



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: September 1, 2016
MEMO TO: S. Michael Rummel, Chair
Finance and Administrative Committee
FROM: James L. Anderson, Director
Natural Resources

Agenda Item# 9.1

RECOMMENDATION: Recommend approval of a Resolution approving a Three-Year Cooperative Service Agreement for Deer Management with the U.S. Department of Agriculture-Animal and Plant Health Inspection Service-Wildlife Services (USDA) in a Contract Price not to exceed \$75,000.00 annually.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Organizational Sustainability

FINANCIAL DATA: This program was approved as part of the adopted FY2016/2017 Land Development Levy Fund Budget for Consultants, in an annual amount not to exceed \$75,000.00. The actual annual cost, up to \$75,000.00, will be charged to account 27644000-701500.

BACKGROUND: This resolution is required for the District to enter into an agreement to conduct deer population management at District preserves using USDA wildlife biologists. The purpose of this cooperative service agreement is to reimburse costs, not to exceed \$75,000.00 per year, expended by USDA while assisting the District to implement its deer management program during FY2017, FY2018, and FY2019. The Board first approved using USDA wildlife biologists to conduct deer removals on District property in 2002. The District staff has been very satisfied with the USDA, which has consistently provided professional service using trained, 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. The District recognizes that native wildlife resources, including white-tailed deer, contribute significantly to the value of the environment and that 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 limiting factors on the deer population in Lake County, continuation of a deer management program is vital in maintaining ecosystem balance.

Provided that funds are approved for this program each fiscal year, the deer removal portion of the deer management program will be conducted annually December through March for the duration of the Cooperative Service Agreement.

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

PRESENTER: James L. Anderson

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR SEPTEMBER MEETING
SEPTEMBER 13, 2016**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **FINANCE AND ADMINISTRATIVE COMMITTEE** presents herewith "A Resolution Approving a Three-Year Cooperative Service Agreement for Deer Management with the U.S. Department of Agriculture" and requests its adoption.

FINANCE AND ADMINISTRATIVE COMMITTEE

Date: 9/1/2016 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION APPROVING A THREE-YEAR COOPERATIVE
SERVICES AGREEMENT FOR DEER MANAGEMENT
WITH THE U.S. DEPARTMENT OF AGRICULTURE**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to purchase deer 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 Deer 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 deer 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 Finance and Administrative Committee 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 contract for the Services to the USDA in a contract price not to exceed \$75,000.00 annually (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 in 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 _____, 2016

AYES:

NAYS:

APPROVED this ____ day of _____, 2016

ATTEST:

Ann B. Maine, President
Lake County Forest Preserve District

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

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.

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 reduce human health and safety risks and property damage associated with white-tailed deer populations on LCFPD property. 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 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.
8. To obtain the appropriate permits for removal activities for white-tailed deer and list USDA, APHIS, Wildlife Services as subpermittees.
9. To provide lodging for APHIS WS staff at the LCFPD's Temporary Employee Housing Unit at Lakewood Forest Preserve near Wauconda, Illinois while conducting activities in accordance with this Agreement at no cost to APHIS WS or APHIS WS staff.

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 LCFPD.

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)

BY: _____ Date _____
Janet L. Bucknall
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

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 meeting the objectives of their White-tailed Deer Management Plan.

Planned APHIS WS Activities

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 Project Manager and IDNR staff to inspect, propose and certify baiting and shooting zones to be used.
- Provide equipment necessary for removal operation with the exception of some processing equipment which shall be provided by the LCFPD (equipment availability shall be coordinated prior to removal operation).
- 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 LCFPD's Wildlife Management Facility at Almond Marsh Forest Preserve.
- 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.
- Project Coordinator shall be available for contact during all phases of the project. The Project Coordinator 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 Biologist.

Action: APHIS WS employees will work directly with the LCFPD Wildlife Biologist 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.

Effective Dates

The cooperative agreement shall become effective on October 1, 2016 and shall expire on March 31, 2019.

**ATTACHMENT B
FINANCIAL PLAN**

	PY2016-17	PY2017-18	PY2018-19
Personnel Costs	\$45,000	\$45,000	\$45,000
Travel	\$4,000	\$4,000	\$4,000
Vehicle Usage	\$3,000	\$3,000	\$3,000
Supplies/Equipment	\$6,986	\$6,986	\$6,986
Subtotal (Direct Costs)	\$58,986	\$58,986	\$58,986
Pooled Job Costs (11%)	\$6,488	\$6,488	\$6,488
Indirect Costs (16.15%)	\$9,526	\$9,526	\$9,526
Grand Total/Project Year	\$75,000	\$75,000	\$75,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$75,000 per Project Year 2016-2017, 2017-2018, or 2018-2019 for a total of \$225,000. While the "Financial Plan" is for three years the District Board of Commissioners needs to approve funding on an annual basis for FY 2017-18 and FY2018-19. 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
Name to call for billing questions

(847) 968-3283
Phone

APHIS WS: Jessica Little, Budget Analyst
Name to call for billing questions

(217) 241-5728
Phone

LCFPD Billing Address

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