CITY of NOVI CITY COUNCIL

Agenda Item K
October 22, 2018

SUBJECT: Approval to enter into an agreement with the Michigan Natural Features Inventory at Michigan State University to complete a Wild Life Study in the amount of $25,060.26

SUBMITTING DEPARTMENT: City Manager's

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	$ 25,060.26
AMOUNT BUDGETED	$ 25,061.26
APPROPRIATION REQUIRED	$ 0
LINE ITEM NUMBER	101-371.00-816.029

BACKGROUND INFORMATION:

One of the City Council Goals for Fiscal Year 2018/19 is to revise a Wild Life Study last performed in 1993. City staff has engaged the services of the Michigan Natural Features Inventory at Michigan State University (MSU). The plan will be completed in the fourth quarter of this fiscal year due to staffing levels the representatives from the Department of Natural Resources (MDNR) who are being contracted through MSU. As outlined the agreement the experts from MSU/MDNR will create an "analysis (that) will rely on the use of existing City of Novi GIS files, aerial photo interpretation, other GIS-based natural resource mapping, and ranking of wildlife habitat using Potential Conservation Areas (PCA) analysis, a technique pioneered by the Michigan Natural Features Inventory (MNFI). The revised plan will include the identification of areas of potentially high value to wildlife, such as high-ranked PCAs, possible high-quality natural communities, and other notable natural features (e.g., large forest blocks, wetlands, streams, etc.)." Once completed the City will have a basic idea of where the animals reside and where they traverse throughout the community.

City Administration underestimated the resources needed to completed this City Council goal. Initially, it was believed that $10,000 would be sufficient. The contracted amount from the Michigan Natural Features Inventory at MSU is at $25,000. A budget amendment for this movement of dollars will appear in the next quarterly budget amendment.

RECOMMENDED ACTION: Approval to enter into an agreement with the Michigan Natural Features Inventory at Michigan State University to complete a Wild Life Study in the amount of $25,060.26

EXHIBIT A- STATEMENT OF WORK

Project Understanding

The City of Novi is seeking to update its 1993 Wildlife Habitat Plan. The purpose of the update is to provide City planners and others with current information on the occurrence of wildlife habitat resources within the City's boundaries. Given advancements in technology, the new plan will include mapping and analysis using geographic information system (GIS) techniques. The analysis will rely on the use of existing City of Novi GIS files, aerial photo interpretation, other GIS-based natural resource mapping, and ranking of wildlife habitat using Potential Conservation Areas (PCA) analysis, a technique pioneered by the Michigan Natural Features Inventory (MNFI). MNFI has applied PCA analysis in Oakland and 18 other Michigan counties. Although in-the-field surveys will be limited within the scope of this project, the analysis will include recommendations for field surveys of areas of high conservation value or areas considered likely to support protected or other rare species. The deliverables will include an updated Wildlife Habitat Plan, as well as a geodatabase containing the GIS analyses.

The City of Novi understands that MNFI is a scientific research unit of Michigan State University and may incorporate data collected during this assessment into MNFI's Natural Heritage Database or other databases maintained by MNFI.

Scope of Services

Base Map of Existing Wildlife Habitats

We will use aerial photography and existing land cover data (e.g., National Land Cover Database) to develop a general cover type map of undeveloped areas on City of Novi lands. This geographic information system (GIS) layer will be valuable, along with the additional analyses described below, in assessing the potential wildlife habitat available and informing conservation and development decisions.

Potential Conservation Areas

Potential conservation areas (PCA) are defined as places on the landscape dominated by native vegetation that have various levels of potential for harboring high-quality natural areas and unique natural features. The analysis will be done using current land cover spatial data in a GIS framework. Sites are ranked based on six criteria developed by MNFI: total size of site, size of core area (i.e., total area minus edge buffers), stream corridor presence, landscape connectivity, restorability of surrounding lands, and presence of rare species. PCAs can be used to inform future field surveys for natural features, land use/master planning, and conservation planning (e.g., maintaining open space, developing corridors to link natural areas).

Potential High-quality Natural Communities

We will use current satellite and historical (circa 1938) aerial imagery, circa 1800's vegetation analysis, and known occurrences of natural communities to delineate boundaries of potential high-quality natural communities. We define a high-quality natural community as an assemblage of interacting plants, animals, and other organisms that repeatedly occurs under similar environmental conditions and is structured primarily by natural processes rather than human disturbance (e.g., invasive species, agriculture, grazing). In conjunction with our PCA analysis, delineation of natural communities using various imagery and landcover layers in a GIS will help identify the most important areas to perform potential future field site visits. This is important to minimize field time spent surveying low quality areas.

Limited field visits to select probable high-quality areas will include meander surveys through delineated stands to verify boundary mapping and collect baseline information on dominant vegetation cover, natural community classification, and potential for future plant and/or animal survey work. While conducting site visits, we will also document incidental observations of rare animals and plants and other species of interest (e.g., white-tailed deer, coyote). Locations of direct observations will be recorded with a handheld GPS unit and general description of the associated habitat will be noted. Representative examples of animal track and sign, as well as potential high-quality habitat for species of management interest may also be recorded.

Updated Wildlife Habitat Plan

We will update the existing Wildlife Habitat Plan as needed to incorporate the information gained through GIS mapping and analyses. The revised plan will include the identification of areas of potential high value to wildlife, such as high-ranked PCAs, possible high-quality natural communities, and other notable natural features (e.g., large forest blocks, wetlands, streams, etc.). We will also provide recommendations for future surveys to better understand the value of City of Novi lands to wildlife, rare animal and plant species, and native natural communities.

Compensation

This contract is a fixed-cost contract (hourly rates and expenses listed below are for informational purposes only). Compensation for the project is as indicated below and will be billed quarterly on a % complete basis, i.e., based on the percentage of the scope of services that has been completed

Task 1. Update Wildlife Habitat Plan			
Labor	Hours	Rate	Fees
Classification			
Senior Conservation Scientist	19	$ 123.21	$ 2,340.99
Conservation Associate	218	$ 82.39	$ 17,961.02
Information Technologist	35	$ 109.35	$ 3,827.25
		Labor Subtotal =	$ 24,129.26
Expenses			
Travel	Days	Per Diem	
Meals and Lodging	4	$ 151.00	$ 604.00
	Miles	Rate	
Mileage	600	$ 0.545	$ 327.00
		Expenses Subtotal =	$ 931.00
		Project Total =	$ 25,060.26

SERVICES AGREEMENT WITH THE MICHIGAN NATURAL FEATURES INVENTORY AT MICHIGAN STATE UNIVERSITY

Thank you for your request for services from the Michigan Natural Features Inventory at Michigan State University.

1. **Purpose**. The University, through the Michigan Natural Features Inventory (MNFI), will perform the services and provide the deliverables described in Exhibit A.
2. **Payment**. You agree to pay, when you receive an invoice, according to the financial terms on Exhibit A.
3. **Confidentiality**. "Confidential Information" means any materials, written information, and data marked "Confidential" that you provide. If you provide material verbally that you want treated as confidential, you must write down that information, mark it as Confidential, and forward it to MNFI within 30 days of first sharing the information. Confidential Information does not include information in the public domain or independently known or obtained by the University. The University agrees to treat your Confidential Information with the same degree of care that it uses to protect its own confidential information, and, to the extent allowed by law, keep the Confidential Information confidential for a period of three (3) years from the termination date of this agreement.
4. **Intellectual Property**. Any intellectual property you provide to MNFI will remain your intellectual property. Any intellectual property that MNFI provides to the project will remain the intellectual property of the University. The work performed under this Agreement, including any data collection and deliverables, and any resulting intellectual property are the property of MSU. Any work produced under this Agreement is not work made for hire. MSU grants you a license to use any deliverables for your own internal use.
5. **Export Control**. You may not provide any export controlled data or materials to the University without the University agreeing in writing in advance.
6. **Termination**. Either you or the University may terminate this agreement by giving 10 days written notice to the other. You will pay all reasonable costs and non-cancelable obligations incurred by the University at the time of the termination. At your request and expense, the University will return to you or destroy all unused material provided by you.
7. **Independent Contractor**. The University is an independent contractor providing services to you. You and the University do not have the relationship of partners, joint venturers, principals or agents.
8. **Liability**. IN NO EVENT WILL THE UNIVERSITY BE RESPONSIBLE FOR ANY DAMAGES OR PENALTIES RESULTING FROM THE UNIVERSITY'S FAILURE TO PROVIDE, OR DELAY IN PROVIDING, THE SERVICES OR DELIVERABLES. IF A SERVICE OR DELIVERABLE IS FOUND, WITHIN SIX MONTHS OF INVOICE, TO BE SUBSTANTIALLY DEFECTIVE, THE UNIVERSITY WILL CORRECT THE DEFECTIVE PORTION OF THE SERVICE OR DELIVERABLE AT NO COST TO YOU. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND UNIVERSITY EXPRESSLY DISCLAIMS ANY WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH ARE EXPRESS OR IMPLIED, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE UNIVERSITY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR WILL THE UNVERSITY'S AGGREGATE LIABILITY TO YOU EVER EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT.
9. **Conditions Beyond Control**. You and/or the University will be excused from the obligations of this agreement if the performance is delayed or prevented by circumstances (except financial) reasonably beyond control, including, but not limited to, by fire, lack of water, labor or materials, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation, as a result of some order, requisition or necessity of government, mechanical breakdown, plant shut down, and unavailability of raw materials.
10. **General**. This agreement is non-assignable and non-transferable. The State of Michigan's laws apply to this agreement, excluding its choice of law provisions. This agreement, with its Exhibit A, is the entire agreement between the parties and can only be modified in a written change signed by both you and the University.

MICHIGAN NATURAL FEATURES INVENTORY
MICHIGAN STATE UNIVERSITY

By:_____

Name:_____

Its:_____

Date: _____

CITY OF NOVI

By:_____

Name:_____

Its:_____

Date:_____