



DATE: September 30, 2024
MEMO TO: Jessica Vealitzek, Chair
Operations Committee
Gina Roberts, Chair
Finance Committee
FROM: Pati Vitt
Director of Natural Resources

Agenda Item# 10.6

RECOMMENDATION: Recommend approval of a Resolution Approving a Cooperative Service Agreement for Deer Management and Integrated Wildlife Damage Management with the U.S. Department of Agriculture-Animal and Plant Health Inspection Service-Wildlife Services (USDA) in a contract price not to exceed \$172,500.00 annually.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Organizational Sustainability

FINANCIAL DATA: This program was approved as part of the adopted FY 2024 Land Development Levy Fund Budget for Consultants (27644000-701500) in the amount of \$135,000.00 and the Farm Management Fund (28644000-705100-62802) in the amount of \$37,500.00.

BACKGROUND: The District seeks to enter into a Cooperative Service Agreement (the "Agreement") with USDA, under which USDA would conduct deer population management and integrated wildlife damage management at multiple District preserves, using USDA wildlife biologists. The Agreement provides for the District to reimburse costs incurred by USDA for such activities, not to exceed \$172,500.00 in each of the first year and second year of the Agreement, with \$135,000.00 allocated in each of those years to undertake deer management and \$37,500.00 allocated to manage the impacts of other animal damage.

The Agreement has a term of five years (October 1, 2024 through September 30, 2029) unless terminated by either party upon 60 days' notice.

USDA expects that their costs may rise over the five-year period of the Agreement. Therefore, the Agreement provides that the not-to-exceed annual amount in the first two years will increase by approximately 3% in each of years three, four, and five.

The Board first approved using USDA wildlife biologists to conduct deer removals and nuisance wildlife management on District property in 2002.

The District staff has been very satisfied with the USDA, which has consistently provided professional service using trained and degreed wildlife biologists, resulting in a highly efficient, effective and safe program.

The District's deer management program, which began in 1989, is an essential part of achieving the District's mission. As a result of the program, and other natural resource management programs, the overall quality of plant communities at many preserves has improved.

Native wildlife resources, including white-tailed deer, contribute significantly to the value of the environment, and deer are an important component on the landscape. However, overabundant white-tailed deer are a significant threat to local biodiversity and ecosystem health in Lake County. Without any natural predators or other limiting factors on the deer population in Lake County, continuation of a deer management program is vital in maintaining ecosystem balance.

The District's animal damage management program is also an essential part of achieving the District's mission. Wildlife resources contribute significantly to the value of the environment in urban/suburban areas. However, the potential for conflict with wildlife increases as human populations grow and more land is developed for human use. Staff recommends that, as a public land owner, the District continues to manage problem animals and wildlife populations where their behaviors result in damage to natural resources, damage to public and private property, and/or become health and safety hazards to people.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR OCTOBER MEETING
OCTOBER 9, 2024**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** and **FINANCE COMMITTEE** present herewith “A Resolution Approving a Cooperative Service Agreement for Deer Management and Integrated Wildlife Damage Management with the U.S. Department of Agriculture,” and request its approval.

OPERATIONS COMMITTEE:

Date: 9-30-2024 Roll Call Vote: Ayes: ___ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

FINANCE COMMITTEE:

Date: 9-30-2024 Roll Call Vote: Ayes: ___ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION APPROVING A COOPERATIVE SERVICE AGREEMENT FOR
DEER MANAGEMENT AND INTEGRATED WILDLIFE DAMAGE MANAGEMENT
WITH THE U.S. DEPARTMENT OF AGRICULTURE**

WHEREAS, the Lake County Forest Preserve District (the “District”) desires to enter into an agreement for deer management and removal services and wildlife damage management services (the “Services”); and

WHEREAS, the Director of Natural Resources and the Purchasing Manager have determined that the Services require personal confidence; 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 U.S. Department of Agriculture-Animal and Plant Health Inspection Service-Wildlife Services (the “USDA”) for the Services (the “Proposal”); and

WHEREAS, the Purchasing Manager, the Director of Natural Resources, and the Operations Committee and Finance Committee have reviewed the Proposal and recommend that the Board of Commissioners (i) finds that the Proposal submitted by the USDA is the proposal that is most advantageous to the District; and (ii) awards a contract to the USDA for the Services with a maximum term of five years (the “Contract”) in a contract price not to exceed \$172,500.00 annually, subject to annual increases in years three, four, and five as set forth in the Contract (the “Contract Price”); and

WHEREAS, the Board of Commissioners hereby finds that the Proposal for the Services submitted by the USDA 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. Award of Contract. The Contract in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to the USDA.

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 _____, 2024

AYES:

NAYS:

APPROVED this _____ day of _____, 2024

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

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 – PURPOSE

The purpose of this Cooperative Service Agreement is to allow for reimbursement of funds expended by the APHIS WS program while assisting LCFPD with implementing their White-tailed Deer Management Plan, to provide operational assistance in implementing an integrated wildlife damage management program, and assist with resolving other wildlife damage as requested and as funds allow.

ARTICLE 2 – AUTHORITY

APHIS WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, 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 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS WS shall perform services 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.
2. The Cooperator certifies that APHIS WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS WS.
3. 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.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement:

LCFPD

James Grego, Wildlife Ecologist Lake County Forest Preserves

19808 W Grand Ave, Lake Villa, IL 60046

Phone: 847-276-6582

Email: JGrego@lcfpd.org

2. To authorize APHIS WS to conduct direct control activities as defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this Agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. 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.
7. The Cooperator acknowledges that APHIS WS shall be responsible for administration of APHIS WS activities and supervision of APHIS WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as sub-permittees.
9. To provide lodging for APHIS WS staff at a mutually agreed upon LCFPD location, while conducting activities in accordance with this Agreement at no cost to APHIS WS or APHIS WS staff.

10. To provide office space for the APHIS WS Assistant District Supervisor at the LCFPD Operations and Public Safety Facility in Lindenhurst, IL, while conducting activities in accordance with this Agreement at no cost to APHIS WS or APHIS WS staff.
11. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS WS RESPONSIBILITIES

APHIS WS agrees:

1. To designate the following as the APHIS WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
Johnathan Walls, State Director, APHIS WS, Illinois
3430 Constitution Drive, Suite 121
Springfield, IL 62711
(217) 241-5726
Johnathan.Walls@usda.gov
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this Agreement.
3. That 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.
4. To invoice Cooperator “quarterly” for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

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 – NON-EXCLUSIVE SERVICE CLAUSE

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 8 – CONGRESSIONAL RESTRICTIONS

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 – LAWS AND REGULATIONS

This Agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this Agreement, APHIS WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS WS assumes no liability for any actions or activities conducted under this 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 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This Agreement shall become effective on October 1, 2024, and shall be effective for a term of five years, through September 30, 2029. However, 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 60 days prior to termination. Further, in the event the Cooperator 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.

Cooperator's Tax ID No.: 36-6009339

APHIS WS's Tax ID: 41-0696271

LAKE COUNTY FOREST PRESERVE DISTRICT:

Alex Ty Kovach Executive Director Lake County Forest Preserves 1899 West Winchester Road Libertyville, IL 60048 (847) 367-6640 (office) (847) 367-6649 (fax)	Date
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**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Johnathan Walls, State Director USDA, APHIS, WS 3430 Constitution Dr. Suite 121 Springfield, IL 62711 (217) 241-5726 (office) (217) 241-6702 (fax)	Date
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Keith Wehner Director, Eastern Region USDA, APHIS, WS 920 Main Campus Drive; Suite 2 Raleigh, NC 27606	Date
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WORK PLAN

In accordance with the Cooperative Service Agreement between Lake County Forest Preserve District (LCFPD) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this Agreement.

Program Objective

To assist LCFPD with meeting the objectives of their White-tailed Deer Management Plan and implementing an integrated wildlife damage management program on its properties. Assistance for 'urban rodents' as defined in WS Directive 2.345 is not being provided.

Plan of Action

White-tailed Deer

Through the implementation of management measures described below, objectives of the LCFPD's White-tailed Deer Management Plan will be met. Actions will include Direct Control assistance as well as Technical Assistance recommendation to further enhance the effectiveness of the integrated deer management program. These objectives are to help reduce damage and public safety threats caused by white-tailed deer on property managed by the LCFPD.

APHIS WS employees will be used to assist with the White-tailed Deer Management Plan of the LCFPD. WS responsibilities will include:

- Coordinate with the Wildlife Ecologist and Illinois Department of Natural Resources (IDNR) staff to inspect, propose and certify baiting and shooting zones to be used.
- Provide equipment necessary for removal operations with the exception of some processing equipment which shall be provided by the LCFPD (equipment shall be coordinated prior to removal operations).
- Obtain IDNR qualification for all sharpshooters.
- Removal of permitted white-tailed deer from Lake County Forest Preserves via sharpshooting in compliance with District policy.
- Collect and transport carcasses to Meehan Garage or another mutually agreed upon LCFPD location.
- Eviscerate and clean deer carcasses.
- Ice carcasses, if necessary, in advance of carcass transportation to a venison processing facility the following morning.

LCFPD staff will be responsible for the following tasks:

- Obtain Deer Population Control Permit from IDNR, necessary authorizations from Lake County authorities and Illinois Nature Preserves Commission.
- Wildlife Ecologist, or someone they designate, shall be available for contact during all phases of the project and shall be reachable via cellular phone during removal activities.
- Stock bait sites nightly for at least 1 week continuously prior to removal operations. Bait sites shall be agreed upon by APHIS WS and IDNR.

- District Rangers shall verify that forest preserves are closed and empty of visitors prior to removal operations.
- A District Ranger will be available via cellular phone during removal operations.
- Transport processed carcasses to the designated venison processor each morning.
- Keep records as required by District policy and IDNR, and report results to IDNR upon completion of the program.

Chronic Wasting Disease: APHIS WS and the LCFPD will cooperate, to the extent possible, with the IDNR in monitoring efforts for chronic wasting disease in the deer collected during this program. APHIS WS staff will collect brain stem and tissue samples for LCFPD staff to submit to the IDNR for testing. Reporting requirements of the IDNR on the samples collected will be maintained by the LCFPD Wildlife Ecologist.

Action: APHIS WS employees will work directly with the LCFPD Wildlife Ecologist to establish nightly control activities relating to the White-tailed Deer Management Plan. Management of the white-tailed deer includes the utilization of the IDNR's sharpshooter program.

Use of Equipment: APHIS WS will use USDA-owned rifles equipped with noise-suppression devices, spotlights and an infrared device for locating deer and to monitor for the potential presence of the public in the forest preserve during operations, vehicles (including all-terrain vehicles), and radio equipment during the control operations.

Nuisance Wildlife/Species Conservation

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 IDNR. 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.

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).

APHIS WS will conduct species occupancy and capture-mark-recapture surveys in coordination with LCFPD wildlife ecologist. LCFPD will obtain all require permits to handle species of concern in all planned survey sites, listing APHIS WS employees as sub-permittees. In addition, APHIS WS will utilize program owned traps and supplies supplemented by LCFPD owned traps and supplies to perform these surveys. All data will be logged in mEco, or a mutually agreed upon medium.

APHIS WS may assist with resolving other wildlife damage as requested and as funds allow.

APHIS WS will provide for integrated wildlife damage management Technical Assistance recommendations to provide a long-term reduction in conflicts. The fate and/or disposition options of wildlife taken will be dispersed and/or euthanized as determined necessary.

FINANCIAL PLAN(S)

White-tailed Deer

Cost Element		PY2024-25	PY2025-26	PY2026-27	PY2027-28	PY2028-29
Personnel Compensation		\$85,000	\$85,000	\$87,550	\$90,177	\$92,882
Travel		\$4,000	\$4,000	\$4,120	\$4,244	\$4,371
Vehicles		\$8,600	\$8,600	\$8,858	\$9,124	\$9,397
Other Services		\$2,000	\$2,000	\$2,060	\$2,122	\$2,185
Supplies and Materials		-	-	-	-	-
Equipment		\$6,574	\$6,574	\$6,771	\$6,974	\$7,184
Subtotal (Direct Charges)		\$106,174	\$106,174	\$109,359	\$112,640	\$116,019
Pooled Job Costs	11.00%	\$11,679	\$11,679	\$12,029	\$12,390	\$12,762
Indirect Costs	16.15%	\$17,147	\$17,147	\$17,661	\$18,191	\$18,737
Aviation Flat Rate Collection		-	-	-	-	-
Agreement Total/Project Year		\$135,000	\$135,000	\$139,050	\$143,222	\$147,518
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed \$135,000 per Project Year 2024-25, 2025-26; \$139,050 per Project Year 2026-27; \$143,222 per Project Year 2027-28; \$147,518 per Project Year 2028-29 for a total of \$699,790. 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.</p>						

Nuisance Wildlife/Species Conservation

Cost Element		PY2024-25	PY2025-26	PY2026-27	PY2027-28	PY2028-29
Personnel Compensation		\$24,000	\$24,000	\$24,720	\$25,462	\$26,225
Travel		-	-	-	-	-
Vehicles		\$2,500	\$2,500	\$2,575	\$2,652	\$2,732
Other Services		\$1,000	\$1,000	\$1,030	\$1,061	\$1,093
Supplies and Materials		\$993	\$993	\$1,023	\$1,053	\$1,085
Equipment		\$1,000	\$1,000	\$1,030	\$1,061	\$1,093
Subtotal (Direct Charges)		\$29,493	\$29,493	\$30,378	\$31,289	\$32,228
Pooled Job Costs	11.00%	\$3,244	\$3,244	\$3,341	\$3,442	\$3,545
Indirect Costs	16.15%	\$4,763	\$4,763	\$4,906	\$5,053	\$5,205
Aviation Flat Rate Collection		-	-	-	-	-
Agreement Total/Project Year		\$37,500	\$37,500	\$38,625	\$39,784	\$40,977
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed \$37,500 per Project Year 2024-25, 2025-26; \$38,625 per Project Year 2026-27; \$39,784 per Project Year 2027-28; \$40,977 per Project Year 2028-29 for a total of \$194,386. 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.</p>						

Financial Point of Contact/Billing Address:

Lake County Forest Preserve District

James Grego, Wildlife Ecologist
1899 West Winchester Road
Libertyville, IL 60048
(847) 276-6582
JGrego@lcfpd.org

APHIS WS State Office

Jessica Little, Budget Analyst
3430 Constitution Dr. Ste. 121
Springfield, IL 62711
(217) 241-5728
Jessica.L.Little@usda.gov