

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into by and between the Chuckanut Community Forest Park District ("hereinafter referred to as "District") a Washington metropolitan park district and Common Futures LLC, a Washington Limited Liability Company, (hereinafter referred to as "Contractor") for preparation of a baseline report for a conservation easement held by the District.

WHEREAS, the City of Bellingham granted to the District a conservation easement recorded under Whatcom County Auditor's File no. 2140100259 ("Conservation Easement"); and

WHEREAS, Section VII of the Conservation Easement requires that prior to adoption of the park master plan for the subject property encumbered by said easement the baseline data of the subject property must be prepared; and

WHEREAS, the District solicited qualified professionals to gather the baseline data for the Conservation Easement and selected Ann Eissinger of Common Futures LLC to gather the baseline data and create a baseline data report for the Conservation Easement and the City of Bellingham agreed with said selection; and

NOW THEREFORE, in consideration of the mutual benefit derived by the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties mutually agree and covenant as follows:

I. AGREEMENT

1. Services. Contractor will perform the services necessary to gather baseline data and prepare a baseline report for the Conservation Easement pursuant to the actions and timeline attached hereto as Exhibit A ("Scope of Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. No additional work shall be performed or deemed authorized without the written prior authorization from the District and Contractor shall have no right or claim for payment for such work even if said work was performed in good faith. Any work done in violation of this paragraph shall be at the sole cost and expense of Contractor.

2. Compensation. In return for the Services to be performed hereunder by Contractor, the District shall pay Contractor a fee totaling up to Twelve Thousand Dollars (\$12,000.00) which shall be full compensation for the Scope of Work including reimbursable expenses. Contractor's expenses will be reimbursed at cost. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Prior written approval from the District is required for additional remuneration.

3. Term. This Agreement shall commence on February 1, 2015 and shall continue until July 1, 2015 or until the Scope of Work is completed, whichever occurs first, unless otherwise terminated pursuant to this Agreement.

4. Communications. Once this Agreement effective, all Contractor's communications with the District will be through District Commissioner, Susan Kaun. Contractor shall send its monthly progress reports to Susan Kaun. All communications required by this Agreement may be personally delivered, mailed, or emailed, to the other party.

5. Relationship of the Parties. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship or joint venture relationship between the District and Contractor, its employees or subcontractors. Contractor is an independent contractor and not an employee of the District or affiliates. Accordingly, Contractor is responsible for payment of all taxes arising out of Contractor's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, unemployment insurance taxes, and any other Federal, State or local taxes or business license fees, as required. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or regulations, shall be Contractor's sole responsibility.

6. Conflicts of Interest. Contractor warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement.

7. Compliance with Laws. Contractor agrees to comply with all local, state and federal laws and regulations applicable to the project, including building codes, environmental protections, and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, health, the work place environment. Contractor shall obtain all professional licenses and permits required to complete the Scope of Work as defined.

8. Records and other Tangibles. Until the expiration of six years after the term of this Agreement, Contractor agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the District as requested by the District.

9. Ownership of Work. The District has ownership rights to the plans, specifications, and other products prepared by the Contractor. Contractor shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Contractor. Contractor shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the District's prior consent.

10. Disclosure. All information developed by Contractor and all information made available to the Contractor by the District, and all analyses or opinions reached by the Contractor shall be confidential and shall not be disclosed by Contractor without the written consent of the District, unless said information is made publicly available by the District or the City of Bellingham.

11. Deliverables. All tangible materials produced as a result of this Agreement shall be prepared as specified in this Agreement. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product on a USB (universal serial bus) flash drive or CD Rom in a PDF format or other format specified by the District.

12. Invoices. Contractor shall submit invoices showing description of work items being invoiced, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, by the 10th of the month to be paid within thirty (30) days, unless other terms are agreed to by the parties. Should there be any dispute with regard to charges contained in any invoice, that portion of the invoice in dispute may be held in abeyance until resolved.

13. Costs and Disbursements. Contractor shall pay all costs and disbursements required for the performance of its services under this Agreement.

14. Insurance - Indemnity

a) As a further consideration in determining compensation amounts, Contractor shall procure and maintain, during the life of this Agreement, such commercial general liability insurance as shall protect Contractor and any subcontractor performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Contractor, its employees any subcontractor, or anyone directly or indirectly employed by either of them.

b) Contractor, its employees and its subcontractor agree to defend, indemnify and hold harmless the District, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by Contractor or its agents or employees, in the performance of the Scope of Work. Contractor waives any right to immunity which it may have under Industrial Insurance, Title 51 RCW and any amendment thereof or substitution therefor for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

c) Contractor shall submit to the District, prior to the commencement of services, certificates of insurance evidencing:

i) Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

ii) Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and

iii) Professional Liability not less than \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of notice to proceed and coverage shall remain in effect for the term of this Agreement plus three years.

d) All policies shall be issued by a company having an A. M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the District. Except for professional liability, the District and its commissioners and officers shall be named as an additional insured on all policies. The certificates of insurance shall specify the project name.

15. Standard of Care

a) Contractor shall perform its work to conform to generally accepted professional standards. Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or omissions in such work.

b) The District's approval of plans, drawings and specifications shall not relieve Contractor of responsibility for the adequacy or accuracy thereof. Contractor shall remain liable for damages and costs incurred by the District arising from Contractor's errors, omissions or negligent performance of services furnished under this Agreement.

16. Notice. Unless otherwise specified herein, all notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by

or delivered by an overnight delivery service (with confirmation) to the parties to the following addresses (or at such other address as a party may designate by like notice to the other parties):

Chuckanut Community Forest Park District
District Commissioner, Susan Kaun
PO Box 4283
Bellingham, WA 98227

Common Futures LLC
Ann Eissing
P.O. Box 2891
Corvallis, OR 97339

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

17. Assignability. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the District.

18. Termination. This Agreement may be terminated by the District for cause when the District deems continuation to be detrimental to its interests or for failure of the Contractor to perform the services specified in the Agreement. The District may terminate this Agreement for cause by sending a written notice to Contractor that specifies a termination date at least seven (7) days after the date of notice. This Agreement may also be terminated by the District without cause by sending written notice to Contractor that specifies a termination date at least thirty (30) days after the date of notice. Unless terminated for Contractor's material breach, Contractor shall be paid or reimbursed for all hours worked up to the termination date, less all payments previously made; provided that the work performed after the date of notice is reasonably necessary to terminate the work in a professional manner.

19. Disputes. If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The District reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Whatcom County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

20. Extent of Agreement. This Agreement represents the entire and integrated understanding between the District and Contractor and may be amended only by written instrument signed by both the District and Contractor.

21. Nonwaiver of Breach. Failure of either party to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

22. Counterparts. This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

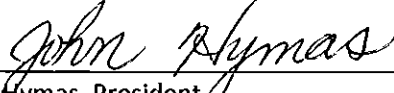
IN WITNESS WHEREOF, the parties have executed this Agreement on the date last written which shall also be the effective date of this Agreement.

COMMON FUTURES, LLC

CHUCKANUT COMMUNITY FOREST PARK DISTRICT

Ann Eissinger, Managing Member


Date signed: _____



John Hymas, President

Date signed: 1-29-2015


Approved as to Form:



Attorney for the Chuckanut Community
Forest Park District

Date signed: 01.29.15

COMMON FUTURES, LLC



Ann Eissinger, Managing Member

Date signed: 1/28/2015

CHUCKANUT COMMUNITY FOREST PARK DISTRICT

John Hymas, President

Date signed: _____

Approved as to Form:

Attorney for the Chuckanut Community
Forest Park District

Date signed: _____

**Alternative Option
Proposed Scope of Work 2015
Chuckanut Community Forest Park District
Baseline Documentation Report for Conservation Easement**

1/20/2015

Submitted by:
Ann Eissinger, Owner / Manager / Wildlife Biologist
Common Futures LLC

The Chuckanut Community Forest Baseline Documentation Report shall be prepared for the purpose of documenting the important conservation values protected by the conservation easement, recorded January 6, 2014, and the relevant conditions of the property as necessary to monitor and enforce the easement. The preparation of the report will follow the Land Trust Alliance guidelines and standards for such documentation and will include additional requirements as specified in the easement.

This Alternative Scope of Work and related budget is dependent on collaboration with the City of Bellingham and GIS personnel to provide all the maps, mapping and related GIS spatial data and support necessary to complete the Baseline Documentation Report.

The Baseline Documentation Report will rely heavily on existing information and data sources. Field visits will be limited to truthing, mapping certain physical features, photo documentation and gross observation. No additional biological field study or scientific data collection will be completed as part of this scope of work due to budget constraints. However, the report will include supplemental recommendations that will further define actions, including studies, to support the conservation easement purpose and future monitoring.

The Baseline Documentation Report will include the following elements:

1. Background information (grantor, grantee, conservation easement purpose).
2. General property description.
3. Parcel map and boundaries.
4. Property history.
5. Land use, current uses, zoning and existing development.
6. Conservation easement values and restrictions.
7. Conservation easement reserved rights and permitted uses.
8. Physical conditions and features including general description and maps of natural landscape features including: geology, topography, soils and hydrology.
9. Biological conditions and features including vegetation communities, habitat types, fish and wildlife, known species of concern, ecological function and sensitive areas, with descriptions and maps, based on the best available, most recent, science-based information.
10. Artificial or human made structures and features such as buildings, fences, trails and roads.
11. Documentation of the size, dimension, and present use of off-site features specifically referenced for comparison in the Conservation Easement Section IV at subparagraphs (h), (j), (m), (p), and (q).
12. Photographs of key features.
13. Compilation of relevant environmental studies of this property (including wetlands delineation, habitat and wildlife assessment).
14. Recommendations for further action and/or study.

Baseline Documentation Report List of Maps

All maps will overlay on aerial photography unless otherwise specified. LIDAR imagery may be used if available for this area. All spatial data, maps and mapping support will be provided by the City of Bellingham.

1. Parcel Map and Boundaries (82 acre property)
2. Area Map – property on larger landscape with other conservation lands identified
3. Land use and existing development (including adjacent properties).
4. Zoning (including adjacent properties)
5. Land cover (vegetation communities)
6. Hydrology – streams and wetlands
7. Wetlands – using outside source data if available
8. Soils
9. Geology (if available)
10. Topography
11. Habitats, corridors and sensitive areas – if sufficient information is available
12. Artificial or human made structures and features such as existing buildings, fences, trails and roads
13. Off-site features

Work Plan

The work plan for the Baseline Documentation Report preparation includes 7 parts and will include monthly progress reporting to the CCFPD. The work plan consists of the following:

1. Information gathering and review including: existing documents, reports, GIS data, natural resource information, etc. This stage will verify existing information and data compatibility, identify information gaps, and determine the necessary field work.
2. Coordinate with COB GIS Specialist to outline maps.
3. Field work and photo documentation.
4. Information and data compilation.
5. Report preparation.
6. Draft report submission to CCFPD Board of Commissioners for review and comment.
7. Final report and data submission.

Work for this project will be performed by Common Futures LLC under the direction of project lead, Ann Eissinger and in cooperation with the City of Bellingham GIS Specialist. All deliverables will be provided in electronic format per CCFPD specifications.

Timeline

The timeline for the work as presented in the Work Plan is 5 months, beginning February 1, 2015 and with final submission of the report by July 1, 2015. In the event that the work is completed more quickly, the report will be submitted earlier. Monthly progress reports will be provided.

Budget

The budget for this project includes the following components and estimated time required. This budget is also dependent on a cost share with the City of Bellingham to provide all GIS and mapping for the project.

- Document gathering, research and review: 20 hours
- Field time: 12 hours
- Trail mapping: 10 hours
- GIS and Map prep: 20-30 hours (COB)
- Report preparation: 70 hours
- Travel and meeting time: 8 hours

Estimated Hours CF: 120 hours

Estimated Hours COB: 20-30 hours (GIS and Mapping)

Estimated Total Cost: \$12,000

Please contact me for further detail, or questions. Thank you!

Respectfully Submitted,



Ann Eissinger, Owner / Manager / Wildlife Biologist
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97339
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