



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: January 9, 2017

MEMO TO: Craig Taylor, Chair
Operations Committee

S. Michael Rummel, Chair
Finance Committee

FROM: James L. Anderson
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution approving a Three-Year Cooperative Service Agreement for Nuisance Wildlife Management with the U.S. Department of Agriculture-Animal and Plant Health Inspection Service-Wildlife Services (USDA) in a Contract Price not to exceed \$15,000.00 annually.

STRATEGIC DIRECTION SUPPORTED: Conservation

FINANCIAL DATA: This program was approved as part of the adopted FY2016/2017 Land Development Levy Fund Budget for Consultants. The amount budgeted for the current year is \$15,000. The actual cost, up to \$ 45,000.00, will be charged account 27644000-701500 over the next three years.

BACKGROUND: This agreement will allow the District to conduct nuisance wildlife management at District preserves using USDA personnel. The agreement will reimburse costs, not to exceed \$15,000.00 per season, expended by the USDA while assisting the District in implementing its Nuisance Wildlife Management Program during FY 2017, FY 2018, and FY 2019. The Board first approved using USDA personnel to conduct nuisance wildlife management on District property in 2002. The District has been very satisfied with the USDA, which has consistently provided professional service using trained wildlife biologists, resulting in a highly efficient, effective and safe program.

Provided that funds are approved for this program each fiscal year, the nuisance wildlife management program will be conducted on a year-round basis whenever the need arises for the duration of the Cooperative Service Agreement.

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

PRESENTER: James L. Anderson

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

**A RESOLUTION APPROVING A THREE-YEAR COOPERATIVE SERVICE
AGREEMENT FOR NUISANCE WILDLIFE MANAGEMENT WITH THE U.S.
DEPARTMENT OF AGRICULTURE**

WHEREAS, the Lake County Forest Preserve District (the “District”) desires to purchase nuisance wildlife management and removal services (the “Services”); and

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

WHEREAS, the Services will increase the efficiency of the District’s Wildlife Nuisance Management Program (the “Program”); and

WHEREAS, the District has entered into agreements with the U.S. Department of Agriculture-Animal and Plant Health Inspection Service-Wildlife Services (the “USDA”) for nuisance wildlife management and removal services in past years; and

WHEREAS, the USDA provides professional services with trained wildlife biologists and will work with District staff for the safe and efficient implementation of the Services for the Program; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution, the District may contract with U.S. government agencies to obtain or share services; and

WHEREAS, the Purchasing Manager has solicited a proposal from the USDA for the Services (the “Proposal”); and

WHEREAS, the Purchasing Manager, the Director of Natural Resources, and the Operations and Finance Committees have reviewed the Proposal and recommend that the Board of Commissioners (i) find that the Proposal submitted by the USDA be determined to be the proposal that is most advantageous to the District; and (ii) award a three-year contract for the Services to the USDA in a contract price not to exceed \$45,000.00 (the “Contract Price”); and

WHEREAS, the Board of Commissioners hereby finds that the Proposal for the Services submitted by the USDA (the “Agreement”) is the proposal that is most advantageous to the District;

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 Contract. A contract for the Services in the amount of the Contract Price, which contract shall be substantially in the form attached hereto (the “Contract”), is hereby awarded to the USDA.

Section 3. Execution of the Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Agreement in the amount of the Contract Price with the USDA.

Section 4. 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 _____, 2017

AYES:

NAYS:

APPROVED this ____ day of _____, 2017

ATTEST:

Ann B. Maine, President
Lake County Forest Preserve District

Julie A. Gagnani, Secretary
Lake County Forest Preserve District

Exhibit _____

COOPERATIVE SERVICE AGREEMENT
between
LAKE COUNTY FOREST PRESERVE DISTRICT (LCFPD)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to provide the LCFPD operational assistance in implementing an integrated Wildlife Damage Management Program.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and LCFPD mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

LCFPD
Andrew Rutter, Wildlife Biologist
Lake County Forest Preserves
1899 West Winchester Road
Libertyville, IL 60048
Phone: 847-968-3283
Fax: 847-367-6649

APHIS WS
Scott Beckerman, State Director
USDA, APHIS, WS
3430 Constitution Drive
Suite 121
Springfield, Illinois 62711
(217) 241-6700 (office)
(217) 241-6702 (fax)

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be the Wildlife Biologist or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Wildlife Biologist, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

LCFPD agrees:

1. To authorize APHIS WS to conduct direct control activities to protect threatened and endangered species and reduce property damage associated with wildlife. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by LCFPD. LCFPD will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). LCFPD will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The LCFPD ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the LCFPD authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program including of APHIS WS personnel and APHIS WS activities.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests related to APHIS WS activities.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at LCFPD as described in the Work and Financial Plans.
2. Designate to LCFPD the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To invoice LCFPD for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and LCFPD shall have the right to inspect and audit such records.
4. To coordinate with LCFPD before responding to all media requests involving the LCFPD.
5. All removal activities will occur under the authority of the IL Nuisance Wildlife Removal Permit issued to APHIS WS.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

LCFPD certifies that APHIS WS has advised the LCFPD that there may be private sector service providers available to provide wildlife management services that the LCFPD is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the LCFPD does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

LCFPD Taxpayer Identification Number (TIN) 36-6009339

US Department of Agriculture, DBA APHIS WS (TIN) 41-0696271

LAKE COUNTY FOREST PRESERVE DISTRICT

BY: _____ Date _____
Alex Ty Kovach
Executive Director
Lake County Forest Preserves
1899 West Winchester Road
Libertyville, IL 60048
(847) 367-6640 (office)
(847) 367-6649 (fax)

**UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH
INSPECTION SERVICE: WILDLIFE SERVICES**

BY: _____ Date _____
Scott Beckerman, State Director
USDA, APHIS, WS
3430 Constitution Drive
Suite 121
Springfield, IL 62711
(217) 241-6700 (office)
(217) 241-6702 (fax)

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for APHIS WS is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

To assist LCFPD with implementing an integrated wildlife damage management program on its properties.

Planned APHIS WS Activities

APHIS WS will conduct operational beaver, raccoon, skunk and other meso-predator damage management activities at locations identified by the LCFPD. Damage management activities will be conducted under authority of a Class C Nuisance Wildlife Control Permit issued to APHIS WS by the Illinois Department of Natural Resources. Methods to be employed will be authorized in WS Form 12A-Work Initiation Document. Signs to inform preserve users about APHIS WS activities will be posted in the vicinity of APHIS WS equipment. In addition, APHIS WS will utilize program owned traps and trapping supplies for beaver, raccoon, skunk and other meso-predator damage management. WS will provide for integrated wildlife damage management Technical Assistance recommendations to provide a long term reduction in conflicts.

APHIS WS will provide technical and direct management assistance as requested by LCFPD to mitigate additional conflicts with wildlife which arise on LCFPD lands when feasible, within the scope and budget of this Cooperative Service Agreement, and as authorized on an APHIS WS Work Initiation Document (as necessary).

Effective Dates

The cooperative agreement shall become effective on January 1, 2017 and shall expire on December 31, 2019.

**ATTACHMENT B
FINANCIAL PLAN**

	CY2017	CY2018	CY2019
Personnel Costs	\$10,498	\$10,498	\$10,498
Vehicle Fuel/Repair	\$800	\$800	\$800
Supplies/Equipment	\$500	\$500	\$500
Subtotal (Direct Costs)	\$11,798	\$11,798	\$11,798
Pooled Job Costs (11%)	\$1,297	\$1,297	\$1,297
Indirect Costs (16.15%)	\$1,905	\$1,905	\$1,905
Grand Total/Calendar Year	\$15,000	\$15,000	\$15,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$15,000 per Calendar Year 2017, 2018, or 2019 for a total of \$45,000. APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.

FINANCIAL POINT OF CONTACT

LCFPD: Andrew Rutter, Wildlife Biologist (847) 968-3283
 Name to call for billing questions Phone

APHIS WS: Jessica Little, Budget Analyst (217) 241-5728
 Name to call for billing questions Phone

LCFPD BILLING ADDRESS

Lake County Forest Preserves
 1899 West Winchester Road
 Libertyville, IL 60048