



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: August 1, 2016

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

Agenda Item# 9.4

S. Michael Rummel, Chair
Finance and Administrative Committee

FROM: James L. Anderson
Director of Natural Resources

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

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Leadership

FINANCIAL DATA: The project is part of the adopted FY2016/2017 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 \$48,800.00 will be charged to the Land Development Levy Fund, (20104100-803200-63910).

BACKGROUND: In 2007, as part of the ongoing planning for restoration of Rasmussen Lake, the District entered into a Joint Funding Agreement with the USGS, pursuant to which the USGS installed and now monitors stream gauges that capture information about stream discharge and sediment transports 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.

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

PRESENTER: James L. Anderson

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

**A RESOLUTION APPROVING A JOINT FUNDING AGREEMENT WITH
U.S. GEOLOGICAL SURVEY FOR SEDIMENT AND STREAM GAUGE 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 contained a man-made lake known as Rasmussen Lake, which was created by damming North Mill Creek; and

WHEREAS, the District is modifying 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 \$48,800.00 (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 _____, 2016

AYES:

NAYS:

APPROVED this _____ day of _____, 2016

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit _____

Form 9-1366
(April 2015)

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

JOINT FUNDING AGREEMENT

Customer #: 6000001327
Agreement #: 17EMNE000000019
Project #: 00100/00400
TIN #: 36-6009339
Fixed Cost Agreement YES

FOR

WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 1st day of October, 2016 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
\$42,100.00	October 1, 2016		September 30, 2017
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$48,800.00	October 1, 2016		September 30, 2017
 - (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

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17EMNE000000019

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

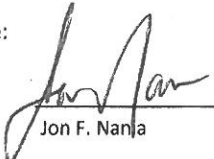
Customer Point of Contact

Name: Timothy Straub
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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:

6/13/2016

Signature:

Date:

Name: Jon F. Nanja

Name:

Title: Acting Director, USGS Illinois Water Science Center Title: