

COPY

Project Beaver Trapping
Contract No. 904323

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Urban Wildlife Control, referred to herein as "Contractor," located at 19702 SE Tillstron Road, Boring, Oregon, 97209.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective June 5, 1995 and shall remain in effect until and including June 30, 1996, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed SEVEN THOUSAND AND 00/100THS DOLLARS (\$7,000.00).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

* e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of negligent acts of the contractor connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax

status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor 30 days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

Urban Wildlife Control

Metro

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
SCOPE OF WORK /
TERMS OF PAYMENT

Beaver Management at Smith/Bybee Lakes

Background

Beaver, a native inhabitant of the Pacific Northwest region, have proliferated in the last decade within the Smith and Bybee Lakes area. Since the construction of the impoundment structure built in 1982, the resulting static surface water levels has provided favorable habitat for an expanding beaver population. As long as the food source is available and no predators are present in significant numbers, the beaver population will continue to expand until available food sources are depleted. Given the limited woody plants within the lakes area, the beaver population must be reduced to protect the area's limited forest resources.

The Smith and Bybee Lakes Management Committee, with the support of Oregon Department of Fish and Wildlife (ODFW), recommend trapping and removing live beaver from the Smith and Bybee Lakes management Area for re-locating into areas where there is an identified need to place live beaver.

General Guidelines

Trapping will be conducted in a manner that minimizes injury to the animals, allowing for successful establishment after re-location. Re-location will be coordinated with ODFW, including obtaining the necessary permits.

The handling of incidentally-trapped nutria will be at the discretion of the contractor. However, disposal of incidentally-trapped nutria is encouraged. Nutria is a pest species introduced into the region that reproduces quickly and year-round. Nutria may be disposed on-site, if safely buried, or removed for off-site disposal.

Other non-native mammals incidentally trapped (i.e. feral cats and dogs) will be removed and taken to Oregon Humane Society located nearby at 1067 NE Columbia Boulevard. Costs associated with handling of these non-native species will be billable to Metro.

Responsibilities

CONTRACTOR will:

1. Obtain the necessary permits for capture and release of beaver.
2. Provide all equipment and materials necessary to capture beaver live.

3. Locate, with the assistance of Metro staff, suitable trapping locations that have high potential for capturing beaver while providing reasonable access for removal that will ensure the survivability of the captured animal.
4. Assume all responsibilities for removal and re-location of the captured beaver in a manner that will maintain its health sufficiently for survivability after release. This may include temporary storage in a covered cage, providing food and water, and minimizing disturbance until release.
5. Coordinate with the release of captured beaver ODFW.
6. Bill Metro on the basis of days expended in the effort to capture, sustain, and re-locate beaver from the lakes area, including time-of-travel expenses associated with transporting captured animals. The billing rate is \$40/day.
7. Report hours of effort and number of beaver and other incidentally-captured mammals to Metro on a bi-weekly basis. The procedure for verifying capture of beaver will mutually agreed upon by the Contractor and Metro.

METRO will:

1. Pay for services according to time of effort expended in the capture and release of live beaver from Smith and Bybee Lakes Management Area.
2. Coordinate with Contractor in location of traps and removal of trapped animals.
3. Evaluate the cost-effectiveness of beaver capture. Trapping success will be determined based on a ten trap-days attempts. If the cost of beaver captures exceeds \$100/beaver, then Metro reserves the right to terminate the contract.