

MCHENRY COUNTY CONSERVATION DISTRICT
RESOLUTION #21-39

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A RENEWAL OF AN INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY FOREST PRESERVE DISTRICT FOR THE INCUBATION OF EGGS AND SUBSEQUENT REARING OF HATCHLINGS OF LAKE COUNTY BLANDING'S TURTLES FOR A PERIOD OF TEN YEARS FOR A FEE OF \$6,000 PER YEAR BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2031

WHEREAS, the Lake County Forest Preserve District (the "LCFPD") is collaborating to initiate a headstarting program to augment the Blanding's turtle population within their jurisdiction; and

WHEREAS, the McHenry County Conservation District (the "District") has already created and has a successful program hatching and rearing Blanding's turtles; and

WHEREAS, the District has the staff and expertise to expand their existing program with minimal additional effort; and

WHEREAS, the LCFPD and the District are units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, units of local government are enabled by Article VII, Section 10, of the Constitution of the state of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et.seq. [1999]) to contract with each other and otherwise agree amongst themselves and undertake certain transactions with each other; and

WHEREAS, the LCFPD and the District have determined that the transactions contemplated by the attached agreement shall be for the public benefit for the District and the residents of Lake County, Illinois;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the McHenry County Conservation District hereby authorizes the Executive Director to execute all documents necessary to complete the terms of the Agreement with Lake County Forest Preserve District for the hatching and rearing of Lake County Blanding's turtles.

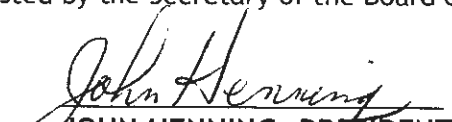
IN WITNESS WHEREOF, this Resolution #21-39 has been executed this 25TH day of May, 2021 by the President and attested by the Secretary of the Board of Trustees of the District.


Ayes: 7

Nays: 0

Absent: 0

Abstain: 0


JOHN HENNING, PRESIDENT
BOARD OF TRUSTEES


CAROLYN CAMPBELL, SECRETARY
BOARD OF TRUSTEES

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.

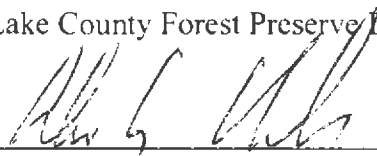
This Agreement shall renew annually on June 1 and terminate on May 31 of the

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

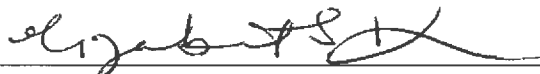
For the Lake County Forest Preserve District:



Alex Ty Kovach, Executive Director

5/1/2021
Date

For McHenry County Conservation District:



Elizabeth S. Kessler, Executive Director

5/25/2021
Date