



Project title: License of Rights Agreement with Leland Dart dba My Everett News.com

### City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: *My Everett News Photo Sharing Agreement*

Partner/Supplier : *My Everett News*

Location: *N/A*

Preceding action: *None*

Fund: *031/Police*

Agenda dates requested:  
*Dates requested for council action 1/27/21*

Briefing  
Proposed action  
Consent X  
Action  
Ordinance  
Public hearing  
Yes No

**Fiscal summary statement:**

The Everett Police Department will use 2021 M&O funds to pay for this agreement.

Budget amendment:  
Yes No

**Project summary statement:**

The Everett Police Department wishes to enter into an Agreement with My Everett News, and owner Leland Dart, to receive and use photos taken by their photographer(s) for social media, police website, training, articles, internal and external documents and other non-commercial use. The use of these photos provides visual enhancement and professionalism to various medium produced by the police department. The agreement allows for the use of the photos that have been captured to date (prior to the execution of the agreement) and photos taken into the future, as long as the agreement is still in effect. The one-time fee for the use of these photos is \$500.

PowerPoint presentation:  
Yes No

Attachments:

Department(s) involved:  
Police

Contact person:  
John DeRousse

Phone number:  
(425)247-8408

Email:  
jderousse@everettwa.gov

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the License of Rights Agreement with Leland Dart dba My Everett News.

Initialed by:

Department head

Administration

Council President



## LICENSE OF RIGHTS FOR PHOTOGRAPHY

**Agreement**, entered into as of January 1, 2021, between City of Everett, Everett Police Department located at 3002 Wetmore Avenue Everett, WA 98201 (hereinafter referred to as the "Client") and Leland R. Dart DBA My Everett Media, LLC located at 10121 Evergreen Way #25-467 Everett, WA 98204 (hereinafter referred to as the "Photographer") with respect to the licensing of certain image rights in the Photographer's photograph(s) (hereinafter referred to as the "Work").

**1. Description of Work.** The Client wishes to license certain image rights in the Work which the Photographer has created and which is described as follows:

Number of images: Unlimited

Subject matter: Everett Police officers engaged in various activities

Form in which work shall be delivered: Electronic link via web or other such method TBD

**2. Delivery Date.** The Photographer agrees to deliver the Work within 30 days after signing this Agreement and full payment and to supply supplemental images on a monthly basis, as produced.

**3. Grant of Rights.** Upon receipt of full payment, Photographer grants to the Client the following image rights in the Work:

For use as: Client sees fit including social media, Client websites, training, articles, reports for internal and external use in both electronic and printed form and any other non-commercial use.

For the product or publication: Any non-commercial use

In the following territory: Worldwide

For the following period: For any time period prior to the execution of this agreement in perpetuity unless otherwise amended in writing by both parties.

**4. Reservation of Rights.** All rights not expressly granted hereunder are reserved to the Photographer, including but not limited to all rights in preliminary materials and all electronic rights. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as flash drives, cloud-based storage, network servers, computer databases, e-mail or text.

**5. Fee.** Client agrees to pay the following: \$500.00 (five hundred dollars) for the usage rights granted.

**6. Additional Usage.** If Client wishes to make any additional uses of the Work, Client agrees to seek permission from the Photographer and make such payments as are agreed to between the parties at that time.

**7. Alteration.** Client shall not make any major material alterations, whether by adding or removing material from the Work, without the permission of the Photographer.

**8. Payment.** Client agrees to pay the Photographer within thirty days of the date of Photographer's billing, which shall be dated as of the date of delivery of the Work.

**9. Ownership.** The ownership of the Work shall remain with the Photographer.

**10. Copyright Notice.** Copyright notice in the name of the Photographer is not required to accompany the Work when it is reproduced for non-commercial use.

**11. Credit.** Credit in the name of the Photographer is not required to accompany the Work, when it is reproduced. If the Work is used by Client as a contribution to a magazine or for a book, credit shall be given unless specified to the contrary in the preceding sentence.

**12. Releases.** The Client agrees to indemnify and hold harmless the Photographer against any and all claims, costs and expenses, including attorney's fees, arising from Client's breach of this agreement.

**13. Washington Public Records Act.** The Photographer acknowledges the Client may disclose the Work to persons who request the Work under the Washington Public Records Act. The Client has no obligations or responsibility (for payment or otherwise) under this Agreement for use of the Work by such requesters or for use by other persons who receive the Work through such requesters.

In Witness Whereof, the parties have signed this Agreement as of the date first set forth above.

Signature on behalf of Client: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature on behalf of Photographer:  \_\_\_\_\_

Printed Name: Leland R. Dart

Title: Owner, My Everett Media, LLC