



## 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).

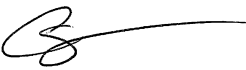
BASIC PROVISIONS	
Speaker	Brian Zinke – Pilchuck Audubon Society
	1429 Ave D, PMB 198
	Snohomish, WA 98290
City Project Manager	Elizabeth Koenig
	City of Everett -- Library
	2702 Hoyt Ave
	Everett, WA 98201
Compensation Amount	ekoenig@everettwa.gov
	\$750 from the Sand fund for science programs


BASIC PROVISIONS: ENGAGEMENT INFORMATION		
LOCATION	DATE	TIME
Everett Public Library - Evergreen Branch 9512 Evergreen Way, Everett, WA 98204	Sept. 3, 2024	5:30-7 p.m.
Everett Public Library – Main Library 2702 Hoyt Ave. Everett WA 98201	Oct. 29, 2024 and Dec. 5, 2024	5:30-7 p.m.
Brief Description of Engagement	Fall Birding series with Pilchuck Audubon: 1. Aerial Acrobats: Our Awe-Inspiring Vaux's Swifts. 2. Are You Ready for Weird Duck Season? 3. Christmas Bird Count: the Nation's Longest-Running Community Science Project	

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

**CITY OF EVERETT  
WASHINGTON**

**BRIAN ZINKE**

By:   
Cassie Franklin, Mayor

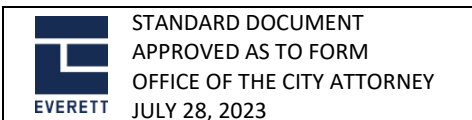
Signature:   
\_\_\_\_\_

07/17/2024

\_\_\_\_\_  
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.












# Pilchuck Audubon\_7.10.2024\_SD


Final Audit Report


2024-07-18


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 Agreement completed.  
2024-07-18 - 3:45:56 PM GMT