

Late Addition #1

EXECUTIVE DOCUMENT SUMMARY

Department: Parks & Recreation	Submittal Dates
Contact Person: <u>Casey Noonan, Chairman</u>	<input type="checkbox"/> Executive Board: _____
Telephone No.: <u>231-342-9939</u>	<input checked="" type="checkbox"/> Regular Session: <u>08/21/2018</u>

Source Selection Method	VENDOR: <u>US Fish & Wildlife/H. Rawlings</u>
<input checked="" type="checkbox"/> Negotiated	Address: <u>480 W Fletcher St., Alpena</u>
<input type="checkbox"/> Other: _____	Phone: <u>989-356-5011</u>

Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>State contract</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements
<p>The Parks and Recreation Commission is recommending for approval a Partners for Fish and Wildlife Program Landowner agreement between Leelanau County and the US Fish & Wildlife Service (USF&WS).</p> <p>USF&WS is requesting the contract be approved as Phase II of the initial landowner agreement approved last year. Phase II covers planting all the non-grass plants, i.e., flowers. It is the USF&WS policy to get this type of agreement signed so they have permission to come onto County property.</p> <p>The County's cost share has been covered by what we paid for the initial spray; all the credits we received are done.</p> <p>Previous Board motion: #083-04182017 Regular Session MOTION BY LAUTNER TO APPROVE THE LANDOWNER AGREEMENT NO. 31330-H-J010 BETWEEN LEELANAU COUNTY AND THE U.S. FISH & WILDLIFE SERVICE AS PRESENTED, REGARDING VERONICA VALLEY. SECONDED BY SOUTAS-LITTLE. ... AYES - 7 NO - 0 MOTION CARRIED.</p> <p>Suggested Recommendation: Motion to approve the Landowner Agreement, No. 31330-J-J008, between Leelanau County and the U.S. Fish & Wildlife Service for work done at Veronica Valley County Park, as presented.</p>

Department Head Approval: Casey Noonan Date: 08/16/2018

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Landowner Agreement No: 31330-J-J008

Cost Structure: FF03F23200

FGHC11210303HR0

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated **August 10, 2018** between **the County of Leelanau** and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

William J. Bunek, Chairman of the Board of County Commissioners for Leelanau County, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in **Leelanau County, State of Michigan**, described as follows: all of, or within, **T29N R12W Sec 13NE, known as Veronica Valley, Leelanau County Park,** (see attached map in Exhibit A. for details).

In signing this Agreement and receiving the Notice of Award Letter, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the USFWS authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached **Exhibit A**. Any donation of supplies, equipment, or direct payment from the USFWS to the Landowner for carrying out the habitat improvements is included in **Exhibit A**. The activities conducted pursuant to this agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s), or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on **August 10, 2018**. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party(ies). However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$ **2,600.00**.

Landowner:

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

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The Landowner(s) will notify the USFWS of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the USFWS to implement the project described in the work plan, and to monitor project success.

The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner(s). There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner(s) agree(s) to identify USFWS contribution to the project during public presentations, reports, or other information published about the project, as appropriate

USFWS:

The USFWS will work with the Landowner(s) throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in Exhibit A, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

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EXHIBIT A

The habitat improvements described below are agreed to by Leelanau County, the USFWS, in a Landowner Agreement dated August 10, 2018.

Landowner Contact Information:

Name: William J. Bunek
Mailing Address: 8527 Government Center Drive Suite 101
City: Suttons Bay State MI Zip code : 49682
Telephone Numbers: Work: 231-256-9711 Fax: 231/256-0120
Email: wbunek@co.leelanau.mi.us

Description of Habitat Improvement Project and Objectives:

Leelanau County is developing this parcel, Veronica Valley County Park in cooperation with Designs By Nature, into a major native grassland area for upland bird habitat. The site lies within a north/south migration corridor along the northern tip of the lower peninsula of Michigan. This site will provide both nesting and stop-over habitat for many bird species using this migration corridor. In addition, this area will be used for bird population monitoring, grassland education, and aesthetics for the general public.

A total of 20 acres of the 92.5 acre parcel will be converted to a Michigan genotype native grass and forbs mixture over the span of 4 years. In 2017 10 acres of grasses were planted. **The grasses are now established, and forbs (wildflowers) are able to be planted on the site. This agreement is to cover the cost of the wildflower seed.** Spot-treatment for invasive species will be conducted annually with each new phase of the project. Vern Stephens, the owner of Designs By Nature, LLC has been contracted by the landowner to oversee planting and maintenance. 2018 is the second year of this project. The second and final 10 acres will be planted in Spring 2018.

USFWS will:

1. Review and oversee completion of the grassland projects as described above and in attached documents.
2. Work with Designs By Nature, LLC to ensure Michigan genotype seed is provided for plantings and to insure invasive species have been and will continue to be removed from grassland and buffer strip sites.
3. Upon completion of project, conduct a final inspection with the Cooperator to review maintenance and management requirements.
4. Conduct inspections throughout the life of the agreement (10 years).
5. Purchase Michigan genotype forbs for Field #1
6. Reimburse the Designs By Nature for itemized project costs not to exceed **\$2,600.00**. Any excess cost will be the responsibility of the Landowner. **This funding will be paid directly to Designs By Nature.**

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The Landowner(s) will:

1. Contract the removal of all invasive plants from prairie planting sites, contract the site maintenance work and planting for the first 10 acres of fallow field. Estimated value of landowner contribution is **\$2,600.00**.
2. Contact the Service representative listed on the Habitat Development Agreement if you have any questions on native grass management. The Service can provide management advice to the landowner during the life of the contract.

Budget Table:

Object Class Categories ^a	Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals
Personnel	\$ 400.00	\$	\$	\$	\$ 400.00
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$ 1,000.00	\$	\$	\$	\$ 1,000.00
Supplies	\$	\$2,600.00 (<i>seed</i>)	\$	\$	\$ 2,600.00
Contractual	\$1,200.00	\$	\$	\$	\$ 1,200.00
Other – In-Kind	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Totals	\$2,600.00	\$2,600.00	\$	\$	\$5,200.00

^a The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

The USFWS Partners Program is paying 50% associated with supplies and contractual costs for this project for a total commitment of **\$ 2,600.00** itemized below.

Supplies:

Grass seed \$ 2,000.00

Contractual:

Designs By Nature Planting Fall 2018.....\$600.00

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In-Kind (Landowner):

Mower deck purchased in 2016 by County (\$9,600.00) to be used for Veronica Valley (*and other parks, but primarily at VV*)\$1,000.00
Personnel to mow grassland site and trails\$400.00

Total Project Cost: \$5,200.00

Indirect Cost Statement:

We are a local government entity that will charge all costs directly.

A-133 Single Audit Reporting Statement:

NOT required to submit an A-133 report for the most recently closed fiscal year

Overlap/Duplication Statement:

There is no overlap between the proposed project and any other active or anticipated projects in terms of activities, costs or time commitment of key personnel. Further, the proposal submitted for consideration under this program is not in any way duplicative of any proposal that was/will be submitted for funding consideration to any other potential funding source (Federal or non-Federal).

Additional information as required for the project:

If there are any questions regarding the habitat development agreement or the Project Plan, please contact:

U.S. Fish and Wildlife Service
Heather Rawlings
Alpena Fish and Wildlife Conservation Office
480 West Fletcher Street
Alpena, MI 49707
Phone: (989) 356-5011
E-mail: heather_rawlings@fws.gov