CONSULTING SERVICES AGREEMENT

Seward Park eDNA Sequencing Project

This Agreement is a contract between FRIENDS OF SEWARD PARK, a Washington nonprofit corporation (hereinafter, "FoSP"), and HAVEN ECOLOGY AND RESEARCH LLC, a Washington limited liability company (hereinafter, "HER").

1. Location, Scope of Service, Term, and Compensation

HER agrees to perform the following services described in EXHIBIT A of this Agreement in connection with the Seward Park Research Project. Services, completion date, and compensation are shown in EXHIBIT A. HER may submit invoices to the FoSP as frequently as once per month during the progress of work for partially completed tasks as described in EXHIBIT A. FoSP will pay HER's fees within 30 days of receipt of properly prepared and submitted invoices, which are due by the 5th day of each month for all services completed in the previous month.

2. Insurance Coverage

HER shall, while performing its services under this Agreement, maintain in effect: worker's compensation insurance in the statutory amounts as required by the Worker's Compensation Law in the state or states in which HER is obligated to provide worker's compensation benefits, General Liability insurance, and Business Auto Policy insurance as follows:

Commercial General Liability (CGL) Insurance: HER shall purchase and maintain commercial general liability insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Business Auto Policy (BAP) Insurance: HER shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense."

Industrial Insurance (Workers Compensation): HER shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees.

Additional Insured: FOSP, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

3. Standards, Errors, and Omissions

HER agrees to perform its services under this Agreement in a professional, workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the environmental services profession practicing in this area. HER shall comply with all applicable federal, state and local laws or regulations. HER and FOSP understand and agree that estimates of forest resources are customarily based on statistical samples and often require the independent judgment of the person making the estimate or projection. As such estimates and projections are subject to sampling precision and statistical error, and because they are subject to natural variations and environmental conditions that may cause actual volumes and values to vary from those estimated or projected, HER shall not guarantee the accuracy of such estimates, projections or values.

4. Indemnification

HER agrees to defend, indemnify and hold harmless FoSP, its officers, directors, employees, agents, affiliates and members from and against any and all third-party claims, lawsuits and demands and the associated liabilities, damages, costs and expenses (including reasonable attorneys' fees) (the "Claims") arising from bodily injury, death, or property damage, caused by any act, omission, or failure of HER or its officers, directors, employees or agents, in connection with this Agreement.

FoSP agrees to defend, indemnify and hold harmless HER, its officers, directors, employees, agents, and affiliates from and against any and all third-party claims, lawsuits and demands and the associated liabilities, damages, costs and expenses (including reasonable attorneys' fees) (the "Claims") arising from bodily injury, death, or property damage, caused by any act, omission, or failure of FoSP or its officers, directors, employees, or agents, in connection with this Agreement.

5. Independent Contractor

In performing its services under this Agreement, HER is in all respects an independent contractor. HER is not the employee, agent or partner of FoSP and nothing in this Agreement shall be construed to create a partnership, joint venture or other association among the parties. HER is solely responsible for the proper accounting and payment of its own federal income tax, social security, workers' compensation and other taxes, insurance premiums, and all other expenses associated with its business.

6. Termination and Suspension

This Agreement may be terminated without further notice upon the insolvency, adjudication of bankruptcy or appointment of a receiver for property of either party.

In the event of default on any of the terms and conditions set forth on the part of FoSP to be performed herein, HER (at HER's sole option) may choose to give notice and thereby terminate this Agreement. In addition, either party may, without liability to the other, suspend activities when performance is delayed or prevented by act of God, labor dispute, government acts or any circumstances beyond the reasonable control of the suspending party.

In the event that FoSP wishes to cancel this Agreement due to a reason not defined in the preceding paragraphs, FoSP will be responsible for compensating HER for any work initiated and hours invested in the project. HER retains the right to determine a reasonable level of compensation for its services up to the date of termination of the Agreement.

7. Assignment

This Agreement may not be assigned. It shall be binding upon, and shall inure to the benefit of, all successors or heirs of each party.

8. Modifications

Any modification of this Agreement must be in writing, signed by both parties. Modifications will be attached to and become a part of this original Agreement.

9. Dispute Resolution

FoSP and HER enter this Agreement in shared respect, with the expectation of mutual benefit from the activity and project it describes. If a dispute or conflict arises during the course of their contractual relationship, they agree to seek a resolution of these matters in the following way:

- For disputes that may arise between FoSP and HER: If they are unable to agree on anything that relates to the contract's terms and conditions, they will seek the assistance of a mutually agreed upon neutral party and attempt to resolve their dispute through mediation prior to initiating any formal legal proceeding.
- For any dispute or claim made against them by someone else, concerning activity under the contract: FoSP and HER both agree that they will protect and indemnify each other against any claims which are caused by their own negligent acts or omissions while performing under this contract. If such a claim is made against FoSP or HER, the party whose action or omission gave rise to the claim shall defend the other party at the indemnifying party's sole cost and expense, and if final judgment is rendered against the other party, the party whose actions or omissions gave rise to the claim shall satisfy it to the extent of that party's negligence.

10. Legal Action

Any formal legal action concerning a dispute involving this Agreement shall be commenced and maintained in Kitsap County, Washington. In any action brought by either party with respect to

this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, together with all costs and expenses in connection with the action, which amounts shall be included in any judgment or decree entered in the action.

11. Entire Agreement

This Agreement represents the entire contract, and there are no other prior or contemporaneous understandings between the parties with respect to the services covered by this Agreement.

12. Construction

This Agreement shall be construed under the laws of the State of Washington. In the event that any clause conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision.

13. Notice

Written notices under this Agreement shall be delivered in person to a party or by first class mail to the address shown below the party's signature. By written notice to the other party, a party may designate an agent to receive notices.

14. Term

This Agreement shall commence upon signing by both parties. It shall terminate upon the earlier of the satisfactory completion of the work described in paragraph 1 unless terminated earlier as provided in paragraph 6, above.

15. Execution – Legal Advice

By its execution hereof, each of the parties hereto acknowledge and agree that each has freely, voluntarily and knowingly executed this Agreement and further that each has had full opportunity to review this Agreement with legal counsel of its own choosing.

16. Ownership of Work Product

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of FoSP, shall be forwarded to FoSP at its request and may be used by FoSP as it sees fit. HER shall not be held liable for reuse of documents or modifications thereof by FoSP or its representatives for any purpose other than the intent of this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below:

FRIENDS OF SEWARD PARK

Paul B Talbert

2024-08-13

Paul Talbert
President
4601 S Brandon St
Seattle, WA, 98118
206-898-1674

HAVEN ECOLOGY AND RESEARCH LLC

Dylan Mendenhall

2024-08-19

Dylan Mendenhall
Owner
1123 Scott Ave
Bremerton, WA 98310
(206) 225-4277

Attachments:

- Exhibit A - Scope of Work

EXHIBIT A– Scope of Work

Seward Park eDNA Sequencing Project

August 8, 2024

Background

Sword ferns and western hemlock trees are declining across Western Washington. These two phenomena, presumably caused by unidentified pathogens or abiotic processes, also appear to be impacting the plant community in Seward Park. Friends of Seward Park ("FoSP") has an interest in promoting the responsible stewardship of the park and conducting related outreach to community stakeholders. The purpose of this contract is for Haven Ecology and Research LLC ("HER") to support FoSP's stewardship and outreach work by conducting further research into the processes driving the declines in the sword fern and western hemlock populations.

Tasks

- Task 1 (as assigned)
    - Collect 15 foliar samples from sword ferns in Seward Park (5 symptomatic, 5 healthy) and a comparable site in Seattle (5 healthy)
    - Collect 3 foliar samples from western hemlock trees in Seward Park (1 symptomatic, 1 healthy) and a comparable site in Seattle (1 healthy)
- Task 2
    - Prepare and extract DNA from 18 experimental samples, two positive controls (bacteria, fungi) and a negative control
    - Amplicon sequencing for 57 samples targeting bacteria (16S), fungi and oomycetes (ITS) using the PacBio platform at the IMR (Dalhousie University) ▪ Bacteria: 18 + 1 positive control = 16 samples
        - ▪ Fungi: 18 + 1 positive control = 16 samples
        - ▪ Oomycetes: 18 samples
        - ▪ Negative control: 1 sample
    - Conduct analysis descriptive statistics and indicator species analysis
    - Write report and present findings to FoSP
    - Storage of DNA aliquots (-20°C) for up to 12 months
- Task 3 (as assigned)
    - Bioinformatics using ASV approach
- Task 4 (as assigned)
    - Consultation on bioinformatics, experimental design, or forest ecology

Timeline

- Sample collection: August 26 – 31
- Sample preparation: September 1 – 6

- Sequencing: September 7 – October 31
- Draft report: November 15
- Final report: December 15

Deliverables

- Task 2
    - Extra aliquots of DNA extracts
    - FASTQ files
    - Report summarizing methods, analysis and results
- Task 3
    - FASTA files
    - ASV table with taxonomy

Compensation

- Task 1 – fixed rate: $960
- Task 2 – fixed rate: $12,120
- Task 3 – fixed rate: $1,920
- Task 4 – hourly rate of $120/hr, not to exceed $960

Audit trail

Details

FILE NAME	Haven_FoSP_contract_2024-08-08 - 8/8/24, 7:12 PM
STATUS	Signed
STATUS TIMESTAMP	2024/08/19 17:11:25 UTC

Activity

SENT	dylan@havenecology.com **sent** a signature request to: • Dylan Mendenhall (dylan@havenecology.com) • Paul B Talbert (ptalbert@fredhutch.org)	2024/08/09 02:13:36 UTC
SIGNED	**Signed** by Paul B Talbert (ptalbert@fredhutch.org)	2024/08/13 20:48:50 UTC
SIGNED	**Signed** by Dylan Mendenhall (dylan@havenecology.com)	2024/08/19 17:11:25 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2024/08/19 17:11:25 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.