

Precision Wildlife Management LTD
2598 Morning Star Drive, Hinckley, Ohio. 44233
James A. Mariano, President 216-264-9777

Nuisance Wildlife Service Agreement

This Nuisance Wildlife Service Agreement (the "Agreement") is dated the 1st day of November 2022, by and between The City of Shaker Heights, an Ohio municipal corporation, 3400 Lee Road, Shaker Heights Ohio. 44120, (216) 491-1400 (hereinafter designated the "City"), and The City of Beachwood, an Ohio municipal corporation, 25325 Fairmount Blvd, Beachwood, Ohio. 44122, (216) 464-1070 (hereinafter designated the "City") and Precision Wildlife Ltd., an Ohio limited liability company, 2598 Morning Star Drive, Hinckley, Ohio 44233 (216) 264-9777, ("Precision"), hereinafter designated.

1. Scope of Work:

- A. Precision will work with the City of Shaker Heights and Beachwood to address their Deer Management issues.

Precision shall provide the following services:

- i. Bait as needed, prior to the commencement of culling activity and throughout the culling season.
- ii. Precision will utilize special trail cameras at some of the bait sites.
- iii. Coordinate with the Cities, or their designee concerning bait site locations.
- iv. Coordinate with the Officer in Charge of both police departments during culling activities.
- v. Harvest deer and properly tag the deer carcasses for transportation.
- vi. Professionally remove deer carcasses, discreetly field dress deer outside the Cities and the venison will be provided to the needy in the area, in accordance with applicable state law.
- vii. Record sex, fetus information and age of deer and report the information to the Department of Natural Resources, Division of Wildlife in a timely manner.
- viii. Precision shall fill out the necessary paperwork for both cities to request deer permits from the Department of Natural Resources, Division of Wildlife.
- ix. Precision shall complete and provide an End of the Season culling report of both Cities to be forwarded to the Department of Natural Resources, Division of Wildlife by the City.

B. Precision bases this Agreement on the following assumptions:

- Permission from the Cities and residents to cull on City and private property throughout both Cities. Minimum of 5-10 viable bait sites in Shaker Heights. Minimum of 10-15 viable bait sites in Beachwood. (A viable bait site is a site that is easily accessible, multiple deer visit the site regularly, it is and safe to harvest deer in a discrete manner.)
- The culling days will be at the discretion of Precision.
- The services will terminate upon the earlier of:
 - The harvesting of 70 Whitetail Deer or
 - March 31, 2023
- Cities will allow Precision to operate vehicles on paths in parks and median strips.
- Cities will allow Precision to harvest deer from vehicles
- Cities will allow Precision to confirm weapon is sighted in daily at the Service Department salt pile.
- Cities will provide current data on deer calls for service during the past year as well as the number of deer/vehicle collisions and deer carcasses removed by the Cities
- Cities will provide vegetation/biodiversity Plant Study Results if available as well as aerial deer survey, pellet survey or spotlight survey if available
- Cities will also provide information on updated deer management goals
- City will have signed contract with Precision in place by November 1, 2022, in order to start logistics and planning on November 1, 2022. Baiting and culling will start on or about December 1, 2022. Cities will grant permission to Precision to acquire private property and City bait sites. Reasonable efforts will be made to notify neighbors of private property sites that have given permission.
- Cities will allow Precision to choose processor of their choice and donate all venison to persons in need in accordance with applicable state laws

2. Term:

The term of this Agreement shall commence on November 1, 2022 and shall terminate upon the earlier of the harvesting of 70 whitetail deer and completion of the end of the year culling report or March 31, 2023, unless extended in writing by agreement of the parties hereto, or unless sooner canceled or terminated as permitted herein.

3. Compensation:

Payment shall be made to Precision by the City of Shaker Heights and the City of Beachwood in the amount of \$110,000.00 for services rendered in both Shaker Heights and Beachwood.

- Payment shall be made to Precision by the City of Shaker Heights in the amount of \$50,000.00 for services rendered. The City will receive an invoice for \$25,000.00 upon signing of contract. The \$25,000.00 will be due January 4, 2023. The remaining \$25,000.00 will be invoiced upon completion of culling 70 deer or March 31, 2023, and after the submission of the end of the season culling reports.
- Payment shall be made to Precision by the City of Beachwood in the amount of \$60,000.00 for services rendered. The City will receive an invoice for \$30,000.00 upon signing of contract. The \$30,000.00 will be due January 4, 2023. The remaining \$30,000.00 will be invoiced upon completion of culling 70 deer or March 31, 2023, and after the submission of the end of the season culling reports.
- Invoices submitted by Precision to the Cities are due within 30 days of receipt.
- Upon the harvesting of 70 deer, a change order may be submitted by the Cities to harvest an additional 10 deer for \$16,000.00. Additional change orders may be submitted in increments of 10 deer for a total of 30 additional deer for the culling season.

4. Oversight and Notices:

All of the work done under this Agreement shall be performed under the oversight of the cities of Shaker Heights and Beachwood, or their designee. All notices, reports, and invoices required of this Agreement shall be provided to the Cities, or their designee by email or regular U.S. Mail to the City of Shaker Heights, 3400 Lee Road, Shaker Heights, Ohio, 44120 and to the City of Beachwood, 25325 Fairmount Blvd, Beachwood, Ohio, 44122.

5. Insurance:

Precision shall provide proof that it and its employees are covered by, at least \$1,000,000 of general liability insurance. Precision shall provide both Cities with a certificate of insurance for such policy. The certificate of insurance shall name the Cities as additional insured. Said certificate of insurance shall also provide that at least ten (10) days written notice shall be given to the cities of any material change in, or cancelation of, said insurance policies.

6. Independent Contractor:

Precision hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of either city. Precision shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to income, unemployment, and workers compensation; and the Cities will not provide, or contribute to any plan which provides benefits, including but not limited to unemployment, insurance, workers compensation, retirement benefits, liability insurance or health insurance. All individuals employed by Precision who provide personal services to the Cities are not public employees under state law.

7. Default:

Should Precision at any time fail in the performance of this Agreement, the Cities shall have the right to immediately, upon notice to Precision, suspend all work or any part thereof under this Agreement until such time as the Cities are satisfied that the work might continue, and/or the Cities may, after three (3) days written notice to Precision, to terminate the Agreement. The election by the Cities to either suspend or terminate this contract, or to refrain from doing so when it may have the right to do so, shall not be considered a waiver by the Cities of any of its rights under this contract or the law, but rather shall be considered additional to any such rights. In the event of the suspension, cancellation or termination of this Agreement by the Cities, the Cities of Shaker Heights and Beachwood agree to pay Precision for any approved work performed on both Cities on behalf for which the Cities of Shaker Heights and Beachwood have made no payment up to the time of said suspension, cancellation or termination.

8. Indemnification:

Precision shall indemnify and save harmless both Cities from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description made brought or recovered against the Cities by reason of any act or omission of Precision, its agents, or employees, in the execution of the work herein contracted for, or in the use by Precision of any equipment or procedures which do not fully comply with the state and federal regulations governing such use.

9. Assignments and Subcontracting:

This Agreement may not be assigned or transferred to any party or firm without the written permission of the Cities of Shaker Heights and Beachwood. To the extent that the Cities grants permissions for the assignment or transfer of this Agreement, the party or firm assuming responsibilities of Precision shall be bound by all the terms and conditions of this Agreement. Precision shall use only its own employees. No subcontractor, and no affiliate, agent or subsidiary of Precision shall perform work without the permission of the Cities.

10. Complete Contract:

This Agreement shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this Agreement shall be binding upon all parties.

In witness whereof, authorized representatives of the parties to this Agreement, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

Precision Wildlife Management LTD.

Witnesses:

- 1. _____
- 2. _____

Precision Wildlife Management LTD.

By: [Signature]

Printed Name: James A. Mariano

President: _____

Tax ID. No. 82-2963956

Date: 11/11/2022

City of Shaker Heights

Witnesses

- 1. _____
- 2. _____

Mayor: David Weiss

Mayor: _____

Date: _____

The sum of \$ _____ is on and after (date) _____ in the City Treasury or in the process of collection, to the credit of Fund# _____, and not appropriated for any other purpose.

Purchase Order No. _____

Director: _____

John Potts, Director of Finance

Date: _____

Approved as to form:

Director: _____

William M. Ondrey Gruber, Director of Law. City of Shaker Heights

City of Beachwood

Witnesses

- 1. [Signature]
- 2. [Signature]

Mayor: Justin Berns

Mayor: _____

Date: 11/15/2022

The sum of \$ _____ is on and after (date) _____ in the City Treasury or in the process of collection, to the credit of Fund# _____, and not appropriated for any other purpose.

Purchase Order No. _____

Director: [Signature]

Larry Heiser, Director of Finance

Date: 11/15/2022

Approved as to form:

Director: _____

L. Stewart Hastings, Director of Law City of Beachwood

11/15/22