

**HUNTER MANAGEMENT AGREEMENT BETWEEN
WYOMING GAME AND FISH COMMISSION
AND
CITY OF LARAMIE**

Access Yes Program Coordinator: Jason Sherwood
Access Yes Program Doc #: 17H0018

1. **Parties.** The parties to this Hunter Management Agreement (Agreement) are the Wyoming Game and Fish Commission (Commission), by and through the Wyoming Game and Fish Department (Agency), whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006, and City of Laramie (Cooperator), whose address is: PO Box C, Laramie, WY 82073.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Cooperator shall allow public access for hunting, without charge, on the property and for the species described in Attachment A, which is attached to and incorporated into this Agreement by this reference.
3. **Term of Agreement and Required Approvals.** This Agreement is effective upon the last signature date affixed hereto (Effective Date). The term of this Agreement is from July 1, 2017 through **June 30, 2022.**

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** The Agency agrees to pay the Cooperator a base amount of two thousand, three hundred sixty-five dollars and zero cents (\$2,365.00) and a bonus amount of four hundred seventy-two dollars and zero cents (\$472.00) for a total annual payment amount of two thousand, eight hundred thirty-seven dollars and zero cents (\$2,837.00) per hunting year. Requests for payment may be submitted on or after November 1st of each year. The total payment under this Agreement shall not exceed fourteen thousand, one hundred eighty-five dollars and zero cents (\$14,185.00). The Agency shall pay Cooperator within forty-five (45) days of receipt and approval of Cooperator's claim.
5. **Responsibilities of Cooperator.** The Cooperator agrees to:
 - A. Allow, without charge to the public, foot, horseback, or vehicular access to individuals to the HMA for the purpose of hunting the species indicated in Attachment A for the duration of the hunting season, as defined by Agency regulation, including emergency regulation.
6. **Responsibilities of Agency.** The Agency agrees to:
 - A. Issue permission slips and hunting rules for the HMA;
 - B. Provide wildlife law enforcement;
 - C. Notify the public of the location of the HMA and the terms of access to the HMA;
 - D. Provide and install signs which direct the public to parking area(s) and access points;
 - E. Pay the Cooperator in accordance with Section 4 above.
7. **Special Provisions.**
 - A. **Termination.**
 - (i) This Agreement may be terminated by either party upon thirty (30) days written notice.

- (ii) Failure by the Cooperator to comply with the terms of this Agreement, including, but not limited to, restricting public access to the HMA during the Agreement period may, at the Agency's discretion, void all or a portion of this Agreement.
- (iii) If this Agreement is terminated for any reason prior to the stated ending date set forth in Section 3 above, payment of the annual amount remaining for the year in which termination occurred shall be prorated for that year.
- (iv) If ownership of the HMA property changes, this Agreement shall terminate upon the date of closing.

B. The Cooperator warrants its legal or equitable right to grant the above-described access to the HMA.

8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of this Agreement, this Agreement may be terminated by the Agency at the end of the period for which the funds are available.
- D. **Entirety of Agreement.** This Agreement, consisting of three (3) pages, and Attachment A, consisting of two (2) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- E. **Extensions/Renewals.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- F. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- G. **Nondiscrimination.** The Cooperator shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- H. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- I. **Sovereign Immunity.** The State of Wyoming, the Commission, the Agency and the Cooperator do not waive their sovereign or governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. The Cooperator retains all applicable limitations of liability under Wyo. Stat. §§ 34-19-101 through 107 and 1-1-121 through 123.

J. Indemnification. Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

9. Signatures. The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. This Agreement is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv). The effective date of this Agreement is the date of the signature last affixed to this page.

AGENCY:

Wyoming Game and Fish Commission


John Kennedy, Deputy Director
Wyoming Game and Fish Department

8/14/17
Date


Meredith Wood, Chief Fiscal Officer

8/13/17
Date

COOPERATOR:

City of Laramie


Janine Jordan, City Manager
Authorized Signatory for Cooperator

8/7/17
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Assistant Attorney General

5/1/17
Date

GF 22
AG Rev 3-8-2017

ATTACHMENT A TO HUNTER MANAGEMENT AGREEMENT

This is a 1yr 2yr 3yr 4yr 5yr Agreement.

Agreement # 17H0018

Individuals will have, without charge, foot, horseback and/or vehicular access to ten thousand (10,000) deed acres of property in Albany County, Wyoming, also known as the Monolith Ranch Hunter Management Area (HMA).

The legal description of the Monolith Ranch (HMA) is below attached. **If a legal description is attached, include the attached legal description as additional page(s) of this Attachment.)**

T. _____		T. _____		T. _____		T. _____	
R. _____		R. _____		R. _____		R. _____	
S. _____		S. _____		S. _____		S. _____	

(If a legal description is not attached but a map is, include the map as additional page(s) of this Attachment. If both a legal description and a map are attached, include the legal description and the map as additional page(s) of this Attachment.)

Foot, horseback, and/or vehicular access to the HMA is allowed for the hunting of the following species (check all that apply):

Small Game: Waterfowl Game Birds Rabbits

Big Game: Antelope ♂ Deer ♂ Elk ♂ Moose ♂

Antelope ♀ Deer ♀ Elk ♀ Moose ♀

Trophy Game: Black Bear Mountain Lion Other: (Please Describe) _____

for the duration of the hunting season, as defined by Commission regulation, including emergency regulation, or as otherwise stipulated below, for each species for which access is granted on the HMA for hunting years, beginning with the hunting year 2016 and continuing through the end of the hunting year 2020.

List any additional conditions below:

a) This shall replace previous agreement #16H0028, signed by the City of Laramie on 05/27/2016.

b) _____

c) _____

d) _____

Cooperator
Initials


GF 22 Att A
AG Rev 6/2014

Map of Monolith Ranch HMA (City Of Laramie)



