

**AMENDMENT NUMBER TWO TO
AGREEMENT BETWEEN
WHITE BUFFALO, INC. AND
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City") and White Buffalo, Inc., having its office at 26 Davison Road, Moodus, CT 06469 ("Contractor"), agree to amend their Agreement for Wildlife Management Services, dated October 16, 2017, and amended on or about October 16, 2017 (referred to herein collectively as "Agreement"), as follows:

- 1) Article II, is deleted and replaced with the following Article II:

"This Agreement shall become effective on July 1, 2017 and shall terminate on June 30, 2020, unless terminated as provided for in this Agreement.

- 2) Article IV (A) is deleted and replaced with the following Article IV (A):

"Services provided under any approved Work Statement will be paid as stated in the Proposed Budgets for each authorized Work Statement. Payment shall be made monthly, unless another payment term is specified, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed, including personnel, direct costs, and travel expenses, under Exhibit A and any Work Statement issued during the term of this Agreement shall not exceed Two Hundred Five Thousand Nine Hundred Forty and no/100 dollars in City FY18, Ninety Thousand Six Hundred Thirty-Five and no/100 in City FY19, and Seventy-Five Thousand Dollars in City FY20, unless an additional amount is approved in writing by the City Administrator.

- 3) Article V(A) is deleted and replaced with the following Article V(A):

The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself, the City, and any property owners who consent to allow Contractor to perform Services under this Agreement on such owner's property, from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. Contractor shall provide to the City, before commencement of any work under this contract, documentation demonstrating it has obtained the policies and endorsements required by Exhibit C.

- 4) Exhibit B is hereby deleted and replaced with the attached Exhibit B.

- 5) Exhibit C is deleted and replaced with the attached Exhibit C.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

For Contractor

By _____

Its:

Date: _____

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

Stephen K. Postema, City Attorney

Approved as to substance

Howard S. Lazarus, City Administrator

Service Area Administrator

EXHIBIT B

Services provided under any approved Work Statement will be paid as stated in the Proposed Budgets for each authorized Work Statement. Total cost for all Services during the term of the Agreement, inclusive of all Work Statements issued, shall not to exceed the amount allowed under Section V(A) of the Agreement as amended. It is understood by the parties that the scope of work for a work statement may include any or all of the following Services:

- Site Visit, Planning, Permitting
- Sharpshooting
- Capture and Sterilization
- Monitoring
- Public Education and Community Engagement

Budget Assumptions

- Contractor is being paid for time and materials, to the extent used.
- Assistance from Ann Arbor with baiting, remote immobilization, and camera support
- Final Deer Handling numbers established per approved MDNR permit for the applicable season.
- NTE Amount includes all personnel and direct costs

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. Coverage provided to the City (and to any property owner who consents to allow Contractor to perform services on his/her/their property pursuant to this Agreement) as additional insureds shall be to the full extent of Contractor's insurance. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

B. Insurance required under A.2 and A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

C. Insurance companies and policy forms are subject to approval of the City Attorney,

which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.