

INITIAL DRAFT INTERGOVERNMENTAL AGREEMENT

Between

THE STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES

And

THE STATE OF MICHIGAN

Asian Carp Prevention Measures
Manual and Mechanical Fish Removal

This Intergovernmental Agreement (“Agreement”), made on _____, 201__, by and between the State of Illinois Department of Natural Resources (“IDNR”) and the State of Michigan (“Michigan”), collectively referred to hereinafter as the parties, states as follows:

WHEREAS, IDNR is an agency of the State of Illinois and is authorized to enter into this Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220), which permits Illinois state agencies to cooperate with other State governments in the performance of their responsibilities by contracts and other agreements;

WHEREAS, Michigan is authorized to enter into this Agreement pursuant to _____, which permits Michigan to cooperate with the IDNR for purposes of this Agreement;

WHEREAS, the parties wish to cooperate on Asian Carp prevention measures in the context of the proposed United States Army Corps of Engineers’ (“USACE”) project for the prevention of Asian Carp migration into the Great Lakes at Brandon Road Lock & Dam, Joliet, Illinois, as set forth in the USACE November 2018 Final Report: The Great Lakes and Mississippi River Interbasin Study – Brandon Road Integrated Feasibility Study and Environmental Impact Statement – Will County, Illinois (“USACE Final Study”);

WHEREAS, the USACE Final Study Recommended Plan identifies the component of nonstructural measures which includes manual or mechanical removal of Asian Carp from pools of the Illinois Waterway below Brandon Road Lock & Dam;

WHEREAS, the parties are in agreement on their support for the to the nonstructural measures component of the USACE Final Study Recommended Plan and specifically the manual or mechanical removal of Asian Carp from pools of the Illinois Waterway below Brandon Road Lock & Dam;

WHEREAS, IDNR has the statutory authority to conduct Asian Carp prevention measures, specifically including manual and mechanical fish removal, pursuant to the Illinois Fish and Aquatic Life Code (515 ILCS5/1-135 and 150);

WHEREAS, IDNR presently implements manual and mechanical removal of Asian Carp from the Illinois Waterway pursuant to contracted commercial fishing, but at levels and locations less than those recommended by the USACE Final Study;

WHEREAS, Michigan wishes to provide funding to IDNR for IDNR's removal of Asian Carp from the Illinois Waterway pursuant to contracted commercial fishing, to increase removal rates at current locations and to expand removal to lower pools ("Increased Asian Carp Removal Project"); and

WHEREAS, the parties wish to enter into this Agreement to provide for the payment of costs associated with the Increased Asian Carp Removal Project;

NOW THEREFORE, in consideration of the foregoing matters and the mutual obligations of the parties, the parties hereby agree as follows:

1. The recitals set forth above are hereby incorporated by reference as if fully set forth herein.
2. Subject to appropriation by the Illinois General Assembly and availability of funds, IDNR will continue funding Asian Carp removal efforts pursuant to contracted commercial fishing at current levels of state spending during the term of this Agreement.
3. Michigan's funding for the Increased Asian Carp Removal Project will be in addition to Illinois' current levels of state spending.
4. IDNR will procure Increased Asian Carp Removal Project related services in accordance with the Illinois Procurement Code (30 ILCS 500).

5. Michigan will provide IDNR \$8,000,000 for the Increased Asian Carp Removal Project, to be used by IDNR over the next four fiscal years.
6. IDNR will provide Michigan with annual reports at the end of each fiscal year detailing the manner in which Michigan funds were spent on the Increased Asian Carp Removal Project.
7. IDNR agrees to maintain, for a minimum of three years after completion of the Increased Asian Carp Removal Project described herein, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records and supporting documents related to the Increased Asian Carp Removal Project described herein shall be available for review and audit by Michigan.
8. Communications relevant to this Agreement shall be sent via U.S. Mail to the following representatives:

To: IDNR

Kevin Irons

Illinois Department of Natural Resources

1 Natural Resources Way

Springfield, Illinois 62702

To: Michigan

9. This Agreement ends as of June 30, 2023, unless modified by written agreement of the parties.
10. IDNR shall return to Michigan any funding provided pursuant to this Agreement not spent on the Increased Asian Carp Removal Project before June 30, 2023.
11. This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
12. The individual officers, agents, and employees of IDNR and Michigan who have executed this Agreement do hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employer.

13. This instrument contains the entire Agreement between the parties with respect to the transactions contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first mentioned above.

STATE OF ILLINOIS
DEPARTMENT OF NATURAL
RESOURCES

MICHIGAN

By: Wayne Rosenthal
Its: Director
Date: _____

By: _____
Its: _____
Date: _____

ATTEST:

Renee Snow
General Counsel
Date: _____

ATTEST:

Doug Florence
Chief Fiscal Officer
Date: _____