



# Columbia Land Trust

## PROFESSIONAL SERVICES CONTRACT

**Project Title**

**Month Year**

**PARTIES:** Columbia Land Trust  
a Washington nonprofit corporation  
850 Officers' Row  
Vancouver, Washington 98661  
Tax ID Number: 94-3140861

“Land Trust”

**Contractor Name**  
an **Oregon** / a **Washington type** corporation  
**Address**  
**City, State Zip**  
Federal Employer Identification Number: **XX-XXXXXXX**

“Contractor”

This Professional Services Agreement (this “Agreement”), dated effective as of **Month Day, Year** (the “Effective Date”), is entered into by and between Land Trust and Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are both hereby agreed upon and acknowledged by the parties, the parties hereby agree as follows:

### AGREEMENT:

1. **Services; Specifications.** Contractor will perform the services described in **Schedule A** attached hereto (the “Services”) with respect to **Property Name** located in **County, Washington/Oregon**, more particularly described in **Schedule A** (“**Project Property**”) owned by **Columbia Land Trust / Name of Landowner** (“**Landowner**”). Contractor will report to and receive direction from **Project Manager’s Name**, the **Job Title** of Land Trust. **Schedule A** details the project scope and specifications, budget, timeline, and deliverables. Any changes to scope, budget, or timeline of deliverables must be mutually agreed upon in writing by an amendment to this Agreement. Contractor shall perform the Services in a diligent and workmanlike manner, applying the care, skill, prudence and diligence that a reasonably prudent contractor in a like position would use under similar circumstances and consistent with current industry best practices.

2. **Term; Time of Performance.** This Agreement is effective on the Effective Date and will continue until all Services have been performed or this Agreement is terminated in accordance with **Section 4**. The performance of the Services by Contractor shall begin within five (5) days following the date that Contractor receives email confirmation from Land Trust that it may commence operations, and shall be completed on or before **Month Day, Year**. If Contractor is not making satisfactory progress, Land Trust, in its sole and absolute discretion, reserves the right to hire another contractor to ensure timely completion of the Services, and, at Land Trust’s election, to terminate Contractor’s work and this Agreement by written notice to

Contractor. Once the Services are started by Contractor, Contractor shall diligently and timely continue such work in accordance with the terms of this Agreement until completion of the same.

3. Fees and Payment. As full compensation for performance of the terms, covenants and provisions of this Agreement (including the furnishing of all equipment, supplies and labor necessary in connection with this Agreement), Land Trust shall pay Contractor at the rates and in accordance with the payment terms set forth in **Schedule A**. Contractor will submit to Land Trust an invoice within seven (7) days after the Services are completed, and Land Trust will pay the invoice within 30 days after receipt. Unless specifically set forth in **Schedule A** expenses and costs incurred by Contractor (collectively, "Costs") in connection with the performance of the Services will not be reimbursed by Land Trust.

4. Termination. If Land Trust decides, in its sole and absolute discretion, not to proceed or continue completion of the Services, regardless of the reason for such decision, Land Trust may terminate this Agreement by way of 48 hours' advance written notice to Contractor. Land Trust's only liability in the event of such termination shall be payment to Contractor for that portion of the Services already accomplished prior to the termination date, less any previous payments made, and less the amount of any claims of any Indemnified Parties (defined below) against Contractor for any Losses (defined below).

5. Independent Contractor. Contractor represents, warrants, agrees and acknowledges that Contractor and any person or entity performing Services on Contractor's behalf, including but not limited to Contractor's employees, agents, invitees, permittees, affiliates, subsidiaries, and subcontractors (collectively, "Contractor's Parties") are and will be either independent contractors of Contractor or Contractor's employees, and not employees or agents of Land Trust. Neither Contractor nor any of Contractor's Parties are entitled to participate in any benefit program provided by Land Trust to its employees. This Agreement is not intended to form a partnership or joint venture between the parties. Contractor will be solely responsible for payment of compensation to Contractor's Parties, and will withhold from and pay to the appropriate authorities all taxes, contributions, fees, interest, or penalties imposed or required under any federal, state or local income, excise, or employment tax laws with respect to Contractor's performance of this Agreement, regardless of whether the Services are performed personally or through Contractor's Parties.

6. Work Made for Hire; Assignment of Rights. To the extent permitted by law, Contractor agrees that all intellectual property, including mensuration data, growth and yield models, research and development data or results, reports, maps, or diagrams, which relate to Land Trust, and the Project Property developed, conceived, made, reduced to practice, created, or otherwise prepared by Contractor of any of Contractor's Parties in the course of carrying out the Services (collectively, "Work Product"), whether before or after the execution of this Agreement, will be subject to protection under federal copyright law and constitutes "work for hire," all rights of which are owned exclusively by Land Trust. Contractor assigns to Land Trust, its successors and assigns, in perpetuity, all Contractor's worldwide title and interest in and to any Work Product of authorship which Contractor has in the past, or may in the future, create for use by Land Trust and any copyrights which may exist now or hereafter with respect thereto. Contractor agrees to sign all lawful papers, applications, and further assignments to cause any and all of such Work Product of authorship and copyrights relating thereto to be owned exclusively by Land Trust, its successors and assigns. Land Trust will be the owner of any and all data and map products produced via this contract. However, Contractor retains the right to use data, methods, imagery, maps, etc. created for the Land Trust for its own use in promotion, education or web display. The Contractor's logo and citation appears on final versions of all maps. These ownership and 'right to hire' provisions described above do not apply to standard details commonly used in similar projects. Further, the Contractor grants the Land Trust a non-exclusive license to use these details.

7. Conflict of Interest/Disclosure. Contractor has disclosed, in writing, all direct or indirect actual or potential conflicts of interest it or any of Contractor's personnel may have with Land Trust. Contractor

agrees to promptly inform the Executive Director of Land Trust in writing of any conflicts of interest with Land Trust which become apparent during the term of this Agreement. A "direct or indirect conflict" is defined as any situation in which an individual has or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of the Land Trust, whether because of a proposed contract or transaction to which the Land Trust may be a party or may be interested or is under consideration, or whether such conflict is purely conceptual, because of similarity of business interests or affairs.

8. Confidentiality. Contractor acknowledges and agrees that all Land Trust's Confidential Information disclosed to Contractor or Contractor's Parties is and will remain confidential and proprietary to the Land Trust. Contractor agrees to not use any Confidential Information during the term of this Agreement or thereafter for any purpose other than as permitted or required for the performance by Contractor of its obligations under this Agreement. Contractor will not disclose or provide, or allow to be disclosed or provided, any Confidential Information to any third party, except as expressly authorized in this Agreement or by the Executive Director of Land Trust. Contractor shall notify Land Trust immediately in the event Contractor becomes aware of any loss or disclosure of any Confidential Information. "Confidential Information" means any information that is treated as confidential and proprietary by Land Trust or derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Confidential Information shall not include information that: (a) is or becomes generally available to the public other than through Contractor's breach of this Agreement; or (b) is communicated to Contractor by a third party that had no confidentiality obligations with respect to such information. Upon expiration or termination of this Agreement for any reason, Contractor will within a reasonable time return or destroy, at Land Trust's option, all of the Land Trust's Confidential Information, in any form whatsoever, in the Contractor's or Contractor's Parties' possession or under their control.

9. Indemnity. Contractor shall indemnify, defend, and hold harmless Land Trust, its authorized agents, officers, directors, employees, representatives, successors, and assigns (each, an "Indemnified Party" and collectively, the "Indemnified Parties") for, from, and against any and all direct and third-party claims, costs, expenses, fines, damages, penalties, liens, charges, injuries, including injuries resulting in death to any person or persons, damage, destruction, or loss of property, and any other demands or liabilities whatsoever (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or in any manner connected with or resulting from (a) any breach of this Agreement by Contractor, (b) the acts and presence upon the Project Property of Contractor and all Contractor's Parties, and (c) performance of the Services by Contractor and any work performed by Contractor or any Contractor's Party in connection therewith or with the Project Property; except to the extent any Losses are directly caused by the gross negligence of any Indemnified Party. Contractor shall, at Land Trust's election and Contractor's own cost and expense, defend (with counsel acceptable to Land Trust in its sole and absolute discretion) against any and all actions, suits or other legal proceedings that may be brought or instituted against any Indemnified Party with respect to any Losses for which Contractor has an obligation to indemnify hereunder and shall pay or satisfy any judgment, decree or settlement arising therefrom. Contractor assumes liability for actions brought by or against any Contractor's Parties.

10. Insurance. Before commencing the Services or any entry upon the Project Property, and at all times while this Agreement is in effect, Contractor shall, at its sole cost and expense, carry the following insurance:

- a. Commercial General Liability Insurance that includes coverage against liability for all business operations, products and completed operations, contingent liability for activities of subcontractors, property damage liability, and blanket contractual liability (including liability assumed under the indemnification section of this Agreement), with minimum liability limits of \$1,000,000 per occurrence (bodily injury liability and property damage) and \$2,000,000 in the aggregate.

- b. Automobile Liability Insurance insuring all owned, non-owned and hired vehicles with minimum limits of liability of \$1,000,000 per accident for bodily injury and property damage combined (auto coverage is to include “broadened auto pollution coverage” - ISO Form CA 99 48 or its equivalent).
- c. State or private Industrial Accident Insurance covering Contractor’s, or the applicable Contractor’s Parties’ employees that complies with state and federal employment and workers’ compensation laws.
- d. Professional Liability Insurance with minimum limit of liability of \$1,000,000.

Any subcontractors hired by Contractor to provide services to Land Trust shall meet these same insurance requirements. Certificates evidencing such insurance and bearing endorsements requiring 30 days written notice to Land Trust prior to any change or cancellation shall be furnished to Land Trust on or before the Effective Date. The policies and endorsements required under subsections (a) through (c) above must, by endorsement or otherwise, (i) name the Indemnified Parties and Landowner, if applicable, as additional insureds and loss payees, (ii) waive any rights of subrogation against the Indemnified Parties and, (iii) provide that the coverage provided therein shall be primary and non-contributory to any other insurance carried by the Indemnified Parties. The insurance coverages contemplated in this Section will be exhausted first notwithstanding that an Indemnified Party may have other valid and collectible insurance covering the same risk. Nothing in this Agreement will limit the liability of Contractor to the scope or the amount of any insurance coverage.

11. Performance of Services. Contractor agrees to comply with the following terms and conditions and further agrees to cause to comply, and be solely responsible for compliance by, all of Contractor’s Parties:

- a. Equipment. Contractor, at its sole cost and expense, shall provide and pay for all labor, equipment, materials, and supplies necessary to perform the Services and all other supplies, equipment, and labor incidental to the supervision of the Services.
- b. Qualifications. Contractor represents and warrants to Land Trust that it and each of the Contractor’s Parties do now, and covenants that Contractor shall prior to performing any of the Services, hold all licenses and professional certifications required in connection with performance of the Services.
- c. Compliance with Law. All work under this Agreement shall be performed by Contractor in strict compliance with all applicable federal, state and local governmental laws, statutes, ordinances, orders, directives, permits, licenses, rules, and regulations (collectively, “Applicable Laws”). Contractor has obtained, or shall obtain prior to commencing work to perform the Services, all permits, business registrations, and professional licenses required by Applicable Laws for Contractor to perform the Services. Contractor shall provide Land Trust written proof of required permits, registrations and licenses upon request. If Contractor receives a notice of a deviation or infraction from any governmental entity or agency, Contractor shall immediately notify Land Trust and provide copies of all pertinent documentation with regard to the same.
- d. Liens. Contractor expressly agrees to pay as due all charges that could result in or create liens, encumbrances, or claims arising out of or connected with Contractor’s performance hereunder.
- e. Environmental Matters. Contractor is prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance (defined below) in violation of Environmental Laws (defined below) or substances deemed illegal under Applicable Laws on or near the Project Property or other real property managed by Land Trust. The term “Environmental Laws” means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Project Property, including the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any amendments thereto and corresponding or related state laws. For purposes of this Agreement, the term “Hazardous Substance” means any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision, including chlorinated solvents, petroleum products or by-products, glyphosate, asbestos, and polychlorinated biphenyl.

f. Fire Prevention. Contractor shall exercise the highest degree of care to prevent fires on the Project Property and shall comply with any of Land Trust's verbal or written rules or regulations pertaining to fire protection and suppression that are in effect at any time. Contractor shall exert every reasonable effort to control, extinguish and prevent the spread of fire on, to or from the Project Property. Contractor shall immediately report by telephone, radio or other expeditious means to fire control agencies and Land Trust any fire which may arise upon or threaten the Project Property or adjoining lands.

g. Limited License. To the extent Land Trust owns the Project Property, Land Trust hereby grants Contractor a non-exclusive, revocable access license to access the Project Property for the sole and limited purpose of performing the Services while this Agreement is in effect. The limited license granted herein is without warranty of any kind and is subject to all matters affecting the Project Property, whether recorded or unrecorded.

12. Assumption of Risk; Waiver. CONTRACTOR FULLY AGREES AND ACKNOWLEDGES THAT: (A) THE PERFORMANCE OF THE SERVICES AND ANY ENTRY UPON THE PROJECT PROPERTY INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY AND DEATH; AND (B) THERE MAY BE OTHER RISKS AND LOSSES EITHER NOT KNOWN TO CONTRACTOR OR NOT READILY FORESEEABLE AS OF THE EFFECTIVE DATE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR FULLY ACCEPTS ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES INCURRED AS A RESULT OF ITS PERFORMANCE OF THE SERVICES AND ANY ENTRY UPON THE PROJECT PROPERTY, AND FULLY WAIVES ANY CLAIMS FOR LIABILITY AGAINST THE INDEMNIFIED PARTIES. CONTRACTOR UNDERSTANDS THAT THE SIGNIFICANCE OF THIS WAIVER IS THAT EVEN IF CONTRACTOR SHOULD EVENTUALLY SUFFER ANY LOSSES ARISING OUT OF ITS ENTRY ONTO THE PROJECT PROPERTY, CONTRACTOR WILL NOT BE ABLE TO SEEK ANY REMEDY, OR ASSERT ANY CLAIM, FOR THOSE LOSSES. FURTHERMORE, CONTRACTOR ACKNOWLEDGES THAT IT INTENDS THIS CONSEQUENCE EVEN AS TO LOSSES THAT MAY NOT BE WITHIN ITS PRESENT CONTEMPLATION AND EVEN THOSE THAT IF KNOWN WOULD MATERIALLY AFFECT CONTRACTOR'S DECISION TO EXECUTE THIS AGREEMENT.

13. General Provisions.

a. Nondisclosure of Agreement. Except as may be required by applicable law or legal process, neither party will disclose in advertising, publicity or otherwise, the terms and conditions of this Agreement without the prior written consent of the other, provided that the parties may disclose the same to their respective employees, contractors, auditors, and attorneys who may have need to know such information in connection with the performance of services for such party.

b. Non-Assignment. This Agreement may not be assigned by Contractor nor may Contractor subcontract any of the Services without the prior written consent of Land Trust, which consent may be withheld, conditioned or delayed in the sole and absolute discretion of Land Trust. It is a condition of any subcontract or assignment that the subcontractor or assignee agree in writing to abide by all of the terms of this Agreement. Approval by Land Trust of any subcontractor or assignee shall not relieve Contractor from the responsibility to timely and fully perform this Agreement. Contractor shall be liable to Land Trust for any and all Losses arising from or related to the work or contractual responsibility of the subcontractor or assignee just as though Contractor had not subcontracted or assigned such work. The ability of Land Trust to approve the use of any subcontractor or assignee hereunder shall not be deemed to be Land Trust control over the means and instrumentalities by which the results contemplated under this Agreement are to be achieved by Contractor; such approval rights are simple measures designed to more fully ensure the cooperative attainment of the results contemplated hereunder.

c. Severability. Should any provision of this Agreement be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

d. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same agreement. Execution of this Agreement by the parties may be evidenced by the transmission of electronic copies (including copies executed by PDF or DocuSign), which shall have the same effect as an original. Subject to the restrictions on assignment set forth herein, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns.

e. Integration and Amendment. This Agreement supersedes all other agreements between the parties and contains their entire understanding as to its subject matter. The schedules and exhibits attached hereto are incorporated into this Agreement and by this reference made apart hereof. To the extent any terms listed in schedules or exhibits conflict with the terms in this Agreement, the terms of this Agreement shall control. No amendment to this Agreement will be effective unless it is in writing and duly executed by authorized representatives of the parties. This Agreement will not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade.

f. Non-Waiver. The failure or refusal of either party to enjoin any breach or violation of any provision of this Agreement will not be a waiver of, consent to, or excuse for any other, different or subsequent breach or violation.

g. Governing Law and Venue. This Agreement will be interpreted and enforced according to the laws of the State of Washington and any proceeding to enforce this Agreement or enjoin its breach is to be brought against any of the parties in Clark County Circuit Court of the State of Washington and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

h. Survival. All provisions of this Agreement that contemplate performance or applicability after the expiration or termination of this Agreement, including all waiver and indemnity provisions, will survive the expiration or earlier termination of this Agreement and be fully enforceable thereafter.

i. Attorney Fees and Costs. If there is any legal proceeding between the parties arising from or based on this Agreement, whether to enforce this Agreement or to obtain any other remedy regarding a breach of this Agreement, including contract, equity, tort, fraud, and statutory claims, the non-prevailing party, as determined by a final, non-appealable judgment (or its equivalent) regarding the action or proceeding, shall pay to the prevailing party (in addition to all other remedies to which the prevailing party may be entitled) all out-of-pocket costs and expenses, including reasonable attorneys' fees and disbursements and other legal charges, incurred by such prevailing party in such action or proceeding, even if not recoverable by law (including all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings). If such prevailing party recovers a judgment in any such action, proceeding or appeal, or in bankruptcy, such costs, expenses and attorneys' fees and disbursements will be included in and as a part of such judgment.

j. Notices. Notices required by this Agreement will be deemed effective upon receipt, if delivered or sent via confirmed email, or three days after being sent to the parties by U.S. certified mail, return receipt requested, to the addresses listed above or as may be revised by the parties in writing.

**EXECUTED IN DUPLICATE on the dates indicated below.**

**CONTRACTOR:**

**Contractor Name**

**TRUST:**

Columbia Land Trust

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

Name: **Name of person signing**

Title: **Title of person signing**

Email: **Email of person signing**

Date: \_\_\_\_\_

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

Name: Ian A. Sinks

Title: Stewardship Director

Email: [isinks@columbialandtrust.org](mailto:isinks@columbialandtrust.org)

Date: \_\_\_\_\_

**PROJECT WORK CONTACTS:**

**Person Name**

**Title**

**Contractor Name**

**Email address**

**Phone number**

**Person Name**

**Job Title**

Columbia Land Trust

**Email address**

**Phone number**

**INVOICING:**

Contractor will send invoices to [ap@columbialandtrust.org](mailto:ap@columbialandtrust.org) and NAM's email [optional, NAM can decide if they want to receive invoices too or have invoices go only to Accounts Payable].

Columbia Land Trust will use **grant fund # \_\_\_\_ / unrestricted funds** for this project.

## SCHEDULE A

### Scope of Services

Description of scope of work, including background, context, site description, etc.

### Project Schedule

Establish specific work element deliverable schedule. Include end date.

### Project Deliverables

Establish specific work element deliverables.

### Project Budget

Establish specific work element deliverables. Work will be billed on a time and expenses basis according to rates established for staff and expenses, by unit area or on percentage.

### Project Property

If the Contract involves access to the real property owned by Land Trust or others, attach description of the real property (legal description, tax parcels, maps, etc.)

PRIOR TO ATTACHING SCOPE OF SERVICES PROVIDED BY CONTRACTOR, CHECK TO MAKE SURE THAT THEY DO NOT CONTAIN LEGAL TERMS