

WILDLIFE MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 20____ (the "Effective Date") by and between _____ ("Marksman") and the CITY OF WATERTOWN, WISCONSIN (the "City").

R E C I T A L S

WHEREAS, the City owns and operates an airport which includes all aeronautical navigation facilities and appurtenances, said airport being known as the Watertown Municipal Airport ("Airport"), and said City and Commission is desirous of maintaining the property free from wildlife such as deer and birds which pose a risk to aeronautical activities on the property; and,

WHEREAS, the Marksman will engage in the business of trapping, shooting, and removal of all wildlife from the Airport; and,

WHEREAS, the City is desirous of clarifying and memorializing the distinct functions and rights of the Marksman;

NOW, THEREFORE, for valuable consideration detailed below, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I S E R V I C E S

1. **Scope Services:** The Marksman is responsible for the trapping or elimination and removal of all wildlife, including but not limited to deer, cranes and geese, from the Airport within 72 hours of receiving an accepted Service Request.

2. Service Request:

a. **Initial Planning Meeting:** Prior to receiving any Service Request, Marksman shall meet with the Chief of Police or their designee to discuss necessary procedures, safety precautions, and approaches that will be taken to remove wildlife from the Airport. This meeting will include discussion of the placement of hunting blinds, hunter knowledge, equipment to be used and Marksman's experience with wildlife removal. This meeting shall happen no less than annually. Should the approved plan change, for example the movement of a blind, prior notification to the Chief of Police or their designee shall occur.

- b. **Procedure:** The Airport or City Police Department may initiate a Service Request by contacting the Marksman at the number provided below. The Marksman must accept the Service Request within 2 hours by responding to the number that called for the Service Request and complete it within 72 hours.
- c. **Rotation:** The Marksman may be part of a roster of contractors engaged by the City to provide wildlife management services. Service Requests will be assigned to the first available Marksman on the roster. If the Marksman fails to respond within 2 hours, or does not complete the Service Request within 72 hours, they will be rotate to the bottom of the list.
- d. **Notification Requirements:** At least 1 hour prior to arriving at the Airport to address a Service Request while in possession of a firearm, the Marksman shall inform the Watertown Police Department non-emergency at 920-261-6660. The notification must include the specific times during which the firearm will be present and may be used at the airport.
- e. **Reporting Requirements:** Upon completion of a Service Request, the Marksman shall report to the Airport the details of all wildlife that has been removed from the property.
- f. **Tags:** The City Airport shall provide Marksman with all necessary tags for removal of wildlife after acceptance of Service Request. If Marksman does not remove wildlife from the Airport after receipt of necessary tags, the tags shall be returned to the City Airport. All applicable permits shall be applied for by the City of Watertown.
- g. **Noise Restrictions:** To the extent possible the Marksman will use all equipment available, including the use of silencers, to minimize the noise caused by discharging a firearm. Marksman may receive an exception from this requirement from the Chief of Police if other sufficient methods will be utilized to prevent disturbances to properties near the Airport.

3. **Wildlife Disposal and Harvesting:** The Marksman is required to adhere to all applicable local, state, and federal regulations regarding the disposal of wildlife removed from the Airport. The Marksman is permitted to harvest and retain materials from the wildlife as outlined by these regulations.

4. **CWD Testing:** The Marksman shall arrange for all necessary Chronic Wasting Disease (CWD) testing to be completed on wildlife removed from the Airport.

5. **Shooting Protocol:** The Marksman must avoid discharging firearms towards any public right of way and is restricted to setting up in the locations specified on the map attached hereto and incorporated as Exhibit A.

Commented [EM1]: Not attached

ARTICLE II TERM

1. **Term:** This agreement shall begin on the date signed by the City below and shall expire on December 31, 20____. The Marksman will not be placed on the roster until they have completed their initial discussion with the Chief of Police or their designee.

2. **Renewal:** This agreement shall automatically renew for one-year terms up to five (5) times, provided Marksman continues to meet all required Qualifications, unless either party submits a written termination notice at least 30 days prior to the end of the current term.

3. **Termination:** Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.

ARTICLE III QUALIFICATIONS

1. **Hunter Safety:** The Marksman will have completed a hunter safety course approved by the Watertown Chief of Police or demonstrate sufficient knowledge of hunter safety during the initial meeting.

2. **Testing:** Prior to accepting any Service Requests and on or before October 15 of each year, the Marksman will complete firearm safety testing approved by the Watertown Chief of Police or their designee.

ARTICLE IV GENERAL PROVISIONS

1. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

2. **Modifications:** This Agreement may be amended or modified only by a written instrument duly executed by both of the parties hereto.

3. **Notices:** Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, or electronically delivered via E-mail to the parties' respective addresses as set forth below:

To the City:

Mayor Emily McFarland
City of Watertown
106 Jones Street
Watertown, WI 53094
E-mail: emcfarland@cityofwatertown.org

Copy to:

Atty. Steven T. Chesebro
City Attorney
City of Watertown
106 Jones Street
Watertown, WI 53094
E-mail: schesebro@cityofwatertown.org

To Marksman:

Address: _____

Phone: _____

E-mail: _____

To Airport:

Krys Brown
Watertown Municipal Airport
1741 River Dr,
Watertown, WI 53094
E-mail: krys.brown@wisconsinaviation.com

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effect such delivery; or (c) in the case of electronic delivery via E-mail, on the date when any such E-mail was sent. Each party may change the address to which notice must be given by delivery of written notice to the other parties in accordance with this Section.

4. **Non-Assignment:** Marksman may not assign the obligations under this Agreement, whether by express assignment or by sale of the company, without City's

prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion.

5. **Severability of Provisions:** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

6. **Time of Essence:** Time is of the essence.

7. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

8. **Defaults; Litigation:** No party shall be deemed to be in default under this Agreement for failure to perform any term or condition of this Agreement unless the other party (the "Non-Defaulting Party") has first given the party alleged to be in default (the "Defaulting Party") written notice describing such failure, and the Defaulting Party does not, within 10 (ten) days thereafter, cure such failure (an "Event of Default"). Following an Event of Default, the Non-Defaulting Party shall have all rights and remedies available to it under law or in equity against the Defaulting Party. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

9. **Headings:** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

10. **Authority to Sign:** Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

[Execution Page Follows]

This Agreement is executed this _____ day of _____, 20__.

By: _____

Date: _____

CITY OF WATERTOWN

By: _____
Emily McFarland, Mayor

Date: _____

Attest: _____
Megan Dunneisen, City Clerk

Date: _____