

### **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 and the General Provisions (Attachment A).

BASIC PROVISIONS			
Speaker	Calibre Press		
	PO Box 3476		
	Glen Ellyn, IL 60138-3476		
	jenna@calibrepress.com	630-800-6311	
City Project Manager	Doug Jackson		
	City of Everett Police Department		
	2930 Wetmore Ave		
	Everett, WA 98201		
	djackson@everettwa.gov		
Compensation Amount	0		

BASIC PROVISIONS: ENGAGEMENT INFORMATION			
LOCATION	DATE	TIME	
Weyerhaeuser Room 3201 Smith Ave, Everett, WA 98201	12/9/24- 12/10/24	0800-1700	
Enter location Enter additional location info, if necessary	Enter date	Enter time	

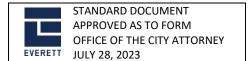
**Brief Description of Engagement** 

Calibre Press will be providing a two-day training event titled Women in Command. This course will focus on assisting women in becoming more effective leaders focused on relationships, organization and community. The course will examine these qualities and offer tools to assist current and future women in command in implementing effective skills to inspire and motivate their staff with a focus on maintaining a professional, positive and inspiring climate. Designed to help leaders maintain a professional, positive and inspiring climate, this program will offer examples of the traits and skill sets of proven, successful leaders and accomplished agencies. Calibre Press' team of executive level female instructors will engage in lively discussions in an open forum populated by current and future women law enforcement leaders.

- 1.Calibre Press is happy to offer three (3) complimentary 2-Day registrations to be used for the Everett Police Department in exchange for the following:
- Prior to seminar Everett Police Department agrees to provide the contact information of an on-site liaison, that will be available for the duration of the 2 days to work directly with Calibre Press to coordinate the necessary requirements to prepare for the seminar.
- Day 1: Liaison agrees to arrive to class location at 7:00am to allow instructor access to set up and conduct sound/equipment check. Also, check off names on roster as officers arrive.
- Day 2: Liaison agrees to the distribution and collection of evaluations and distribution of certificates at close of seminar.
- 2. The Everett Police Department agrees to provide, a classroom facility that will comfortably seat a minimum of 80 attendees and includes:
- 10 x 12 Projection Screen
- LCD Projector that will integrate with instructor's laptop and software
- House Sound and wireless lavalier microphone
- 3. The Everett Police Department agrees to promote and market the course. Calibre Press will provide necessary marketing material.
- 4. Calibre Press has partnerships around the country that provides vendors with space to display their goods & services. The Everett Police Department agrees to provide a table and/or space allowing Calibre Press vendors to display their products when necessary.
- 5. Upon completion of course, Everett Police Department agrees to scan/email, fax or mail the completed evaluations and roster to Barbara Ware, barbara@calibrepress.com, Calibre Press, P.O. Box 3476, Glen Ellyn, IL 60138.

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

CITY OF EVERETT WASHINGTON	Calibre Press
By: Cassie Franklin, Mayor	Signature: Jenna Rothmund  Jenna Rothmund
06/26/2024	
Date	
ATTEST	
Marign	
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.

# 2024 Jenna Rothmund Agreement\_6-21-2024\_ SD

Final Audit Report 2024-06-26

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By: Marista Jorve (mjorve@everettwa.gov)

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