



Lake County Forest Preserves

General Offices
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www.LCFPD.org

DATE: May 3, 2021

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

Julie Simpson, Chair
Finance Committee

FROM: James L. Anderson
Director of Natural Resources

RECOMMENDATION: Recommend approval of A Resolution Approving an Intergovernmental Agreement with the McHenry County Conservation District for Rearing of Blanding's Turtles.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Leadership

FINANCIAL DATA: The Lake County Forest Preserve District (District) will reimburse the McHenry County Conservation District (MCCD) for providing rearing services of Blanding's turtle for a not-to-exceed total of \$60,000.00, paid at the rate of \$6,000.00 per year through May 31, 2031. Funding comes from the Land Development Levy Fund (27644000-701500).

BACKGROUND: The Blanding's turtle (*Emydoidea blandingii*) is a long-lived, semi-aquatic turtle in decline throughout much of its range and is designated as endangered in the state of Illinois. In 2004, the District initiated a long-term capture-mark-recapture study for Blanding's turtles at Spring Bluff Nature Preserve. An initial population viability analysis (PVA), completed in 2010, revealed the population was in decline largely due to reduced levels of recruitment caused by high rates of nest predation and low levels of juvenile survivorship. Further analysis revealed that head-starting, a conservation strategy by which hatchling turtles are reared in captivity to increase the chance of survival, may be an effective tool in species recovery. Consequently, the District implemented a Blanding's Turtle Recovery Program in 2010. A major component of this recovery program includes captive rearing and head-starting in an attempt to increase recruitment into one of Illinois' largest remaining populations of Blanding's turtles.

In 2010, the District entered into a 10-year intergovernmental agreement with MCCD to provide these captive rearing services. Since the initial agreement, over 1,000 hatchling turtles have been successfully released onto District property and recruitment has been demonstrated at one of the most significant remaining populations of Blanding's turtles in Illinois. However, continued captive rearing and head-starting of turtles is needed to sustain and further grow Blanding's turtle populations in Lake County. As such, staff recommends entering into a new agreement with MCCD under which MCCD would continue to incubate and hatch turtles at MCCD's Wildlife Resource Center in an effort to further augment existing populations and provide source animals for future reintroduction efforts. MCCD provides staff and equipment for the incubation and hatching of the turtles.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR MAY MEETING
MAY 11, 2021**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** and **FINANCE COMMITTEE** present herewith “A Resolution Approving an Intergovernmental Agreement with the McHenry County Conservation District for Rearing of Blanding’s Turtles,” and request its approval.

OPERATIONS COMMITTEE:

Date: 5/3/21 Roll Call Vote: Ayes: 7 Nays: 0
 Voice Vote Majority Ayes; Nays: _____

FINANCE COMMITTEE:

Date: _____ Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

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

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE MCHENRY COUNTY CONSERVATION DISTRICT FOR
REARING OF 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 sustain and grow populations of Blanding's turtles by increasing recruitment by means of a captive rearing and head-starting program; 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 actively participates in the IDNR's Blanding's Turtle Recovery team; and

WHEREAS, the Program has been successful in enriching present Blanding's turtle populations within Lake County, and the District would benefit from the sharing of resources and successful efforts of supplementing the head-starting program; and

WHEREAS, collaboration between the District and the McHenry County Conservation District ("MCCD") will benefit regional populations of the Blanding's turtle and contribute to statewide recovery efforts; and

WHEREAS, MCCD has submitted a proposal to the District, pursuant to which MCCD would incubate and hatch Blanding's Turtles for the District (the "Services") and the District would reimburse MCCD the sum of \$6,000.00 annually for the Services provided through May 31, 2031 (the "Contract Price"); and

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

WHEREAS, the Purchasing Manager, the Director of Natural Resources, and the Operations Committee and the Finance Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by MCCD be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to MCCD in substantially the form of the intergovernmental agreement attached hereto (the "Contract") in the amount of the Contract Price; and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by MCCD is the proposal that is most advantageous to the District; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District and MCCD 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 MCCD, 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. Award of Contract. The Contract in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to MCCD.

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

Section 4. Payments. The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5. 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 _____, 2021

AYES:

NAYS:

APPROVED this _____ day of _____, 2021

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gagnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

INTERGOVERNMENTAL AGREEMENT
between
MCHENRY COUNTY CONSERVATION DISTRICT
and
LAKE COUNTY FOREST PRESERVE DISTRICT
For:
HATCHING AND REARING OF LAKE COUNTY BLANDING'S TURTLES
June 1, 2021 – May 31, 2031

WITNESSETH

WHEREAS, the Lake County Forest Preserve District (LCFPD) has been studying the status of Blanding's turtles in the forest preserves and has investigated the viability of the breeding population at Spring Bluff Nature Preserve for the past sixteen (16) years, providing locally and regionally important information about conservation of the species, and wishes to continue to expand the research program to study the efficacy of a head-starting program; and

WHEREAS, the project is an on-going effort by the LCFPD Natural Resource staff to document the status of Blanding's turtles in Lake County, to determine the population demographics of the Blanding's turtle populations, 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 Spring Bluff breeding population is declining and that efforts are needed to increase the population of turtles at Spring Bluff to sustain Lake County's only breeding population; and

WHEREAS, the LCFPD desires to enter into an Intergovernmental Agreement with the McHenry County Conservation District (MCCD) to hatch and rear Blanding's turtles for LCFPD; and

WHEREAS, it is in the best interests and serves the purposes of the LCFPD to enter into an Intergovernmental Agreement with MCCD, and the LCFPD is authorized to do so pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and Article VII, Section 10 of the Illinois Constitution and MCCD also finds this Agreement to be in its best interest to contribute to the conservation of the species; and

WHEREAS, the parties have negotiated an agreement whereas MCCD is to provide the services of head-starting, including the hatching and rearing of Blanding's turtles at a cost of \$6,000 per year as provided herein.

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

SECTION 1: Recitals.

The above-stated recitals are incorporated herein by this reference.

SECTION 2: MCCD Agrees:

- A. That all equipment and materials purchased under this contract by LCFPD shall be the property of the LCFPD and shall remain with the LCFPD upon completion of the project.
- B. That all equipment and materials owned or otherwise purchased by MCCD that are used for this project shall remain as the property of MCCD upon completion. This includes equipment/materials owned by the MCCD that have been repaired/refurbished within the budget of this project.
- C. To be responsible for the incubation, hatching, and rearing of up to 10 clutches of Blanding's Turtle eggs per year. This may include the housing of gravid females until oviposition of eggs occurs through either natural or medically induced means.
- D. To use the standard practices to accomplish the above-mentioned task with the intention to achieve the mutual desired outcome. Many factors shall influence the success of this project; therefore MCCD does not guarantee a rate of success.
- E. To apply for payment annually in the amount of \$6,000.00 by submitting a detailed invoice based on the line items shown below to:

Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, Il 60048
Attn: Accounting Dept.

a. Induce Egg Laying of up to 10 Clutches	\$1,000.00
b. Incubation of up to 10 Clutches	\$1,000.00
c. Monitoring of Egg Development of up to 10 Clutches	\$1,750.00
d. Data Collection	\$500.00
e. Initial Feeding and Housing	\$1,250.00
f. Supplies (Vermiculite, food, batteries, incubators, etc.)	<u>\$500.00</u>
Total Project Costs	\$6,000.00

- F. To direct all requests for information regarding this project, including requests originating from the LCFPD, to the Project Manager. The Project Manager may verbally authorize the MCCD to provide such information, or will provide it directly.

SECTION 3: LCFPD Agrees:

- A. To transport eggs and/or gravid female Blanding's turtles to the MCCD Wildlife Resource Center.

- B. To transport headstarted turtles back to the site of origin for release the following spring.
- C. To assign a Project Manager for this project. The Project Manager's responsibilities include, but are not limited to, the following:
 - 1. Work with the MCCD to ensure quality control of the project and facilitate the accomplishment of the goals and objectives stated within.
 - 2. Act as a liaison between the MCCD staff and the LCFPD.
 - 3. The project manager is:
 - Gary Glowacki, Manager of Conservation Ecology
 - Lake County Forest Preserve District
 - 1899 W. Winchester Rd
 - Libertyville, Il 60048
 - Ph: 847-968-3264,
 - Email: gglowacki@lcfpd.org
 - 4. In the event that the project manager is unreachable, the following alternate contact shall be used:
 - Kathryn McCabe, Wildlife Ecologist
 - Ph: 847-878-4829,
 - Email: kmccabe@lcfpd.org
- D. Prepare and submit an application for continuation of funding if applicable.
- E. That all equipment and materials owned or purchased by MCCD that are used for this project shall remain as the property of MCCD upon completion. This includes equipment/materials owned by MCCD which have been repaired/refurbished within the budget of this project.

SECTION 4: Payment.

LCFPD acknowledges that there is no guarantee in any year that Blanding's turtles will hatch or survive once released by LCFPD. In addition, MCCD makes no warranty as to the number or health of the Blanding's turtles which hatch in any year.

SECTION 5: Project Timeline

- A. June: Gravid females and/or eggs transported to MCCD Wildlife Resource Center (WRC)
- B. June-September: Incubation of Eggs at MCCD WRC.
- C. August-October: Care and feeding of Hatchlings

- D. Fall (weather dependent): Hatchlings picked-up by LCFPD staff and released at the site of origin

SECTION 6: Indemnification

MCCD agrees to indemnify, defend, and hold harmless LCFPD, its elected and appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements, and demands arising from the negligent actions of MCCD. However, this indemnification and any corresponding duties provided under this Section shall not extend to any actions or claims relative to disease or death caused by Blanding's turtles which are hatched at MCCD WRC pursuant to the terms of this Agreement.

LCFPD agrees to indemnify, defend, and hold harmless MCCD, its elected and appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements, and demands arising from the negligent actions of LCFPD.

SECTION 7: Insurance

Each party, at its sole cost and expense, shall keep in full force and effect at all times during the Term of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Agreement. Each party shall provide coverage that is at least as broad as:

- A. Comprehensive general liability insurance, including contractual liability coverage, and such other types of insurance in such amounts and with such A-rated companies or through self-insurance risk pools as are reasonably acceptable to LCFPD and MCCD, but, in any event, no less than \$1,000,000 per occurrence. Such insurance shall be evidenced by annually providing to the other party certificates of insurance. Said insurance shall name the other party as an additional insured and will further provide that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the other party.

- B. Each Party shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the party employer and the other party shall have no obligation whatsoever to provide workers' compensation for the other party's employees.

The minimum insurance coverage specified in this Paragraph 7 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof.

SECTION 8: Renewal and Termination.

This Agreement shall renew annually on June 1 and terminate on May 31 of the

following year. Either party may terminate this Agreement in its sole discretion by providing written notice to the other party by May 1 of a given year that it does not want to continue under this Agreement. Said notice shall be sent to the other party at its usual and customary address. If no notice is provided in a given year, then this Agreement shall remain in full force and effect.

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

Authorized Signatures

For the Lake County Forest Preserve District:

Alex Ty Kovach, Executive Director

Date

For McHenry County Conservation District:

Elizabeth S. Kessler, Executive Director

Date