# SUBCONTRACTOR AGREEMENT
between
## KITTITAS COUNTY FAIRGROUNDS
and
## CENTRAL WASHINGTON UNIVESITY

This agreement is entered into this ~~first~~ 5th day of ~~February~~ March 2013 by and between **Kittitas County Fairgrounds** hereinafter referred to as Contractor, and **Central Washington University**, hereinafter referred to as Subcontractor.

Whereas, the Contractor has a need for individuals with GIS and cartography skills, and Whereas, the Subcontractor has skilled personnel in the form of Dr. Hickey and his students.

Now, therefore, the parties hereto mutually agree as follows:

1. Scope of Work: Dr. Hickey will supervise one student employee who will work on mapping the Fair/rodeo grounds. There will be three specific tasks, to be completed in the below order as hours permit:
    a. The student will create, in a GIS format, a to-scale map of the vendor and camping areas of the fairgrounds. This map will replace old hand-drawn sketches of the area and will be valuable to the future planning and management of the vendor area. Maps will be in GIS format as well as .pdf format for easy access.
    b. The student will create, in a GIS format, a map of the fairground utilities, as best he can access. This will include electrical outlets, RV hookups, lights, power poles, and meters; gas appliances and meters (if present); water taps, toilets, and meters; and sewage sources. These data too will be invaluable when both planning events and planning expansions at the rodeo/fairgrounds.
    c. The student will develop 3D models of the rodeo/fairgrounds building in Google Earth. This will allow anyone to do a visual "walkthrough" of the fairgrounds area in 3D from any computer in the world. As the world becomes more and more digital, people look to the internet and programs like Google Earth to find more information about different places. Google Earth is a free download (http://www.google.com/earth/index.html ) and an excellent example of a 3D environment can be found at the Seattle Center.
    d. All maps and data will be submitted to the Kittitas County Fairground and the Kittitas Valley Event Center, along with a final report. All maps and source data files will be become property of the Kittitas County. The 3D buildings will be submitted to Google for inclusion in the Google Earth 3D building model after approval from Matt Anderson.

2. Period of Performance: This Subcontract agreement shall commence on ~~February 1~~ March 5th, 2013, and be completed by ~~May~~ June 1, 2013, unless otherwise extended as provided herein.

3. Project Control: The principal director for this project is Dr. Robert Hickey, Department of Geography, Central Washington University (P) 509-963-2178, (Email) rhickey@cwu.edu.

4. Price, Payment, and Submission of Invoices: All costs incurred in the performance of this Subcontract are subject to the limitations of item #5 herein. The Contractor shall pay the Subcontractor upon receipt of properly executed invoices. Payment to the Subcontractor for approved and completed work will be made by the Contractor within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date.

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Payment will be made payable to Central Washington University. Payments will be mailed to:

John Ebenal, Grants and Asset Management
Central Washington University
400 East University Way
Ellensburg, WA 98926-7469
Telephone: (509) 963-1996
Fax: (509) 963-1623
E-mail: ebenal@cwu.edu

5. Allowable Costs: Annual project related expenses for the Subcontractor are as listed below:

$4320: 20 hours per week for 12 weeks at $18/hour for a student employee:
$432 for benefits (10%).
$432 Indirect cost(10%)

**Total: $5184.00**

6. Total reimbursable agreement shall not exceed $5184.00 over the budget period unless authorized by amendment to this agreement in accordance with item #10.

7. Accounts, Audits, and Records: The Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to reflect properly, all direct costs and indirect costs claimed to have been incurred in the performance of this agreement. It is the responsibility of the Subcontractor to provide copies or access to records at the request of the Contractor for a period of three years after Contract expiration, or, until audit is completed and all resulting questions are resolved, whichever occurs first.

8. Nondiscrimination and Equal Opportunity: The Subcontractor certifies that A) It will comply with Presidential Executive Order 11246, as amended, B) It will comply with Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and C) It will comply with the Americans with Disabilities Act of 1990, as amended, regarding its programs, services, activities, and employment practices.

9. Indemnification: Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Subcontractor is covered by the State of Washington Self-Insurance Programs and the Tort Claims Act (Chapter 4.92 RCW). Claims against Subcontractor and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

10. Amendments: No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.

11. Confidentiality: All reports, data, communications and other information of any kind, direct or indirect and regardless of the circumstances, received from Contractor or its employees or agents;

and investigations, reports, data, monitoring, opinions, observations, communications, digital images or other recorded materials, or other information in any form relating directly or indirectly to work requested by Contractor and generated by Subcontractor or its employees shall be the sole property of Contractor, shall be held confidential, and shall not be released, disseminated, relinquished or disclosed in any manner or form by Subcontractor or its employees, unless required to be disclosed as per State of Washington Public Disclosure laws.

12. <u>Inability to Perform</u>: This Agreement and the obligations of either party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of either party.

13. <u>Independent Contractor</u>: The parties agree that for the purposes of this agreement, the Subcontractor is an independent contractor and neither the Subcontractor nor any employee of the Subcontractor is an employee of the Contractor. Neither the Subcontractor nor any employee of the Subcontractor is entitled to any benefits that Contractor provides its employees.

14. <u>Termination</u>: This Subcontract may be terminated at any time by mutual consent or by either party through 30 days written notice to the other party. In the event the work under this Subcontract is terminated in whole, or in part, Contractor shall reimburse Subcontractor for the allowable costs incurred through the termination date. Subcontractor will furnish all necessary reports or research completed or in progress through the date of termination.

In Witness Whereof, the duly authorized representatives have executed this Agreement on the dates shown:

Kittitas County Fairground                    Central Washington University


_____                  _____        _B_P_
Signature                                     Signature                          2/8/13

_____                  _____
Title                                         Title

_____                  _____
Date                                          Date

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