



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: October 5, 2015

MEMO TO: Bonnie Thomson Carter, Chair
Planning and Restoration Committee

Agenda Item# 9.6

S. Michael Rummel, Chair
Finance and Administrative Committee

FROM: James L. Anderson, Director
Natural Resource Department

SUBJECT: Joint Funding Agreement with USGS for Stream Gauge and Sediment Monitoring at Ethel's Woods Forest Preserve

RECOMMENDATION: Recommend approval of a Resolution approving a Joint Funding Agreement with the U.S. Geological Survey for Stream Gauge and Sediment Monitoring at Ethel's Woods Forest Preserve.

BACKGROUND: In 2007, as part of the ongoing planning for restoration of Rasmussen Lake, the District entered into a Joint Funding Agreement with the U.S. Geological Survey (USGS), pursuant to which the USGS installed and now monitors stream gauges that capture information about stream discharge and sediment transport at three locations near Ethel's Woods Forest Preserve. The USGS is interested in continuing collaboration in gathering data on stream flows and sediment from upstream and downstream at the preserve. Implementation of the restoration project began in 2014, and the monitoring is critical to record any changes resulting from the restoration.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Legal Counsel

FINANCIAL DATA: The project was part of the adopted FY2015/2016 Capital Improvement Plan for Ethel's Woods Forest Preserve. The total cost of \$90,900.00 is to be shared by the District and the USGS. The District's cost of \$47,400.00 will be charged to account 20104100-803200-63910.

PRESENTER: James L. Anderson

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
 LAKE COUNTY FOREST PRESERVE DISTRICT
 REGULAR OCTOBER MEETING
 OCTOBER 13, 2015**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING AND RESTORATION COMMITTEE** and **FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith "A Resolution Approving a Joint Funding Agreement with the U.S. Geological Survey for Stream Gauge and Sediment Monitoring at Ethel's Woods Forest Preserve," and request its adoption.

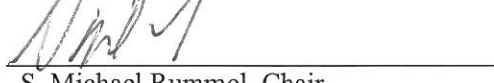
**PLANNING AND RESTORATION
 COMMITTEE:**

YEA NAY

**FINANCE AND ADMINISTRATIVE
 COMMITTEE:**

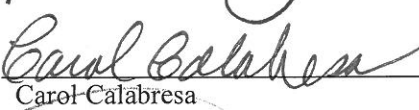
YEA NAY


 Bonnie Thomson Carter, Chair



 S. Michael Rummel, Chair

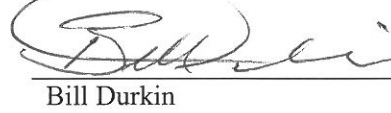

 Nick Sauer, Vice Chair



 Linda Pedersen, Vice Chair


 Carol Calabresa


 Steve Carlson


 Bill Durkin


 Bill Durkin


 Sandra Hart

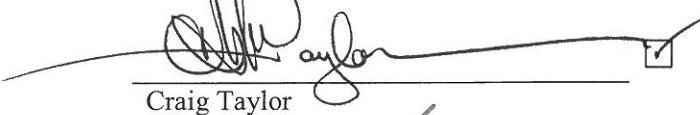

 Sandra Hart


 Diane Hewitt


 Aaron Lawlor


 Sid Mathias


 Audrey Nixon


 Craig Taylor


 Tom Weber

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY
FOR STREAM GAUGE AND SEDIMENT MONITORING AT ETHEL'S WOODS FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the "District") owns property that is known as Ethel's Woods Forest Preserve, which contains a man-made lake known as Rasmussen Lake, which was created by damming North Mill Creek; and

WHEREAS, the District removed the dam and is restoring North Mill Creek at Ethel's Woods Forest Preserve to a natural condition; and

WHEREAS, the District and the U.S. Geological Survey, (the "USGS") desire to jointly fund the operation, maintenance and monitoring of three discharge stream gauge and sediment monitoring stations at North Mill Creek at Hickory Corners, Hastings Creek near Lindenhurst, and North Mill Creek near Millburn, and to collect information from these stations about stream discharge and sediment, (the "Services"); and

WHEREAS, the Director of Natural Resources and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the District has received a proposal from the USGS, pursuant to which the USGS would perform the Services in accordance with the attached joint funding agreement between the District and the USGS, with the parties sharing the costs of the Services (the "Agreement"); and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Natural Resources, the Planning and Restoration Committee, and the Finance and Administrative Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find the proposal submitted by the USGS be determined to be the proposal that is most advantageous to the District, and (ii) award the Agreement for the Services to the USGS for a cost to the District not to exceed \$ 47,400.00 (the "Contract Price"); and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District may contract or otherwise associate with the USGS to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency, including the District and the USGS, may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the United States to the extent not prohibited by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the Agreement. The Agreement is hereby approved in substantially the form attached hereto. The President and Secretary of the District are authorized to execute and attest to the Agreement.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2015

AYES:

NAYS:

APPROVED this _____ day of _____, 2015

ATTEST:

Ann B. Maine, President
Lake County Forest Preserve District

Julie A. Gragnani, Secretary
Lake County Forest Preserve District

Exhibit _____



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Illinois Water Science Center
405 North Goodwin Avenue
Urbana, IL 61801
(217) 328-8747
Fax: (217) 328-9770
<http://il.water.usgs.gov>

July 28, 2015

Ms. Leslie Berns
Lake Management Ecologist
Lake County Forest Preserves District
1899 West Winchester Road
Libertyville, Illinois 60048

Dear Ms. Berns:

Enclosed are two originals of the Joint Funding Agreement (JFA) for the period October 1, 2015 through September 30, 2016 for the project tasks including data collection and analysis of streamflow and sediment data near Rasmussen Lake in Lake County, Illinois. This includes the operation and maintenance of discharge streamgaging stations and sediment stations at North Mill Creek at Hickory Corners, Hastings Creek near Lindenhurst, and North Mill Creek near Milburn. Proposed costs are the same as last year. We are asking for the same amount in FY16 as you provided in FY15. The costs will be shared with an expenditure of \$32,765 Cooperative Water Program (CWP) and \$10,735 Science Support to be provided by the U.S. Geological Survey (USGS), and \$47,400 to be provided by the Lake County Forest Preserves District (LCFPD). Only the CWP portion is shown on the JFA. The following table has the cost share break-out for the project for FY16. Attached to the JFA is a table detailing the funding for these gages.

<u>Task</u>	<u>FY 2016¹</u>
Discharge Operation and Maintenance (3 gages)	\$41,700
Sediment Operation and Maintenance (3 gages)	\$49,200
TOTAL NEEDED	\$90,900
Total USGS Contribution	\$43,500
USGS CWP* \$32,765*	
USGS Science Support \$10,735	
LCFPD Contribution	\$47,400

¹FY (Federal Fiscal Year) is the 12-month period from October 1 through September 30 and is designated by the calendar year in which it ends and includes 9 of the 12 months in that year.

*Only the CWP portion is shown on the JFA

If you concur, please sign the JFAs and return one to this office for processing. Work cannot be continued or started until we receive the signed agreement. We appreciate your continued interest in the cooperative program. Should you have any questions, please contact Tim Straub at (217) 328-9735.

Sincerely,

A handwritten signature in cursive script that reads "Douglas J. Yeskis".

Douglas J. Yeskis
Director, USGS Illinois Water Science Center

Enclosures

Form 9-1366
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

FOR

WATER RESOURCES INVESTIGATIONS

Customer #: 6000001327
Agreement #: 16EMNE000000011
Project #: 00100/00400
TIN #: 36-6009339
Fixed Cost Agreement YES

THIS AGREEMENT is entered into as of the, 28th day of July, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LAKE COUNTY FOREST PRESERVES DISTRICT, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation operation and maintenance of discharge streamgaging stations and sediment stations at North Mill Creek at Hickory Corners, Hastings Creek near Lindenhurst, and North Mill Creek at Milburn, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$32,765.00	October 1, 2015		September 30, 2016
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$47,400.00	October 1, 2015		September 30, 2016
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:
N/A
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 6000001327 Agreement #: 16EMNE000000011

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

Lake County Forest Preserves District

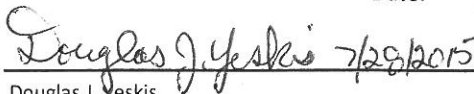
USGS Point of Contact

Customer Point of Contact

Name: Timothy Straub
Address: 405 North Goodwin Avenue
Urbana, Illinois 61801
Telephone: 217.328.9735
Email: tdstraub@usgs.gov

Name: Leslie Berns
Address: 1899 West Winchester Road
Libertyville, Illinois 60048
Telephone: 847.968.3298
Email:

Signatures and Date

Signature:		Date:		Signature:	Date:
	 <u>Douglas J. Yeskis</u>	<u>7/29/2015</u>			
Name:	Douglas J. Yeskis	Name:			
Title:	Director, USGS Illinois Water Science Center	Title:			