



SPEAKER AGREEMENT

This Speaker Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the "**City**"), and the Speaker identified in the Basic Provisions below ("**Speaker**"). This Agreement includes the Basic Provisions, the General Provisions (Attachment A), and the Insurance Provisions (Attachment B).

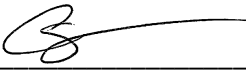
BASIC PROVISIONS		
Speaker	Reading with Rover	
	P.O. Box 2569 Woodinville, WA 98072	
	TeamLeadRWR@outlook.com	206-910-8274
City Project Manager	Andrea Wallis	
	City of Everett -- Library 2702 Hoyt Ave	
	Everett, WA 98201	
	awallis@everettwa.gov	
Compensation Amount	n/a	


BASIC PROVISIONS: ENGAGEMENT INFORMATION		
LOCATION	DATE	TIME
Everett Public Library, Main Library 2702 Hoyt Ave, Everett, WA 98201	4th Saturday of each month, '24	11:00 AM to Noon
Enter location Enter additional location info, if necessary	Not including May/Aug 2024	Enter time
Brief Description of Engagement	Reading with Rover	

IN WITNESS WHEREOF, the City and Speaker have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

READING WITH ROVER

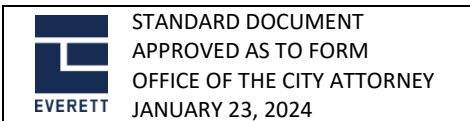
By: 
Cassie Franklin, Mayor

Signature: 
Leslie Williams
Team Lead/Facility Coordinator

02/09/2024
Date

ATTEST


Office of the City Clerk



ATTACHMENT A

GENERAL PROVISIONS TO SPEAKER AGREEMENT

1. **Engagement of Speaker.** The City agrees to hire, and Speaker agrees to appear and speak in a competent and professional manner, at the time, date, and location and on the topic described in above Basic Provisions ("**Engagement**"). The engagement table in the Basic Provisions may be amended by Speaker and the City Project Manager or designee by mutual agreement in writing.

2. **Work for Hire.** The speech or presentation created by Speaker shall not be a work for hire. This means that the City does not claim any copyright or ownership interest in the speech or presentation given by Speaker.

3. **Publicity.** The City and Speaker agree that appropriate publicity is important to the success of the presentation, and that both will cooperate and work together toward this end. If the City takes pictures or videotape, or records the speech or presentation in any medium, Speaker agrees the City may use them later to publicize the City, may allow others (including library patrons) to view or listen to the recorded material, and may broadcast or made available from time-to-time over local cable government access channels or the internet, including without limitation social media and the City's website.

4. **Speaker's Representations and Warranties.** Speaker expressly represents and warrants that: (A) Speaker is capable and experienced in performing The Engagement in a professional manner; (B) Speaker's speech, comments and answers shall be appropriate to, and suitable for, the audience that Speaker and City reasonably expect to attend; (C) Any references or use by Speaker of copyrighted material is either duly authorized and licensed, or constitutes fair use of the copyrighted material.

5. **Compensation.** The City shall pay Speaker for completed Engagement. Such payment shall be full compensation including, but not limited to all labor, materials, supplies and incidentals necessary to complete the Engagement. Speaker shall be paid the Compensation Amount stated in the Basic Provisions.

6. **Termination.** Either party may terminate this Agreement with seven days written notice. No payment shall be made for a cancelled Engagement.

7. **Subletting / Assignment of Contract.** This is a contract for personal services. Speaker shall not sublet or assign any of the Engagement without the express, prior written consent of the City.

8. **Indemnification:** Speaker hereby agrees to defend and indemnify the City from any and all claims arising out of, in conjunction with, or incident to any acts, errors, omissions, or conduct by Speaker.

9. **Independent Contractor.** This Agreement shall not constitute or create an employer-employee relationship, and Speaker shall bear all responsibilities as an independent contractor. Speaker shall comply with all Federal, State, and Local laws.

10. **Miscellaneous.**

A. Any waiver or breach of any provision will not be construed as waiver of a subsequent breach or preventing enforcement of other provisions.

B. Speaker agrees that Speaker does not discriminate against others on the basis of race, color, religion, age, sex, disability, marital state, or national origin.

C. Venue for any lawsuit arising from this Agreement shall be Snohomish County.

D. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

ATTACHMENT B

INSURANCE PROVISIONS TO SPEAKER AGREEMENT

- A. Speaker shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Speaker's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Not Used.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Not Used.
 4. Not Used.
- B. The above CGL policy shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Speaker to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Speaker performing, Speaker shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Speaker shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy with respect to the services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Speaker's obligations to fulfill the requirements.
- F. Not Used.
- G. Speaker certifies that Speaker is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Speaker shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Speaker shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Speaker, such types of insurance

in the name of Speaker, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Speaker under this Agreement or may demand Speaker to promptly reimburse the City for such cost.











Reading with Rover_20240203_Speaker Agreement with Insurance

Final Audit Report

2024-02-09

Created:	2024-02-06
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8o1oFija_d-A1gBOzgbp7C8whdM2xsNt

"Reading with Rover_20240203_Speaker Agreement with Insurance" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-02-06 - 10:27:33 PM GMT
-  Document emailed to Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov) for approval
2024-02-06 - 10:28:15 PM GMT
-  Email viewed by Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov)
2024-02-06 - 10:30:58 PM GMT
-  Document approved by Meghan Edwards-Bond (MEdwards-Bond@everettwa.gov)
Approval Date: 2024-02-06 - 10:39:16 PM GMT - Time Source: server
-  Document emailed to awallis@everettwa.gov for approval
2024-02-06 - 10:39:18 PM GMT
-  Email viewed by awallis@everettwa.gov
2024-02-06 - 10:40:57 PM GMT
-  Signer awallis@everettwa.gov entered name at signing as Andrea
2024-02-06 - 10:41:13 PM GMT
-  Document approved by Andrea (awallis@everettwa.gov)
Approval Date: 2024-02-06 - 10:41:15 PM GMT - Time Source: server
-  Document emailed to teamleadrr@outlook.com for signature
2024-02-06 - 10:41:16 PM GMT
-  Email viewed by teamleadrr@outlook.com
2024-02-09 - 4:09:28 PM GMT

 Signer teamleadrwr@outlook.com entered name at signing as Leslie Williams


2024-02-09 - 4:10:16 PM GMT

 Document e-signed by Leslie Williams (teamleadrwr@outlook.com)

Signature Date: 2024-02-09 - 4:10:18 PM GMT - Time Source: server

 Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval


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Signature Date: 2024-02-09 - 5:22:35 PM GMT - Time Source: server

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2024-02-09 - 5:22:37 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-02-09 - 5:42:29 PM GMT - Time Source: server

 Agreement completed.

2024-02-09 - 5:42:29 PM GMT