

Contractor: _____

Contract #: _____

Coos Watershed Association

PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between the Coos Watershed Association, hereafter called **CoosWA**,

and

(insert contractor name here)
(insert line 1 - contractor address here)
(insert line 2 – contractor address here)
(insert contractor phone number here)
(insert contractor fax number here)
(insert contractor email address here)
(insert contractor home page URL here)

Hereafter called **Contractor**.

CoosWA's Administrator for this Contract is:

(insert name of contract administrator).
Coos Watershed Association
P.O. Box 5860
63534 Kingfisher Drive
Charleston, OR 97420
(541) 888-5922
(Fax) 888-6111
E-mail: cooswa@cooswatershed.org
www.cooswatershed.org

1. Designation of Key Person. The following named person(s) is a/are Key Person(s) under this Contract and subject to the terms and conditions of Section 29 of this Contract: _____.

2. Contract Period. This Contract shall become effective on the date this Contract has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when CoosWA accepts Contractor's completed performance or on _____, _____, whichever date occurs last. Contract termination shall not extinguish or prejudice CoosWA's right to enforce this Contract with respect to any default by Contractor that has not been cured.

3. Statement of Work. Contractor shall perform the work (the "Work") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. Contractor shall perform the Work in accordance with the terms and conditions of this Contract.

4. Consideration

a. The maximum, not-to-exceed compensation payable to Contractor by CoosWA under this Contract, which includes any allowable expenses, is \$_____. CoosWA will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

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b. Progress payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

c. CoosWA will pay only for completed Work that is accepted by CoosWA.

d. Contractor shall submit invoices no more frequently than monthly to CoosWA's Contract Administrator for Work performed. The invoices shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain all expenses that this Contract requires CoosWA to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor will specifically note in the appropriate invoice when it has requested payment for one-third and two-thirds of the maximum, not-to-exceed compensation. Contractor shall send invoices to CoosWA's Contract Administrator.

5. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Required Insurance), Exhibit C (Independent Contractor Certification Statement). Exhibits A-C are attached hereto and incorporated herein by this reference.

6. Independent Contractor; Responsibility for Taxes and Withholding

a. Contractor shall perform all Work as an independent contractor. The CoosWA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

b. Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest and no statutes, rules or regulations of the state or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract.

c. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the CoosWA, unless specifically identified as such in a disclosure statement.

d. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, CoosWA will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

7. Subcontracts, Successors, and Assignments

a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract without CoosWA's prior written consent. In addition to any other provisions CoosWA may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that CoosWA will receive the benefit of subcontractor performance as if the subcontractor were the Contractor with respect to Sections 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17, and 22. CoosWA's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

b. The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns, if any.

c. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without Agency's prior written consent.

8. No Third Party Beneficiaries. CoosWA and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

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9. Funds Available and Authorized; Payments. CoosWA represents that it has sufficient funds currently available or authorized for expenditure to finance the costs of this Contract. Contractor understands and agrees that CoosWA's obligation for payment of amounts under this Contract attributable to Work performed is dependent upon it receiving funding from grantors sufficient to reimburse Contract costs. CoosWA will pay only for completed Work that is accepted by CoosWA, and such acceptance shall not be unreasonably withheld.

10. Representations and Warranties.

a. Contractor's Representations and Warranties. Contractor represents and warrants to CoosWA that

(i) Contractor has the power and authority to enter into and perform this Contract,

(ii) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms,

(iii) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession,

(iv) Contractor shall, at all times during the term of this Contract, be qualified and professionally competent to perform the Work,

(v) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

(vi) Contractor shall establish and maintain, at all times during the term of this Contract, a neutral and impartial relationship with the CoosWA and Other Participants, and shall have a continuing responsibility to disclose to the CoosWA and Other Participants any pre-existing relationships or conflicts of interest, both actual and likely, as they develop and become known to Contractor. Contractor understands and agrees that for the purposes of determining his/her knowledge of the existence of an actual or likely conflict of interest, all facts which the Contractor knew, or by the exercise of reasonable care should have known, will be attributed to him/her,

b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

11. Ownership of Work Product.

a. Definitions. As used in this Section 9, and elsewhere in this Contract, the following terms have the meanings set forth below:

(i) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than CoosWA or Contractor.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to CoosWA pursuant to the Work.

b. Original Works. All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of CoosWA. CoosWA and Contractor agree that such original works of authorship are "work made for hire" of which CoosWA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to CoosWA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon CoosWA's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in CoosWA. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

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In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to CoosWA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on CoosWA's behalf.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the CoosWA's behalf and in the name of the CoosWA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on CoosWA's behalf.

c. Contractor Intellectual Property. In the event that Work Product is Contractor Intellectual Property Contractor hereby grants to CoosWA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on CoosWA's behalf.

d. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the CoosWA's behalf and in the name of the CoosWA, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

12. Indemnity.

a. General Indemnity. Contractor shall defend, save, hold harmless, and indemnify CoosWA and its officers, employees and agents from and against all claims, suite, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising-out of or relating to the activities of contractor or its officers, employees, subcontractors, or agents under this contract

b. Indemnity for infringement claims. Without limiting the generality of section 10 a, contractor expressly agrees to defend, indemnify, and hold CoosWA and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suite, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to agency by contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the agency's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party, provided, that state shall provide contractor with prompt written notice of any infringement claim.

c. Control of Defense and Settlement. Contractor shall have control of the defense and settlement of any claim that is subject to Sections 10.a or 10.b, however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of CoosWA, nor purport to act as legal representative of CoosWA without first receiving from CoosWA the authority to act as legal counsel for the CoosWA, nor shall contractor settle any claim on behalf of the CoosWA without the approval of CoosWA's Executive Director. CoosWA may, at its election and expense, assume its own defense and settlement in the event that CoosWA determines that Contractor is prohibited from defending the CoosWA, or is not adequately defending the CoosWA's interests, or that an important governmental principles is at issue and the CoosWA desires to assume its own defense.

13. Insurance. Contractor shall maintain insurance as set forth in Exhibit B, which is attached hereto.

14. Default; Remedies; Termination.

a. Default by Contractor. Contractor shall be in default under this Contract if:

(i) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

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(ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after CoosWA's notice or such longer period as CoosWA may specify in such notice; or

(iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after CoosWA's notice, or such longer period as CoosWA may specify in such notice.

b. CoosWA's Remedies for Contractor's Default. In the event Contractor is in default under Section 13.a, CoosWA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(i) termination of this Contract under Section 14.e(ii);

(ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and CoosWA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 14.a, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 14.e(i).

c. Default by CoosWA. CoosWA shall be in default under this Contract if:

(i) CoosWA fails to pay Contractor any amount pursuant to the terms of this Contract, and CoosWA fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(ii) CoosWA commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

d. Contractor's Remedies for CoosWA's Default. In the event CoosWA terminates the Contract under Section 14.e(i), or in the event CoosWA is in default under Section 14.c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 14.e(iii), Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by CoosWA, less previous amounts paid and any claim(s) that CoosWA has against Contractor. In no event shall CoosWA be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.d, Contractor shall pay immediately any excess to CoosWA upon written demand provided in accordance with Section 21.

e. Termination.

(i) **CoosWA's Right to Terminate at its Discretion.** At its sole discretion, CoosWA may terminate this Contract:

(A) For its convenience upon thirty (30) days' prior written notice by CoosWA to Contractor;

(B) Immediately upon written notice if CoosWA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the CoosWA's purchase of the Work or Work Products under this Contract is prohibited or CoosWA is prohibited from paying for such Work or Work Products from the planned funding source.

(ii) **CoosWA's Right to Terminate for Cause.** In addition to any other rights and remedies CoosWA may have under this Contract, CoosWA may terminate this Contract immediately upon written notice by CoosWA to Contractor, or at such later date as CoosWA may establish in such notice, or upon expiration of the time period and

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with such notice as provided in Section 14.e(ii)(B) and 14.e(ii)(C) below, upon the occurrence of any of the following events:

(A) Contractor is in default under Section 14.a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

(B) Contractor is in default under Section 14.a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after Agency's notice or such longer period as CoosWA may specify in such notice; or

(C) Contractor is in default under Section 14.a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after CoosWA's notice, or such longer period as CoosWA may specify in such notice.

(iii) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with such written notice to CoosWA as provided in Sections 14.e(iii)(A) and 14.e(iii)(B) below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

(A) CoosWA is in default under Section 14.c(i) because Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and CoosWA fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) CoosWA is in default under Section 14.c(ii) because CoosWA commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and CoosWA fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(iv) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to CoosWA all of CoosWA's property (including without limitation any Work or Work Products for which CoosWA has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such CoosWA property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless CoosWA expressly directs otherwise in such notice of termination. Upon CoosWA's request, Contractor shall surrender to anyone CoosWA designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

(v) Parties' Right to Terminate by agreement. This Contract may be terminated at any time by mutual written consent of the parties.

15. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that CoosWA and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts except to the extent that such records are confidential under state or federal law. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract.

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17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

18. Force Majeure. Neither CoosWA nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of CoosWA or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 6, 7, 8, 9, 10, 11, 12, 15, 22, 24, and 27.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or CoosWA at the address, number or email address set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section 21. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against CoosWA, any notice transmitted by facsimile must be confirmed by telephone notice to CoosWA's Contract Administrator. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

22. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

23. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

24. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding (collectively, "Claim") between CoosWA and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Coos County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by CoosWA of any form of defense or immunity from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

25. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all

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parties unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of CoosWA to enforce any provision of this Contract shall not constitute a waiver by CoosWA of that or any other provision.

26. Amendments. CoosWA may amend this Contract. No amendment to this Contract shall be effective unless it is in writing signed by the parties, and all approvals have been obtained before becoming effective.

27. Mediation. Should the parties to this Contract become involved in a dispute regarding any of the terms, conditions, performance, or any obligations under this Contract, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party will pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise best efforts and act in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the CoosWA and the Contractor. The schedule and time allowed for mediation will be mutually acceptable.

28. Confidentiality. Subject to applicable laws, rules, and regulations, without the prior written consent of CoosWA, Contractor shall not disclose publicly, or otherwise disseminate to any person or entity, any confidential or proprietary information relating to this Contract. Without limiting the generality of the foregoing provision, no information relating to the terms or conditions of this Contract shall be conveyed, delivered, or disseminated to the press or other media. In the event that the Contractor is being asked or compelled to disclose any confidential information, Contractor shall promptly notify CoosWA.

29. Key Personnel. In the event Contractor is other than an individual, Contractor agrees that CoosWA through this Contract is engaging the expertise, experience, judgment, and personal attention of the person designated as the Key Person in Section (1) of this Contract ("Key Person"). The Key Person shall not delegate performance of the responsibilities he/she is required to provide under this Contract to another (other) Contractor employee(s) without first obtaining the written consent of CoosWA. Further, Contractor shall not reassign or transfer the Key Person to other duties or positions such that the Key Person is no longer available to provide CoosWA with his/her expertise, experience, judgment, and personal attention, without first obtaining CoosWA's prior written consent to such reassignment or transfer. In the event Contractor requests that CoosWA approve a reassignment or transfer of the Key Person, CoosWA shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.

30. Contractor Data and Certification.

a. Contractor Tax Identification Information. Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(3). Social Security Numbers provided pursuant to this Section will be used for the administration of state, federal and local tax laws.

Name (tax filing): _____

Address: _____

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

Professional Corporation Partnership Limited Partnership Limited Liability Company

Limited Liability Partnership

Sole Proprietorship Other

Federal Tax ID#: _____ - _____ or SSN#: _____ - _____ - _____

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CoosWA may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

b. Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4).

CONTRACTOR, BY EXECUTION OF THEIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY APPROVALS

CONTRACTOR

By: _____ Title: _____

Date: _____

Facsimile number: _____ Federal Tax Number _____

Oregon/State Tax Number _____

Coos Watershed Association (CoosWA)

Authorized

Signature: _____ Title: _____

Date: _____

Contractor: _____

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EXHIBIT A
WORK PLAN

Contractor: _____

Contract #: _____

EXHIBIT B
INSURANCE REQUIREMENTS
PERSONAL/PROFESSIONAL SERVICE CONTRACT # _____

During the term of this Contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. **Required by CoosWA of contractors with one or more workers, as defined by ORS 656.027.**

Workers' Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **Required by CoosWA** **Not required by CoosWA.**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. **Required by CoosWA** **Not required by CoosWA.**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the Coos Watershed Association (CoosWA) and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. **Required by CoosWA** **Not required by CoosWA.**

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law (ORS 806.060), \$200,000, \$500,000, or \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Margaret Kirby, Progm Manager, Coos Watershed Association.

6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to Margaret Kirby, Progm Manager, Coos Watershed Association prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Contractor: _____

Contract #: _____

**EXHIBIT C
CERTIFICATION STATEMENT FOR AN INDEPENDENT CONTRACTOR**

Part A. CONTRACTOR IS A CORPORATION.

The Contractor is a corporation authorized to do business in the State of Oregon.

Contractor Signature _____ Date _____

(If the Contractor signs Part A, the remainder of this Certification Statement does not need to be completed. The Contractor shall return this form, regardless of which Parts are completed to the CoosWA. Contractor shall complete either Part A or Part B).

Part B. CONTRACTOR IS AN INDEPENDENT CONTRACTOR.

(Used when the Contractor is an Independent Contractor or is a professional corporation and meets the following standards)

1. I am licensed under ORS chapter 701 to provide labor or services for which such registration is required.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. I will furnish the tools or equipment necessary for the contracted labor or services.
4. I have the authority to hire and fire employees who perform the labor or services.
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following:)**
 - ___ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - ___ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - ___ C. Telephone listing is used for the business that is separate from the personal residence listing.
 - ___ D. Labor or services are performed only pursuant to written contracts.
 - ___ E. Labor or services are performed for two or more different persons within a period of one year.
 - ___ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____ Date _____

(CoosWA completes Part C below when Independent Contractor completes Part B above.)

Part C. COOSWA APPROVAL.

ORS. 670.600. Independent Contractor Standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. State agency certifies the contracted work meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. The Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. The Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. The Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of periodic progress payments as outlined in Exhibit A.

CoosWA Signature _____ Date _____

(CoosWA's certification is solely for the State's benefit and internal use.)