



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: August 26, 2019

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

Agenda Item# 9.6

FROM: James L. Anderson
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution approving a Contract with The Nature Conservancy for Rearing of Nachusa Grasslands Preserve Blanding's Turtles.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Leadership

FINANCIAL DATA: The Nature Conservancy will reimburse the Lake County Forest Preserve District (the "District") a not to exceed total of \$25,000, paid at the rate of \$5,000 per year through December 31, 2024, for services provided.

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 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 1,000 hatchling turtles and has been able to demonstrate recruitment into one of the most significant remaining populations of Blanding's turtles in Illinois. The Nature Conservancy owns a preserve known as "Nachusa Grasslands" in Ogle and Lee Counties, Illinois. Under the attached contract, the Nature Conservancy would deliver hatchlings hatched at Nachusa Grasslands to the District. As a leader in Blanding's turtle conservation and management, the District can provide assistance to the Nature Conservancy by rearing and head-starting the hatchlings to help grow the regional population and recoup costs associated with the program.

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

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

**A RESOLUTION APPROVING A CONTRACT
WITH THE NATURE CONSERVANCY FOR REARING OF
NACHUSA GRASSLANDS PRESERVE 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 by means of 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 Nature Conservancy ("TNC") 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 TNC will benefit regional populations of the Blanding's Turtle and contribute to statewide recovery efforts; and

WHEREAS, TNC desires to enter into a contract with the District in substantially the form attached hereto (the "Contract"), pursuant to which the District would rear Blanding's Turtles for TNC and TNC would reimburse the District the sum of \$5,000.00 annually for services provided through December 31, 2024; 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 corporations in any manner not prohibited by law or ordinance;

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. The Contract is hereby approved, and the Executive Director is hereby authorized to execute the Contract, 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 Gagnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



Contract Number:	
Accounting Information –	
Project Name:	
Project-Award-Activity Number:	
Source of funds:	U.S. Government <input type="checkbox"/> State/Local Government <input type="checkbox"/> Private as Gov't Match <input type="checkbox"/> Private Foundation <input type="checkbox"/> Private <input checked="" type="checkbox"/>

CONTRACT FOR SERVICES

This Contract is entered into by and between **The Nature Conservancy**, a non-profit corporation with a U.S. office at 8772 S. Lowden Road, Franklin Grove, IL 61031 (“TNC”), and Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, IL 60048 (“Contractor”). In consideration of the promises and other terms and conditions herein, TNC and Contractor agree as follows:

- Services.** Contractor agrees to perform the services described in **Exhibit A**, including any deliverables cited herein (collectively, the “Services”), in accordance with the terms set forth below and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract. In the event of a conflict between the terms of **Exhibit A** and any other terms of this Contract, including any other Exhibit or Attachment hereto, such other terms will control. If any of the Services are to be performed on property that is not owned by Contractor or TNC, Contractor must obtain the property owner’s permission before entering upon such property. The parties acknowledge that none of the Services are to be performed or delivered outside of the United States.
- Contract Commencement, Expiration, and Termination.** This Contract shall be effective for a period (the “Term”) commencing on _____ (the “Effective Date”) and ending August 31, 2024 (the “Termination Date”). Unless otherwise indicated in **Exhibit A**, Contractor must begin performing the Services promptly after the Effective Date and must use reasonable efforts to complete all of the Services no later than the Termination Date or, as to specific tasks, such earlier date(s) as may be specified in **Exhibit A** (provided that no work may commence before the Effective Date). Either party may terminate this Contract at any time upon fourteen (14) days’ written notice to the other party. Should TNC terminate this Contract, Contractor must cease all work immediately upon receipt of the termination notice and TNC must pay Contractor for the Services that have been rendered as of the termination date. Any advance payments by TNC for Services not rendered by Contractor as of the date on which Contractor receives notice of termination must be promptly returned to TNC. Notwithstanding anything herein to the contrary, TNC’s obligations in Section 3 and Section 4 below shall survive termination of this Contract until such obligations are fulfilled.
- Payments.** TNC will compensate Contractor for the Services as follows:
 - Contract Fee.** TNC will pay Contractor a fee of \$25,000, payable as a lump sum of \$5,000.00 per year on each September 1 during the Term (the “Contract Fee”). Contractor shall submit invoices to TNC no more frequently than annually.
 - No Expense Reimbursement.** Except as otherwise expressly stated in this Contract, TNC will not reimburse Contractor for any expenses it incurs in performing the Services.
 - Invoices and Payments.** Contractor must submit invoices to TNC summarizing the Services performed during the invoice period. TNC will make all payments either (i) by check, subject to TNC’s receipt from Contractor of a properly completed IRS Form W-9, or (ii) via Vendor ACH, if requested by Contractor and subject to Contractor’s completion of TNC’s Vendor ACH Enrollment Form.
- Liability / Indemnification.** Contractor acknowledges and agrees that it is performing the Services entirely at its own risk; provided, however, each party agrees to indemnify the other (and its elected and appointed officials, agents, employees and representatives) for any losses, claims, liabilities, causes of action, settlements, expenses, damages, judgments or costs of any kind to which either shall be exposed or suffer as a result of the negligent acts or omissions of the other during the Term of this Contract. Each party shall maintain insurance reasonably necessary to satisfy its obligations and, at the request of the other party, provide evidence of such insurance.

EXHIBIT A
Description of the Services

Through Contractor's Blanding's Turtle Recovery Program ("Program"), Contractor is experienced and capable to and shall perform head-starting services each year during the Term as follows:

1. Captive care and rearing of up to one hundred (100) Blanding's Turtles delivered as hatchlings by TNC from its Nachusa Grasslands Preserve to Contractor's wildlife conservation facility in Antioch, IL for up to twelve (12) months;
2. Data collection, including monthly measurements including but not limited to shell diameter and weight, with annual reporting to TNC;
3. Provision of all reasonably necessary supplies such as lighting, filter medium, food, etc. for hatchling health
4. Return of all captive reared turtles to TNC for return to site of origin.

Annual schedule:

June-July: Eggs acquired and incubated by TNC

August-September: Hatchlings transported by TNC to Contractor's Wildlife Conservation Facility

September-May: Hatchlings reared and head-started by Contractor at Wildlife Conservation Facility

May: Hatchlings greater than 40 grams in mass picked up by TNC for release at site of origin

Fall (weather dependent): remaining hatchlings delivered in previous calendar year, regardless of size, picked up by TNC for release at site of origin

The parties understand and agree that many factors affect the survival rate of captive hatchlings. Contractor does not guarantee survivorship, success of any part of the Services, or the number or health of the hatchlings. However, Contractor will work with TNC to ensure quality control of the Program to facilitate the goal of maximizing survival rate and viability of turtles in Contractor's care.

Contractor represents and warrants that it has a valid INDNR Endangered and Threatened Species Permit to conduct the Services. In addition, Contractor shall comply with all terms and conditions of the attached IDNR Endangered and Threatened Species Permit No 5132.

Project Managers:

For the Contractor: Gary Glowacki, Wildlife Ecologist II
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