

**PREDATOR CONTROL**  
**MEMORANDUM OF UNDERSTANDING**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between **CAMPBELL COUNTY PREDATORY MANAGEMENT DISTRICT**, a Predator Management District pursuant to W. S. 11-6-201, by and through the Campbell County Predatory Animal Control Board (hereinafter referred to as BOARD), and the **CITY OF GILLETTE**, a Wyoming municipality and City of the First Class, (hereinafter referred to as CITY) pursuant to Wyoming Statutes section 16-1-101. The BOARD, and the CITY may be referred to hereinafter collectively as the Parties.

**I. PURPOSE**

This Memorandum of Understanding (MOU) outlines the terms of understanding among the Parties with respect to the furnishing of predator control services by the BOARD to the CITY including calls for service involving predatory animals such as skunks and badgers, within the boundaries of Gillette. The Parties anticipate that the most frequent calls for service in the city limits are related to trapping and removing skunks.

**II. SERVICE**

When a citizen calls with a concern about a skunk, or other predator, CITY will contact the BOARD contractor who then responds, traps and disposes of the animal. If there is a concern that the animal may be rabid, the BOARD contractor will assist the CITY ACO in preparing to have the animal tested. If a citizen calls the PD with an emergency situation, such as a citizen being actively threatened by a predator animal, the PD will dispatch either a police officer, an animal control officer or both to immediately take care of the situation. The Board, its officers and contractors shall not be considered employees of the City of Gillette because of services rendered pursuant to this MOU.

**III. FINANCING**

The CITY will pay the BOARD \$30,000 per year in quarterly payments for services pursuant to this agreement, provided that the BOARD is able to perform and has an employee or contractor in place to respond to calls for service within the City limits. The CITY may withhold payment for any quarter if the BOARD becomes unable to provide service. The BOARD shall invoice the CITY on a regular basis, within 30 days of the end of each quarter, on a fiscal year basis which begins on July 1.

#### IV. PROJECT MANAGEMENT

The BOARD will provide staffing to respond to calls for service from the CITY at all times. The BOARD will perform its services described in this MOU through a contractor who is not an employee of the BOARD. Before the approval of this MOU, the BOARD shall furnish CITY with the name and address of its contractor and any other information reasonably requested by the CITY to evaluate and investigate the contractor. The BOARD will also provide quarterly reports to document the number of calls responded to inside the city limits as well as out in the county. Since the BOARD also focuses on proactive trapping, the numbers of predators captured through the proactive program should also be documented inside the city limits and in the county. The documentation to show the proactive trapping program and the service responses should include the address and names (if applicable) of the location where the trapping and/or service response occurred and whether the location of the traps is within the City boundary.

#### V. TERM

This agreement shall begin on the date of execution and shall be in full force and effect for one year thereafter.

#### VI. COMPLIANCE WITH LAW

The Parties represent that the BOARD will comply with all applicable federal, state, BOARD and city ordinances and regulations.

#### VII. LIABILITY AND WORKERS' COMPENSATION INSURANCE

BOARD or its contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work by BOARD under this project as provided below. The CITY and BOARD specifically do not waive and specifically reserve any and all immunities granted by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq.

MINIMUM SCOPE AND LIMIT OF INSURANCE Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if BOARD has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Wyoming with Statutory Limits.
4. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The CITY its officers, officials, employees, and volunteers are to be covered as additional insured’s on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of BOARD by its contractor including materials, parts, or equipment furnished in connection with such work or operations.

***Primary Coverage***

For any claims related to this contract, BOARD's contractor's insurance coverage shall be primary insurance as respects the CITY its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY and COUNTY, its officers, officials, employees, or volunteers shall be excess of BOARD's contractor's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the CITY.

### ***Waiver of Subrogation***

BOARD hereby grants to the CITY a waiver of any right to subrogation which any insurer of BOARD or its contractor may acquire against the CITY by virtue of the payment of any loss under such insurance. BOARD agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not BOARD has received a waiver of subrogation endorsement from the insurer.

### ***Employers Liability/Stop Gap Coverage***

The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require BOARD's contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Verification of Coverage***

BOARD or its contractor shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before the project commences. However,

failure to obtain the required documents prior to the beginning of the project shall not waive the BOARD's contractor's obligation to provide them. The CITY and COUNTY reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### VIII. INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, CITY shall indemnify, defend and hold harmless BOARD and its contractor against any actions, claims or damages arising out of CITY's negligence in connection with this Agreement, and BOARD and /or its contractor shall indemnify, defend and hold harmless CITY against any actions, claims, or damages arising out of BOARD's contractor's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver or sovereign immunity beyond the limits set forth in Wyoming Statutes, 1-39-1 04(a), nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

#### IX SIGNATURES

In witness whereof, the Parties, through their authorized representatives, have executed this MOU on the dates set out below and certify that they have read, understood and agree to the terms and conditions of this MOU as set forth herein

#### **CAMPBELL COUNTY PREDATORY ANIMAL CONTROL BOARD**

Attest:

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**CITY OF GILLETTE, WY**

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John Opseth, Mayor

Attest:

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Karlene Abelseth, City Clerk