



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: June 24, 2019

Agenda Item# 9.8

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

FROM: James L. Anderson
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution approving an Intergovernmental Agreement with the Forest Preserve District of Kane County for Rearing of Kane County Blanding's Turtles.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Leadership

FINANCIAL DATA: The Forest Preserve District of Kane County will reimburse the Lake County Forest Preserve District the sum of \$5,000.00 for services provided to supplement the existing costs of the program.

BACKGROUND: The Blanding's turtle (*Emydoidea blandingii*) is a long-lived, semi-aquatic turtle in decline throughout much of its range and was designated as endangered in the state of Illinois in 2009. Blanding's turtles have suffered similar declines in Lake County and, as such, the Lake County Forest Preserve District implemented a Blanding's Turtle Recovery Program in 2010. An element of the recovery program included captive rearing and head-starting in an attempt to increase recruitment into one of Illinois largest remaining populations of Blanding's turtles. Since the program began, the District has successfully reared and released over 1000 hatchling turtles and has been able to demonstrate recruitment into one of the most significant remaining populations of Blanding's turtles in Illinois. As a leader in Blanding's turtle conservation and management, the District can provide assistance to the Forest Preserve District of Kane County by rearing hatchlings to help grow the regional population and recoup costs associated with the program.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JULY MEETING
JULY 10, 2019**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** presents herewith "A Resolution Approving an Intergovernmental Agreement with the Forest Preserve District of Kane County for Rearing of Kane County Blanding's Turtles," and requests its approval.

OPERATIONS COMMITTEE:

Date: 6/24/19 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE FOREST PRESERVE DISTRICT OF KANE COUNTY FOR
REARING OF KANE COUNTY BLANDING'S TURTLES**

WHEREAS, the Lake County Forest Preserve District (the "District") has been studying the status of Blanding's turtles on District property and has initiated a formal recovery program (the "Program") to grow populations of Blanding's Turtles by increasing recruitment via a captive rearing and head-starting program at Spring Bluff Nature Preserve; and

WHEREAS, the District is the lead agency for the recovery efforts of Blanding's Turtles as part of the Chicago Wilderness Priority Species Program; and

WHEREAS, the Program has been successful in enriching present Blanding's Turtle populations within Lake County and the Forest Preserve District of Kane County ("FPDKC") would benefit from the knowledge, sharing of resources and successful efforts of the District's head-starting program; and

WHEREAS, collaboration between the District and FPDKC will benefit regional populations of the Blanding's Turtle and contribute to statewide recovery efforts; and

WHEREAS, FPDKC desires to enter into an Intergovernmental Agreement with the District in substantially the form attached hereto (the "Agreement"), pursuant to which the District would rear Blanding's Turtles for FPDKC and FPDKC would reimburse the District the sum of \$5,000.00 for services provided; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the Lake County Forest Preserves may contract or otherwise associate among themselves 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 FPDKC, may be exercised, combined, transferred, and enjoyed jointly with any other public agency 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, and the President and Secretary are hereby authorized to execute and attest to the Agreement, in substantially the form attached hereto.

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 _____, 2019

AYES:

NAYS:

APPROVED this _____ day of _____, 2019

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

INTERGOVERNMENTAL AGREEMENT
between
FOREST PRESERVE DISTRICT OF KANE COUNTY
and
LAKE COUNTY FOREST PRESERVE DISTRICT
For:
REARING OF KANE COUNTY BLANDING'S TURTLES
July 1, 2019 – June 30, 2029

WITNESSETH

WHEREAS, the Forest Preserve District of Kane County (FPDKC) has been studying the status of Blanding's turtles in the forest preserves for the past nine (9) years, providing locally and regionally important information about conservation of the species, and wishes to continue and expand the research program to study the efficacy of a head-starting program; and

WHEREAS, the services are an on-going effort by the FPDKC Natural Resource Management staff to document the status of Blanding's turtles in Kane County, to determine the population demographics of the Blanding's turtle, to supplement recruitment into the population and to determine what measures are necessary to sustain this population; and

WHEREAS, the demographic research has indicated that the existing populations are small and that efforts are needed to increase Blanding's turtle populations and sustain them in the future; and

WHEREAS, FPDKC desires to enter into this Intergovernmental Agreement (this "Agreement") with the Lake County Forest Preserve District (LCFPD) to rear Blanding's turtles for FPDKC; and

WHEREAS, it is in the best interests and serves the purposes of FPDKC to enter into this Agreement with LCFPD, FPDKC and the LCFPD are authorized to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and Article VII, Section 10 of the Illinois Constitution and find this Agreement to be in their best interests to contribute to the conservation of the species; and

NOW, THEREFORE, in consideration of the above promises and other terms and conditions listed herein, FPDKC and LCFPD agree as follows:

I. GENERAL

1. LCFPD is to provide the services of captive rearing of Blanding's turtles (the "Services"), as part of FPDKC's head-starting program, at a cost of \$5,000 per year as provided herein.

2. As outlined below, LCFPD shall be reimbursed \$5,000 for the Services as part of this Agreement:

Cost of Services

The cost of the Services is \$ 5,000.00

1). Captive care of up to 100 Blanding's turtles for up to 12 months	\$ 3,600.00
2). Data Collection (including monthly measurements)	\$ 600.00
3). Miscellaneous Supplies (lighting, filter medium, food, etc.)	<u>\$ 800.00</u>
	\$ 5,000.00

3. To apply for payment, LCFPD shall submit a detailed invoice based on the line items shown above to:

Forest Preserve District of Kane County
1996 S. Kirk Road
Geneva, IL 60134
Attn. Accounting Dept.

4. This Agreement shall be effective from July 1, 2019 (the "Effective Date") through June 30, 2020. On each June 30 after the Effective Date, this Agreement will automatically renew on the same terms and conditions for another one-year term from July 1 to the following June 30, unless one of the parties, no later than May 1 prior to the June 30 automatic renewal, sends written notice to the other party that the Agreement will terminate at the end of the then-current term.
5. All equipment and materials purchased under this Agreement by FPDKC shall be the property of FPDKC and shall remain with FPDKC upon completion of the Services.
6. All equipment and materials owned or otherwise purchased by LCFPD that are used for the Services, including LCFPD-owned equipment/materials which have been repaired/refurbished within the budget of the Services, shall be the property of LCFPD and shall remain with LCFPD upon completion of the Services.
7. **MUTUAL INDEMNIFICATION.** FPDKC shall indemnify, defend, and hold harmless LCFPD and its elected and appointed officials, agents, employees and representatives from and against any and all claims, liabilities, suits, settlements, causes of action, losses, expenses, damages, judgments, costs and demands for personal injury, death, or property damage (collectively, "Losses") arising from the negligent acts or omissions of FPDKC during the Term of this Agreement, to the extent allowed under FPDKC's insurance. LCFPD agrees to indemnify, defend and hold harmless FPDKC and its elected and appointed officials, agents, employees and representatives from and against any and all Losses arising from the negligent acts or omissions of LCFPD during the Term of this Agreement to the extent allowed under LCFPD's insurance. Each party shall maintain insurance reasonably necessary to satisfy its insurance obligations and, at the request of the other party, provide evidence of such insurance.

II. LCFPD RESPONSIBILITIES:

1. LCFPD will be responsible for the rearing of up to 100 Blanding's turtle hatchlings per year.
2. All requests for information regarding the Services, including requests originating within FPDKC, are to be directed to FPDKC's Project Manager. FPDKC's Project Manager may verbally authorize LCFPD to provide such information, or will provide it directly.
3. All communication should be directed to LCFPD's Project Manager:

Project Manager: Gary Glowacki, Wildlife Ecologist II
Ph. 847/968-3264, cell. 847/276-1454
Email: gglowacki@lcpfd.org

In the event that the Project Manager is unreachable, the following alternate contact shall be used:

Alternate contact: Jim Anderson, Director of Natural Resources
Ph. 847/968-3282, cell. 847/489-6180
Email: janderson@lcpfd.org

4. LCFPD will use standard practices and reasonable efforts to accomplish the Services with the intention to achieve the mutually desired outcome. Many factors may influence the success of the Services; therefore, LCFPD does not guarantee survival of hatchlings, success of any part of the Services, or the number or health of the Blanding's turtles which hatch in any year.

III. FPDKC RESPONSIBILITIES:

1. Transport Blanding's turtle hatchlings to LCFPD's Wildlife Conservation Facility in Antioch, IL.
2. Transport head-started Blanding's turtles back to the site of origin for release, in accordance with state and federal permits, according to the Services timeline described below.
3. Assign a Project Manager for the Services whose responsibilities include, but are not limited to, the following:
 - Work with LCFPD to ensure quality control of the Services and facilitate the accomplishment of the goals and objectives of the Services;
 - Maintain the necessary state and federal permits to head-start and release Blanding's turtles;
 - Prepare and submit an application for continuation of funding, if applicable; and
 - Act as a liaison between LCFPD staff and FPDKC

Project Manager: William Graser, Wildlife Biologist
Ph. 630/232-5923, fax. 630/232-5924
Email: graserwilliam@kaneforest.com

In the event that the project manager is unreachable, the following alternate contact shall be used:

Alternate contact: Benjamin Haberthur, Director of NRM
Ph. 630/208-8661, cell. 630/649-1149
Email: haberthurben@kaneforest.com

IV. SERVICES TIMELINE

- **June – July:** FPDKC acquires and incubates eggs.
- **August – September:** Hatchlings transported to LCFPD’s Wildlife Conservation Facility.
- **September – May:** Captive rearing of hatchlings by LCFPD staff at Wildlife Conservation Facility.
- **May:** Hatchlings greater than 40 grams in mass picked up by FPDKC staff and released at the site of origin.
- **Fall (weather dependent):** Remaining hatchlings, regardless of size, picked up by FPDKC staff and released at the site of origin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last written below.

Authorized signatures

For the Forest Preserve District of Kane County:

Monica Myers, Executive Director

Date:

For the Lake County Forest Preserve District:

Alex Ty Kovach, Executive Director

Date: