



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G19

#20089-214 – Approving Agreement with Pheasant Forever for Reimbursement of Expenses Associated with the Wildlife Habitat Incentives Program (WHIP)

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian

Meeting: December 5, 2006

Subject: Approving Contract with Loup/Platte Ringnecks Chapter Pheasants Forever

Item #'s: G-19

Presenter(s): Steve Paustian

Background

Pheasants Forever has been involved in habitat development at the Heartland Public Shooting Park for several years. If the City agrees to enter into the WHIP Program, Pheasants Forever has offered to pay all expenses associated with the WHIP Program that are not covered by the program itself (see attached agreement).

Discussion

It is the consensus of staff that the enrollment in the WHIP Program will benefit the HPSP. With the agreement of Pheasants Forever to cover all costs of the program not covered by the WHIP Program the cost to the City to participate in the program will be nothing. The HPSP will benefit because of the improved habitat and the potentially increased populations of both Pheasants and Quail. These increased populations will allow for improved and potentially increased programming at the Park.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council enter into the agreement with Pheasants Forever.

Sample Motion

Motion to enter into an agreement with the Loup/Platte Ringneck Chapter of Pheasants Forever to provide funding for the WHIP Program.



AGREEMENT



BETWEEN THE CITY OF GRAND ISLAND AND THE LOUP / PLATTE RINGNECKS CHAPTER OF PHEASANTS FOREVER, INC.

I. INTRODUCTION AND PURPOSE

The City of Grand Island, Nebraska and the Loup / Platte Ringnecks Chapter (chapter #221) of Pheasants Forever, Inc (PF) have interests in managing and improving wildlife resources and habitats on the Heartland Public Shooting Park complex. This Agreement will deliver wildlife management activities such as enhancement and development of nesting and brood rearing cover, planting of wildlife friendly shrubs, removal of invasive plant species, and establishment of winter cover on the complex (located in section 9, Township 11 North, Range 10 West of Hall County, Nebraska). This Agreement will also attempt to educate the public on the best and proper wildlife management activities in an agriculture intensive landscape. This Agreement will identify a specific program and list details and specific responsibilities of each party.

The purpose of this Agreement is to provide an instrument for cooperative administration, implementation, management, and evaluation of the Heartland Public Shooting Park wildlife management plan.

II. SCOPE OF THE AGREEMENT

ITEM A. The City of Grand Island, Nebraska and the Loup / Platte Ringnecks Chapter of Pheasants Forever mutually agree:

1. That every provision of this Agreement is subject to the laws of the State of Nebraska and the City of Grand Island and the bylaws of Pheasants Forever.
2. To develop, deliver, implement, administer and evaluate this Agreement on an annual basis. This report will provide a review of activities and progress of the program.
3. To cooperate in the recognition of each parties' participation in the Agreement.
4. Each party will be mutually responsible for any contractual debts incurred. Any variance will be specified in **ITEM D.** Provided, however, that Pheasants Forever may not unilaterally obligate the City to any debt. The expenditure of funds is subject to City Council approval in accordance with State law and Municipal Code.

5. That each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this agreement, for any loss, cost, damage or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself of its own agents or its own employees, while occupying or visiting the premises under and pursuant to the Agreement. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the City or qualified immunity of any of its employees or agents.

ITEM B. The City of Grand Island agrees to:

1. Enter into contract #7265260838K of the Wildlife Habitat Incentives Program (WHIP) administered by the Natural Resources Conservation Service (NRCS) which provides cost-share reimbursement for installation and/or enhancement of certain wildlife practices.
2. Follow provisions of the WHIP conservation plan (based on the wildlife management plan) in the installation of the outlined wildlife practices in a timely manner.
3. Help provide coordination in the implementation of the wildlife management practices outlined in the WHIP conservation plan on the Heartland Public Shooting Park complex.
4. Provide PF reasonable access to the Heartland Public Shooting Park complex to conduct practice installation and wildlife management activities.
5. Allow PF opportunities for public education of the wildlife management activities taking place on the Heartland Public Shooting Park complex through signage, pamphlets, landowner tours, newspaper/magazine articles, youth mentor hunts, and work days with local school or youth groups, etc. if not in conflict with **ITEM C**, 4.
6. Allow that all facets of this Agreement and the WHIP contract can be made public for the purpose of public relations and promotion of wildlife habitat management.
7. Provide original receipts for material expenses accrued by the City of Grand Island to NRCS for reimbursement through the provisions of the WHIP contract.
8. Provide copies of original receipts for material expenses accrued by the City of Grand Island, and copies of records for reimbursements received from NRCS, to Pheasants Forever for reimbursement.

ITEM C. The Loup / Platte Ringnecks Chapter of Pheasants Forever agrees to:

1. Enter into this Agreement with the City of Grand Island for the purpose of promoting and cost-sharing the wildlife management plan on Heartland Public Shooting Park, and educate the public on the best wildlife management practices in an agriculture intensive landscape.
2. Provide the majority of coordination in the implementation of the wildlife management practices and maintenance of the wildlife habitat on the Heartland Public Shooting Park complex.
3. Not implement any management practice without the oral or written consent of the City of Grand Island Parks and Recreation Supervisor and/or Heartland Public Shooting Park Superintendent.
4. Not interfere with the daily activities or business of Heartland Public Shooting Park complex without prior approval of the Grand Island Parks and Recreation Supervisor and/or Heartland Public Shooting Park Superintendent.
5. Provide technical assistance to the City of Grand Island for implementation of the WHIP conservation plan and wildlife habitat management plan through use of Pheasants Forever, Inc. employee(s).
6. Promote this Agreement and the wildlife management activities taking place on the Heartland Public Shooting Park complex to the public through signage, pamphlets, landowner tours, banquets, newspaper/magazine articles, and work days with local school or youth groups, etc.
7. Manage approximately 10 acres of the Heartland Public Shooting Park complex in shorter native grasses and forbs to be used as a dog training area for local dog trialing enthusiasts and residents.

ITEM D. Funding

1. The City of Grand Island agrees to:
 - a) Budget funds during each fiscal year of the WHIP contract (see **Item B**, 1.) to fully pay for the installation costs of the WHIP contract and the wildlife habitat management plan.
 - b) Maintain a bank account that cost-share reimbursements provided through the WHIP

contract may be direct deposited into.

2. The Loup / Platte Ringnecks Chapter of PF agrees to:

- a) Budget funds during each fiscal year of the WHIP contract to fully cover all expenses incurred by the City of Grand Island that are not reimbursed through the provisions of the WHIP contract so that net cost to the City of Grand Island for implementing the wildlife management plan is zero.
- b) Provide checks to the City of Grand Island for expenses not reimbursed through the provisions of the WHIP contract in a reasonable and timely manner.

III. EXECUTION, MODIFICATION AND DURATION OF THE AGREEMENT

This Agreement will become effective upon the date subscribed by the last signatory, and shall continue in force for five years (the length of the WHIP contract) following the date. The Agreement may be cancelled or terminated by any ~~partner-party~~ upon thirty (30) days written notice. If desired by all parties of the Agreement, the Agreement may be extended for another specified period of time for continued management of the wildlife habitat on the Heartland Public Shooting Park complex, but without further funding provided by the WHIP contract.

Amendments to this Agreement may be proposed by any party and shall become effective upon written approval by all parties.

CITY OF GRAND ISLAND

DATE _____ BY _____

LOUP / PLATTE RINGNECKS CHAPTER OF PHEASANTS FOREVER (CHAPTER #221)

DATE _____ BY _____

EMPLOYEE OF PHEASANTS FOREVER, INC.

DATE_____ BY_____

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WHEREAS, the City of Grand Island desires to develop habitat at the Heartland Public Shooting Park; and

WHEREAS, it is anticipated that 224.6 acres will be managed as wildlife habitat; and

WHEREAS, the City applied for and received a grant to develop this property into wildlife habitat; and

WHEREAS, an agreement with the Loup/Platte Ringnecks Chapter of Pheasants Forever, Inc. is required to proceed with this project; and

WHEREAS, Loup/Platte Ringnecks Chapter of Pheasants Forever, Inc. will cover all expenses not covered by the WHIP Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Loup/Platte Ringnecks Chapter of Pheasants Forever, Inc. is hereby approved for the development of wildlife habitat at the Heartland Public Shooting Park.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island

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Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2008	☐ City Attorney