

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

COMMUNICATIONS

ITEM #1

On June 4, 2008 your Honorable Body approved funds in the amount of \$803,747.50 for the addition of an environmentally friendly geothermal heating and cooling system for Job No. 05-19.1.3A1 Little Red Schoolhouse Nature Center. On July 2, 2008, approval was received for the District to apply for an Illinois Clean Energy Community Foundation Geothermal Grant.

At this time, the District is pleased to announce that a reimbursement check in the amount of \$90,000.00 has been received. It should be noted that this project has been chosen as one of a select few to receive the maximum available grant award amount of \$90,000.00

Approval is therefore requested to place the \$90,000.00 into Grant Account # XXXXXX-XXXXXX and to approve such funds for further appropriation.

Approval is recommended.

ITEM #2

The District is requesting Professional Engineering Services to prepare plans and specifications, secure permits and supervise construction for six bicycle trail projects including: 1) Orland Grassland Bicycle Trail, 2) Kickapoo Woods Bicycle Trail, 3) George Dunne Bicycle Trail Re-Route, 4) Sand Ridge Nature Center Bicycle Trail Spur, 5) North Branch Bicycle Trail Re-Route, and 6) Salt Creek Bicycle Trail Spur.

In order to develop a pool of potential consultants interested in providing engineering services, the District previously solicited a Request For Qualifications (RFQ) for Engineering Services Consultants. A Request For Proposals (RFP) for Engineering Services for the specific projects above was recently issued as RFP 09-80-60. Nine firms responded to the RFP.

A committee comprised of Planning and Development and Resource Management staff members evaluated the proposals based on the firms' previous experience with similar projects, personnel assigned to the project, overall understanding of the project's objectives, proposed schedule, and cost of the proposal.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #2(cont'd)

Based on these criteria, the firm of **Baxter & Woodman, Inc.**, of 39 South LaSalle Street, Suite 816, Chicago, IL 60603, was determined to have submitted the most responsive proposal. The total cost for professional fees is not to exceed \$366,935.00.

Requesting authority to enter into a contract with **Baxter & Woodman, Inc.**, to provide Professional Engineering Services for Job No. 09-60 Various Bicycle Trail Projects.

The District's Chief Financial Officer has reviewed this request and acknowledges that \$366,935.00 is available in the Construction and Development Accounts #568000-620040, #578000-620040, #588000-620040, #598000-620040, #608000-620040 and Capital Improvement Fund Account #098010-670045. Approval is recommended.

PROPOSED INTERGOVERNMENTAL AGREEMENTS

ITEM #3

In 2000, the Illinois Department of Natural Resources ("IDNR") provided an Open Space and Land Development ("OSLAD") Grant to the Forest Preserve District ("District") for the acquisition of 194 individual parcels comprising approximately 20.97 acres in Calumet City, IL near the intersection of 154<sup>th</sup> Street and Burnham Ave in an area commonly known as Wentworth Prairie.

The District has since completed this acquisition and submitted the project to the IDNR for reimbursement of a portion of the project costs. Per OSLAD grant reimbursement requirements, the District is required to record a use restriction on each parcel acquired.

In order to streamline the recordation process and minimize expenses, the attached IGA was developed to satisfy IDNR's use restriction recordation requirement. It is recommended that the attached IGA be approved and executed.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #3 (cont'd)

**Intergovernmental Cooperative Agreement -- Historic and Natural Resources Preservation For 20.97 acres of Wentworth Prairie Acquisition**

WHEREAS, the Illinois Department of Natural Resources (IDNR) provided an OSLAD Grant to the Cook County Forest Preserve District (District) for acquisition of numerous individual parcels of land through tax sale, such land totaling about 20.97 acres (identification information is attached as Appendix A) herein referred to as Wentworth Prairie Acquisition; and

WHEREAS, the Forest Preserve District of Cook County and IDNR agree that recording an individual use restriction on each such parcel would incur unnecessary expense and would not afford any more protection and commitment to adhere to state laws than an Intergovernmental Cooperative Agreement executed pursuant to the authority of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220; and

WHEREAS, the land acquisition enabled by the GRANT from IDNR was intended to provide open space and recreation opportunities consistent with other state laws directed toward resource protection.

Now therefore, IDNR and the Forest Preserve District of Cook County agree as follows:

1. District shall fully comply with all applicable state and federal laws, including but not limited to the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, et seq.), the Natural Areas Preservation Act (525 ILCS 30/1 et seq.), the Endangered Species Protection Act (520 ILCS 10/1 et. seq.), the Illinois Interagency Wetland Policy Act of 1989, the Human Skeletal Remains Protection Act (20 ILCS 3440), and Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR Part 800.4).

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #3 (cont'd)

2. No construction, alteration, or disturbance of the ground surface or structure older than 50 years shall be undertaken or permitted to be undertaken on the aforesaid 20.97 acres of the Wentworth Prairie Acquisition without the express prior written permission of the Illinois Department of Natural Resources, Comprehensive Environmental Review Program who may require archaeological or environmental surveys and/or site or structure mitigation prior to any undertaking.

3. The Illinois Department of Natural Resources and the Illinois Historic Preservation Agency shall be permitted during normal District business hours to inspect the aforesaid property in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this Intergovernmental Cooperation Agreement, and in addition to any remedy now or hereafter provided by law, the Illinois Department of Natural Resources may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration or mitigation of natural resources or archaeological sites or structures disturbed by construction, alteration, or disturbance of the ground surface or structure older than 50 years.

5. Restrictions, stipulations, and covenants contained herein shall be inserted by the District verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in these 20.97 acres of the Wentworth Prairie Acquisition.

6. The failure of the Illinois Department of Natural Resources to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

This Agreement shall be binding upon the 20.97 acres of the Wentworth Prairie Acquisition and shall constitute evidence that the Forest Preserve District of Cook County agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #4

Requesting authority be granted for the Forest Preserve District of Cook County to enter into the attached agreement with the National Audubon Society for the purpose of continuing a successful program since 2006 to carry out ecological restoration activities within the District. Funding for these activities will be disbursed from the Department of Resource Management's Restoration Intern Program Account #013100-620053 and was previously approved in the 2010 Appropriation Ordinance.

As specified in the agreement, all activities will comply with the Land Management Guidelines as set forth by the Board of Forest Preserve District Commissioners.

The Forest Preserve District of Cook County will reimburse the National Audubon Society an amount not to exceed \$150,000.00 in accordance with the attached Agreement. These funds will be transferred to the National Audubon Society upon receipt of invoices for the actual costs incurred. Approval is recommended.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #4 (cont'd)

**AGREEMENT**

This agreement, dated as of \_\_\_\_\_, between the National Audubon Society, a non-profit corporation organized and existing under the laws of the state of New York, through its Chicago Wilderness Program office (“Audubon”), and the Forest Preserve District of Cook County (“District”), a political subdivision of the State of Illinois, regards projects to be undertaken in 2010 on lands owned and managed by the Forest Preserve District.

**RECITALS:**

WHEREAS, the District owns and manages numerous preserves of natural habitat that are of interest to Audubon; and

WHEREAS, the District desires the assistance of Audubon in undertaking certain ecological restoration activities on certain of these lands; and

WHEREAS, Audubon wishes to assist the District in the management of these lands; and

WHEREAS, the District has appropriated \$150,000 to be spent in 2010 on these activities; and

WHEREAS, the District and Audubon wish to further specify how these funds will be spent.

NOW THEREFORE, the District and Audubon agree as follows:

1. Recitals are hereby incorporated and made a part hereof by reference.
2. All activities carried out under this Agreement shall be consistent with policies approved by the Board of the Forest Preserve District of Cook County.
3. The District funds identified to cover habitat enhancement and restoration projects on District grasslands, wetlands and woodlands habitat (“Projects”) shall come from those funds appropriated by the District as part of its 2010 budget.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #4 (cont'd)

4. Work on the Projects will be completed no later than December 31, 2010 (unless otherwise agreed to by the parties). The District shall reimburse Audubon for all direct expenses incurred by Audubon in each of the following categories, up to the combined maximum total of \$150,000.
  - a. Salary and fringe-benefit costs for short-term restoration technicians (also known as "summer restoration interns") ("Technicians"). These Technicians will be recruited, hired and paid as short-term employees by Audubon. Their work on District-owned land will be supervised by Audubon in cooperation with District Master Stewards and overseen by the District's Volunteer Coordinator and/or Resource Manager IV. Initial training in safety, tool maintenance, and District management practices will be provided by District Resource Management staff. The work of the Technicians will be guided by site-specific workplans previously developed by site stewards and approved by the District.
  - b. Supplies and tools for Technician activities on District land, the ownership of which will vest with the District.
  - c. Personnel, supplies, phone, and related program costs for Audubon staff employed in recruiting, training and supervising Technicians and providing payroll and related support.
  
5. Audubon shall submit invoices to the District in order to be reimbursed for Project activities undertaken under this Agreement. Invoices shall document personnel, supplies and materials paid for under this Agreement. All other costs will be documented by copies of paid invoices. The final invoice shall be submitted by December 1, 2010. Audubon will administer the above Projects, including making initial payment for expenses.
  
6. Audubon, as well as any subcontractors hired by Audubon to undertake Projects authorized by this Agreement, are responsible for obtaining all permits, insurance and permissions of the District necessary to carry out any activities authorized by or covered by this Agreement. Audubon, as well as any subcontractors, shall comply with all statutes, rules, regulations, policies and procedures at all times whether local, state or federal.
  
7. This Agreement does not reflect all activities undertaken by Audubon or the District with respect to the management of District lands. This Agreement is intended only to cover those specific Project activities identified and funded as set out herein.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #4 (cont'd)

8. This Agreement may only be amended by the parties in a signed writing. This Agreement shall be binding when signed by the parties but shall cover all authorized Project activities even if those activities were begun prior to execution of this Agreement.

9. Audubon agrees to maintain general comprehensive liability insurance throughout the terms of this Agreement naming the District as an additional insured, which insurance shall be in the primary amount of \$1,000,000, with an umbrella policy in the amount of \$10,000,000. Audubon shall notify the District within ten (10) days of any and all material changes to its insurance policies.

10. This Agreement automatically terminates on December 31, 2010 unless the Parties agree otherwise in writing.

11. This Agreement is governed by the laws of the State of Illinois.

12. Neither Party may assign this Agreement without the prior written consent of the other. Consent shall not unreasonably be withheld.

13. This is the entire Agreement between the Parties and supersedes all prior agreements and/or understandings whether written or oral.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #5

Requesting authority be granted for the Forest Preserve District of Cook County to continue an agreement with Max McGraw Wildlife Foundation to perform wildlife collection/monitoring to detect any potential transmittal of diseases from animals to humans. (i.e. Rabies, West Nile, Chronic Waste and Avian Flu). The Board of Forest Preserve Commissioners has provided funding for this program in the Annual Appropriations Ordinance since 2008. Payment for services rendered will not exceed \$60,000.00 to Max McGraw Wildlife Foundation.

The information collected in conjunction with the District's Wildlife Biologist will be similar to the data collected since 1994 and will be provided to Public Health Officials in Cook County and the U.S. Center for Disease Control in Atlanta, Georgia.

The District's Chief Financial Officer has reviewed the funding for these services and acknowledges that sufficient funds are available in the Department of Resource Management Department's "Wildlife Disease Monitoring and Health Studies" Account #013100-630336. Approval is recommended.

# FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #5 (cont'd)

## **AGREEMENT BETWEEN MAX MCGRAW WILDLIFE FOUNDATION AND FOREST PRESERVE DISTRICT OF COOK COUNTY**

### **Background**

The Max McGraw Wildlife Foundation is a nonprofit, private foundation dedicated to the conservation and management of wildlife. The Foundation accomplishes this mission through research and education programs. The research program focuses primarily on predator management, wildlife disease, and the relationship between people and wildlife in the Chicago region, including Cook County.

Because of our common goals, the Foundation has partnered closely with the Wildlife Division of the Forest Preserve District of Cook County since 1994. This partnership has been incredibly productive, and provided important information to aid in the management of wildlife species and the monitoring of disease in Forest Preserve properties. Some examples of our collaborations in recent years include an investigation into the demographics of high density raccoon populations, the distribution and abundance of bat communities in forest preserve properties, population dynamics, of striped skunks, population estimation and modeling of Canada geese, and the distribution and status of gray foxes in Cook County.

We have monitored a variety of wildlife diseases that have the potential to threaten domestic animals and people in Cook County. Examples of this focus include a long term survey of serology from raccoons and other carnivores for such diseases like canine distemper, parvovirus, leptospirosis, West Nile virus, and other important diseases such as raccoon roundworm and rabies.

Two monitoring projects have been particularly important in their implications for human health: 1) coyote ecology and management and 2) modeling for rabies in raccoons. The Foundation has worked closely with Chris Anchor of the FPDCC in the development and implementation of a study of the ecology of coyotes in Cook County. This project has provided novel information that has been important to the management of this species and the avoidance of conflicts, and has garnered national and international attention. There has been no other study of its magnitude of coyotes in an urban area; consequently results from this study have been of great interest from cities across Cook County and the nation.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #5 (cont'd)

**Need**

For each of these projects, collaborations between the Foundation and the FPDCC have generally consisted of the scientific expertise and resources provided by the Foundation, and the FPDCC provided access to sites, assistance in the field, loans of equipment, and guidance regarding working within FPDCC properties. Funding for most of this work has generally come from other agencies, including the Illinois Department of Natural Resources, Cook County Animal and Rabies Control, and Chicago Wilderness. While the support from these agencies has been critical to the success of our research and monitoring, it has come in short intervals and for short term questions. Funding is needed to maintain long term monitoring of wildlife populations and their diseases in the Cook County forest preserves.

**Agreement**

Foundation agrees to maintain general comprehensive liability insurance throughout the terms of this Agreement naming the District as an additional insured, which insurance shall be in the primary amount of \$1,000,000, with an umbrella policy in the amount of \$10,000,000. Foundation shall notify the District within ten (10) days of any and all material changes to its insurance policies.

To the extent allowed by Illinois law, Foundation agrees to and does hereby expressly assume all responsibility for its agents and employees and for any subcontractor and its agents and employees relative to its activities on the Property. To the extent allowed by Illinois law, Foundation further agrees to indemnify, save and hold harmless, the FPDCC, its President, Commissioners, officers, employees, volunteers, contractors and agents against any losses, claims, damages, liabilities, actions, suits, proceedings, costs or expenses that the FPDCC may suffer, incur or sustain or for which it or they may become liable (including, but not limited to, personal and bodily injury to or death of persons or loss or damage to property) resulting from, arising out of, or relating to any acts, errors or omissions of Foundation, or any of its subcontractors, at the Property or in the performance of this Agreement.

This agreement recognizes the on-going collaboration between the Foundation and FPDCC. The Foundation will consult with the Wildlife Division of FPDCC, specifically Chris Anchor, to prioritize monitoring mammalian populations and diseases. Currently, the FPDCC has invested in coyote monitoring with advanced technology, which the Foundation has taken the lead in distributing GPS collars and monitoring devices. In addition to monitoring collared coyotes, we will maintain disease surveillance of a variety of species through serology of blood samples and necropsy of carcasses.

FOREST PRESERVE DISTRICT OF COOK COUNTY BOARD AGENDA

FEBRUARY 10, 2010

ITEM #5 (cont'd)

This agreement stipulates that researchers with the Foundation will invoice the FPDCC for an amount not to exceed **\$60,000** during the FPDCC's current fiscal year **(2010)**. The research will be conducted in close cooperation with the FPDCC office of Chris Anchor. Expenditures will largely consist of laboratory analysis of blood and fecal samples for disease surveillance, supplies associated with capture and collection of samples, and personnel costs associated with the capture and monitoring of marked wildlife populations.

ITEM #6

Requesting that the Purchasing Agent be authorized to advertise to procure bids for the following items:

Resource Management Department

- Maintenance of Turf - Districtwide

Maintenance Department

- Light, Medium & Heavy Duty Truck Parts & Service for Vehicles
- Passenger car, SUV & small Truck Parts & Services for Vehicles
- 120 Handicapped Accessible Metal Leg Picnic Tables

ITEM #7

Commissioner Elizabeth "Liz" Gorman transmitting a communication from the Illinois Department of Transportation regarding easement requests along Des Plaines River Road. To be referred to the Real Estate Committee.

ITEM #8

COMMITTEE REPORT

FINANCE.....FEBRUARY 10, 2010

MOTION TO ADJOURN

The next regularly scheduled meeting of the Forest Preserve District is set for March 3, 2010.