

# INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (together with any attachments referred to below, the “Agreement”) is dated as of \_\_\_\_\_, 2024, by and between Washington Geographic Information Systems Association, a Washington not- for-profit corporation (“WAGISA”), and \_\_\_\_\_, an individual independent contractor (“Contractor”). WAGISA and Contractor are also referred to as the “parties” and each as a “party.” The parties, intending legally and equitably to be bound, agree as follows:

**1. Work to Be Performed.** Contractor agrees to perform the work described in Attachment A: Scope of Work (SOW), and shall report in writing to WAGISA with whatever frequency and regarding whatever subject matter WAGISA may require to keep WAGISA informed about Contractor’s activities under this Agreement.

**2. Period for Performance.** The period for performance of the Work shall commence on \_\_\_\_\_, 2024, and shall conclude on \_\_\_\_\_, 2024 unless (a) an extension is requested for a one month period or (b) this Agreement is earlier terminated pursuant to Section 10. Contractor shall promptly inform WAGISA in writing of any actual or potential delay in the timely performance of the Work, and the reason(s) for such a delay.

### **3. Compensation.**

Fixed Price Contract. This is a fixed-price contract for \_\_\_\_\_ (the “Fixed Contract Amount”). Contractor will submit invoices for payment in accordance with the following schedules:

Monthly Invoicing: Contractor will submit invoices for payment as follows: 60% will be split and paid evenly over the period from commencement of the work to the Conference start date. Contractor will submit monthly invoicing beginning one month after commencement of the work, with payment due by the third Wed of the subsequent month, as Work is performed and the final 40% shall be paid on execution of this Agreement (no later than June 30 following Conference).

**3.2. Submission and Payment of Invoices.** Contractor shall submit invoices for performance of the Work at the intervals specified in Section 3.1. Invoices shall be submitted to the WAGISA Board Conference Liaison. To be considered properly prepared, invoices must include: (a) invoice number; (b) invoice date and billing

period; and (c) total due on the invoice. Subject to the terms of this Agreement, WAGISA shall pay each properly prepared invoice no later than thirty (30) days after receipt.

**3.3. Reduction or Withholding of Payment.** In addition to any other remedies available to WAGISA, if, in WAGISA's reasonable determination, Contractor fails to perform in accordance with the terms of this Agreement, WAGISA may refuse or limit approval of any invoices for payment, and may reduce or withhold payments to Contractor until such time as WAGISA reasonably determines that Contractor has met the performance terms established by this Agreement. WAGISA shall promptly notify Contractor of any such withholding of payment.

**3.4. WAGISA Staff Contact.** WAGISA's initial representative with respect to this Agreement (the "Board Conference Liaison") is \_\_\_\_\_. The Board Conference Liaison may be changed by WAGISA from time to time; WAGISA will promptly notify Contractor of any such change.

**4. Changes and Modifications.** Any material change to the Work or the terms of this Agreement must be set forth in writing signed by the parties. Contractor shall promptly notify WAGISA in writing of any change in the Work that Contractor reasonably determines is necessary. Such notice shall specify (a) the particular elements of Work for which Contractor is seeking a change, (b) the reason for the requested change, and (c) the impact, if any, that the requested change will have on (i) the Fixed Contract Amount, (ii) time for performance or (iii) any other terms or conditions of this Agreement.

**5. Confidential Information.** During the term of this Agreement, Contractor may receive or have access to data and information that is confidential and proprietary to WAGISA. All such data and information ("Confidential Information") made available to, disclosed to, or otherwise made known to Contractor in connection with this Agreement shall be considered the sole property of WAGISA. Confidential Information may be used by Contractor only for purposes of performing the obligations of Contractor hereunder. Contractor shall not disclose Confidential Information to any third party without the prior written consent of WAGISA. Contractor shall not use or duplicate any proprietary information belonging to or supplied by WAGISA, except as authorized by WAGISA. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years following the expiration or earlier termination of this Agreement.

**6. Copyrights, Trademarks and Inventions.** For purposes of this Section 6, the terms "works," "trademark," and "invention" include anything created for WAGISA by Contractor, whether alone or with others, and whether they be independent contractors, employees, or agents of WAGISA.

**6.2. Work Made for Hire.** During the performance of this Agreement, Contractor may create certain works for WAGISA that may be copyrighted under United States law. To the extent that any such works are created, Contractor will be considered to have created a work made for hire as defined in 17 USC §§ 101 et seq. and WAGISA shall have the sole right to the copyright. In the event that any work created by Contractor does not qualify as a work for hire, Contractor agrees to assign its right, title and interest in and to the work to WAGISA.

**6.3. Title to Works, Trademarks, and Inventions Produced.** It is understood and agreed that the entire right, title, and interest throughout the world in and to all works, trademarks, and/or inventions that are conceived of or produced, whether or not reduced to practice, by Contractor, either solely or jointly with others, in connection with or as related to the performance of this Agreement, shall be and hereby are vested and assigned by Contractor to WAGISA. With respect to copyrighted materials, Contractor further agrees that WAGISA is assigned all rights, including the right to edit and create derivative works from the materials, and the right to any and all commercial reproduction, transmission, display, performance or distribution of the materials or any derivative works based on the materials via any means currently existing or developed or discovered in the future, including, without limitation, posting to the Internet, CD, DVD or other digital format.

**6.4. Further Assurances.** Contractor agrees to execute any and all documents and to do all other lawful acts as may be required by WAGISA to establish and protect such rights.

**7. Indemnification.** Contractor hereby agrees to indemnify and hold harmless WAGISA and its directors, officers and employees from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance policy deductibles and all other expenses arising out of or related to (a) any intentional or grossly negligent act or omission of Contractor, or (b) Contractor's failure to perform any of its obligations under this Agreement. Such indemnity shall apply to the fullest extent permitted by applicable law. Contractor's obligations under this Section 7 shall survive the expiration or termination of this Agreement unless specifically waived in writing by WAGISA after such expiration or termination.

**8. Independent Contractor Status.** The relationship of Contractor to WAGISA is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. Contractor shall comply with all laws and assume all risks incident to its status as an independent contractor. Contractor covenants and agrees to pay all applicable federal, state and local income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Contractor's protection in connection with Work performed under

this Agreement; no such taxes or fees shall be withheld or paid by WAGISA on behalf of Contractor. Contractor acknowledges and agrees that it is responsible for paying, according to applicable law, Contractor's income taxes, if any. Contractor further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Contractor according to applicable law. No workers' compensation insurance shall be obtained by WAGISA covering Contractor.

**9. Disputes.** If the parties are unable to settle a dispute relating to this Agreement, either party, on written notice to the other party, shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association in the State of Washington. Judgment on the arbitration award may be entered in any court having jurisdiction.

**10. Termination.** Either party may terminate this Agreement at any time on thirty (30) days advance written notice to the other party. WAGISA may terminate this Agreement immediately on notice to Contractor if any of the following circumstances occurs: (a) Contractor fails to timely deliver the goods or perform the services required by this Agreement; (b) Contractor fails to perform any of the other material provisions of this Agreement or so fails to make progress with the Work as to endanger performance of this Agreement in accordance with its terms; (c) Contractor ceases to operate Contractor's business; or (d) a material conflict of interest arises pursuant to Section 11.

**10.1 Transfer of and Payment for Completed Deliverables and Materials.** In the event of a termination of this Agreement as provided in this Section 10, WAGISA may require Contractor to transfer and deliver to WAGISA, in the manner directed by WAGISA, (a) any completed deliverables, works and research materials (collectively, "Completed Deliverables"), and (b) such partially completed deliverables, works, research materials, and information (collectively, the "Materials") as Contractor has produced or acquired for the performance of this Agreement. Contractor further agrees to protect and preserve property in the possession of Contractor in which WAGISA has an interest. Payment for Completed Deliverables delivered to and accepted by WAGISA shall be at the price specified in this Agreement. Payment for Materials delivered to and accepted by WAGISA that are necessary or convenient to the protection and preservation of property shall be at a price designed to reimburse Contractor for the reasonable value of the Work performed without profit. WAGISA may withhold monies otherwise due to Contractor for Completed Deliverables and/or Materials in such amounts as WAGISA determines necessary to protect WAGISA against loss due to outstanding liens or claims against the same. The provisions of this Section 10.1 shall survive the termination of this Agreement.

**11. Conflict of Interest.** Contractor represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the

representation of other clients, that would conflict with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises, Contractor shall immediately inform WAGISA in writing. If, in the reasonable judgment of WAGISA, such conflict poses a material conflict with the performance of Contractor's obligations hereunder, WAGISA may terminate the Agreement immediately on written notice to Contractor; such termination shall be effective on receipt of such notice by Contractor.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.

13. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

14. **Amendments; Waivers.** This Agreement may only be modified in writing, signed by the parties in interest at the time of such modification. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by WAGISA or Contractor of the same or any other provision. Either party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.

15. **Insurance.** Each party represents and warrants it shall carry adequate (minimum of \$1,000,000) liability and other insurance protecting itself against any claims arising from its performance under this Agreement. Proof of such insurance is to be presented to the WAGISA Board President prior to commencement of contract.

16. **Notices.** All notices and demands of any kind which either party may be required or wish to serve on the other in connection with this Agreement shall be in writing and may be served personally or by certified mail, or commercial overnight delivery, with constructive receipt deemed to have occurred one (1) calendar day after the mailing, sending or transmitting of such notice, to the following addresses:

If to WAGISA: WAGISA \_\_\_\_\_  
\_\_\_\_\_ Attn: \_\_\_\_\_

If to Contractor: \_\_\_\_\_

17. **Binding Effect.** This Agreement shall bind the parties, personal representatives, successors and assigns.

18. **Choice of Law.** This Agreement shall be governed by and interpreted solely in

accordance with the laws of the State of Washington, except for its conflict-of-laws or choice-of-law principles.

IN WITNESS WHEREOF, WAGISA and Contractor, intending to be legally and equitably bound, have caused this Agreement to be executed as of the date first above written.

WAGISA ASSOCIATION

By: \_\_\_\_\_ Printed

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

\_\_\_\_\_

Approved for Execution: \_\_\_\_\_

[CONTRACTOR]

By: \_\_\_\_\_ Printed

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

\_\_\_\_\_

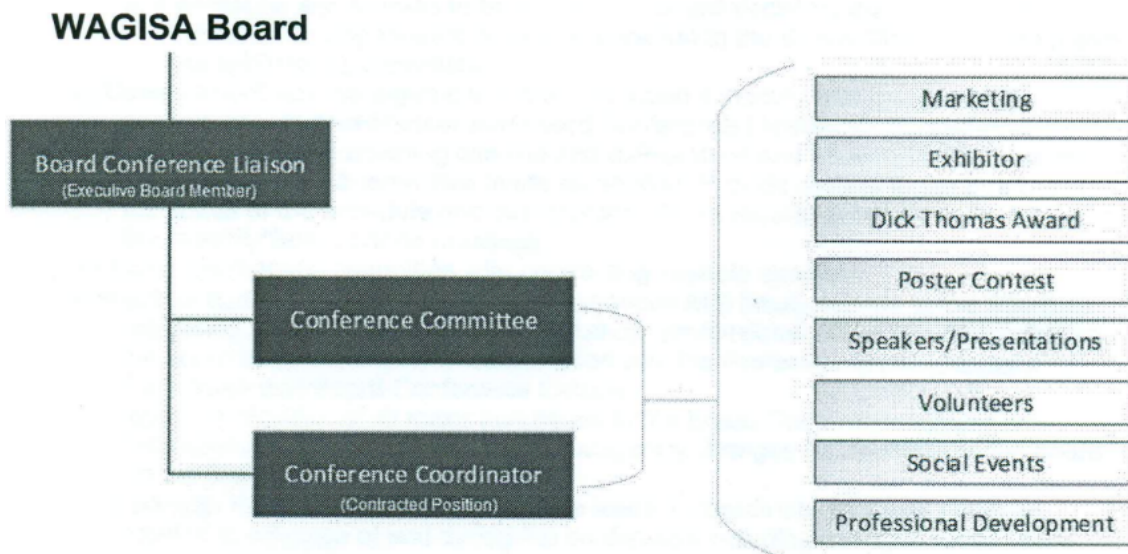
## Attachment A: SCOPE OF WORK (SOW)

Support Services from \_\_\_\_\_ through \_\_\_\_\_ for the Washington State Geographic Information Systems Association (WAGISA) annual conference planning.

WAGISA's annual Washington GIS Conference (conference) is a well-established annual event attended by an average of 300 professionals and students in the geospatial industry. The conference enjoys a highly-engaged audience and features quality workshops, speakers, presentations, demonstrations, and networking activities. For most attendees, the conference represents their one yearly opportunity for education and networking. Attendees genuinely look forward to this conference!

The conference coordinator's role is to follow the SOW noted below and to assist WAGISA volunteers in the completion of functions required to execute the organization's annual conference and workshops. The primary role of the conference coordinator is to work with all of the conference subcommittee leads and the Board Conference Liaison to facilitate collaborative decisions and the logistics of the event. The assistance provided by the conference coordinator does not mean assumption of duties as assigned to the volunteer conference committee positions if the committee volunteers are not able to perform said functions. If this occurs the Board Conference Liaison will work with the WAGISA Board to find additional volunteers to complete functions as needed. If any decisions are deemed to require a WAGISA Board decision, the Board Conference Liaison will bring forward a recommendation to the Board for approval. These decisions would include matters that affect financial, membership, or functional changes to the conference.

### Organization Structure



The structure illustrated above is subject to change based upon the medium for the conference. For example, the concept of "Exhibitors" changes in an online conference. Changes needed

should be agreed to by the Board. Different roles may need to be created to deal with different needs of an online conference.

### **Conference Management**

The role of the conference coordinator is to:

- a) Facilitate coordination between conference sub-committees to insure effective communication and decision making between subcommittees.
- b) Work with Board Conference Liaison to develop conference event plan with details to include contacts, timelines and logistical information to present to the conference committee for approval referencing the conference model document provided by the WAGISA Board.
  - a. If decisions are deemed to be a WAGISA Board decision, the Board Conference Liaison will bring forward a recommendation to the Board after consultation with the conference committee.
- c) Development and management of timeline/action schedule and responsibility assignments in coordination with Board Conference Liaison.
- d) Monitor conference planning timeline and deliverables and communicate upcoming deadlines to all subcommittee leads as needed. Provide reports to the Board as to the status of the schedule and deliverables. These reports are to be delivered during the monthly Board phone meetings.
- e) Assist Conference committee with contracting keynote speaker.
- f) Maintain budget and track income and expenses with timely reports to the Board as requested. Maintain and track the workshop (professional development) portion of the conference separately in coordination with the Professional Development Committee and Board Conference Liaison.
- g) Provide notification of all major purchases to the Board Conference Liaison and Treasurer for approval. Document all budgetary changes for submittal to the board via the Board Conference Liaison.
- h) Work with the conference subcommittee leads to coordinate all visual materials needed in advance of and during the conference including scenario slides (ex. Contest Winner slides). Costs associated with this work are the responsibility of WAGISA.
- i) Provide on-going written and verbal communications to Board Conference Liaison and applicable key personnel designated by the Board Conference Liaison.
- j) Provide final written summary report of the conference to include income/expense details, "after survey" statistics, suggested changes, issues/concerns, items of note.
- k) Work with the Board Conference Liaison and WAGISA Board President to develop a slide show and outline for all sessions, including the opening session, closing session, Annual Board Meetings and other sessions scheduled, including speaker flow, timeline and audio-visual needs.
- l) As necessary, update the "conference planning document" for the WA State GIS Conference, documenting all timelines, documentation, committee responsibilities, documentation storage suggestions, etc in a digital format for review by the Board and use in future conferences.
- m) Troubleshoot issues as they arise.
- n) Support Outside Services:
  - Technology Services required to support an online conference
  - Social Hosts (e.g. Museum and restaurant managers), as necessary

### **Event Management**

- a) Serve as the liaison for all logistics and technology..
- b) Oversee the set up of general sessions, training classes/workshops
- c) Oversee poster/app contest exhibit area, help functions, and registration, as necessary



- d) Assist Board Conference Liaison, keynote speaker and WAGISA Board President with opening session rehearsal and special needs.
- e) Help coordinate all warm-up sessions for speakers & moderators.
- f) Be on-line and available for the entire day, each day of the conference and pre-conference workshops.

#### **Guest Speakers**

- a) Work with the Conference Committee to identify and secure a keynote speaker.
- b) Assist the Board Conference Liaison in contracting the keynote speaker and any additional speakers.
- c) Assist the Board Conference Liaison with all logistics for guest speakers

#### **Sponsor Support**

- d) Assist conference Sponsor Subcommittee lead with contracting sponsors.
- e) Facilitate sponsor exposure to attendees during conference. Specific types of exposure can be determined in conjunction with the Conference Committees.
- f) Assist conference Sponsor lead in an r/sponsor survey. Review with Board Conference Liaison and publish results in final written report.

#### **Workshop Support**

- a) Assist conference Workshop Committee Chair with timelines for workshops and presentations.
- b) Assist conference Workshop Committee Chair in the production of workshop information packets/communication.
- c) Ensure that all paid workshop providers fill out materials required for tax purposes.
- d) Revisit with Board Liaison renumeration and decisions regarding renumeration.

#### **Speaker and Presentation Support**

- a) Assist conference Presentation Subcommittee lead with organizing timelines, and moderators for workshops and presentations.
- b) Assist conference Presentation Subcommittee lead in communication with presenters.
- c) Support in the final review and validating the program and conference guides

#### **Marketing Support**

- a) Support the Marketing Subcommittee in the execution of the conference marketing strategy..
- b) Assist the WAGISA Marketing and Technology committee leads with materials and updates to be published on the WAGISA conference website and social media outlets.
- c) Assist in the development of marketing materials and work with the Marketing committee to promote the conference as needed.
- d) Support the Marketing Subcommittee and Board in the contracting of an artist to provide artwork for the conference, should one be needed.

#### **Registration Customer Service**

- a) Assist the Board Treasurer and Technology Committee with online registrations for attendees and exhibitors. Out-of-pocket expenses for online conference registrations are the responsibility of WAGISA (e.g. annual maintenance)
- b) Answer conference related questions and work with the Treasurer to troubleshoot registrant issues.

#### **Subcommittee Support**

- a) Assist conference Subcommittee leads as needed in the organization of associated conference social events, organization of volunteers, the DTA program, annual Board nominations and the poster/app contest.

- a. If decisions are deemed to be a WAGISA Board decision, the Board Conference Liaison will bring forward a recommendation to the Board.

**Post Event Management Services**

- a) Assist in making sure that all documents used during the planning and execution of the conference by all Conference Planning Committee members are filed on the Google Drive in applicable folders.
- b) Reconcile all final bills per contract specifications and coordinate with the Board
- c) Treasurer to ensure final payment(s).
- d) Assist Board Treasurer and Vendor Lead in collecting delinquent payments from sponsors and exhibitors.
- e) Conduct post event communications with vendors and include pertinent notes in a final written report.
- f) Assist Board Conference Liaison in completing income/expense accounting, and reconcile to the current conference accounting and registration system when and where applicable.
- g) Assist the Board Conference Liaison in developing and conducting an "after-survey". Publish results in final written report and review with Conference Committee as applicable.

\*\* The conference coordinator in conjunction with the Board Conference Liaison will review all legal contracts with appropriate Board members as necessary, and will create recommendations for the Board to review for acceptance of said contracts.