



**DATE:** June 1, 2020

**MEMO TO:** John Wasik, Chair  
Planning Committee

**FROM:** James L. Anderson  
Director of Natural Resources

**RECOMMENDATION:** Recommend approval of a Resolution Approving an Agreement Between the Lake County Forest Preserve District, Citizens for Conservation, Friends of the Forest Preserves, Bobolink Foundation, Audubon Great Lakes, McHenry County Conservation District and Forest Preserve District of Cook County for Restoration Collaboration for the Protection and Management of the Barrington Greenway Initiative.

**STRATEGIC DIRECTIONS SUPPORTED:** Conservation; Leadership; Education; Outreach

**FINANCIAL DATA:** This Agreement does not obligate any Party to provide financial support of any sort. Each Party will provide for salary or wage costs of its own employees, shall pay its own contractors, and shall cover the costs of operation and maintenance of its own equipment, and there shall be no exchange of funds for the obligations described herein.

Any transfer of funds between any of the Parties will be the subject of a separate contract negotiated and approved by those Parties.

**BACKGROUND:** The Barrington Greenway Initiative (BGI) is a collaboration of seven partners in southwestern Lake County, northwest Cook County and southeast McHenry County focusing on 14,000 acres of protected lands. The BGI is a concept initiated by the Citizens for Conservation to increase the rate and extent of ecological restoration and management of lands in two watersheds, Spring Creek and Flint Creek, by working collaboratively with other organizations. These watersheds are identified in the Lake County Green Infrastructure Model and Strategy as the Fox River Hill and Fen Strategic Habitat Conservation Area (SHCA). This Agreement is intended to formalize, for the mutual benefit of the Parties, collaboration for the restoration, protection and management of the BGI area, including fire management, invasive plant control, wildlife conservation and nuisance wildlife management activities. Through this Agreement, the Parties will focus on common threats and, working together, intend to achieve a positive ecological impact on the Fox River Hill and Fen SHCA that is greater than the impact they could achieve working individually.

**REVIEW BY OTHERS:** Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS)  
  ) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR JUNE MEETING  
JUNE 9, 2020**

**MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “A Resolution Approving an Agreement for the Protection and Management of the Barrington Greenway Initiative,” and requests its approval.

**PLANNING COMMITTEE:**

Date: \_\_\_\_\_  Roll Call Vote: Ayes: \_\_\_\_ Nays: \_\_\_\_\_  
 Voice Vote Majority Ayes; Nays: \_\_\_\_\_

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN AGREEMENT FOR THE PROTECTION AND  
MANAGEMENT OF THE BARRINGTON GREENWAY INITIATIVE**

**WHEREAS**, the Lake County Forest Preserve District (the "District") desires to collaborate with Citizens for Conservation ("CFC"), Friends of the Forest Preserve ("FOTFP"), the Bobolink Foundation ("Bobolink"), Audubon Great Lakes ("Audubon"), McHenry County Conservation District ("MCCD") and the Forest Preserve District of Cook County ("FPDCC") (collectively, the "Parties") for the restoration, protection, and management of certain properties that they own, manage, research, or volunteer at within the Flint Creek watershed and Silver Creek watershed in a region commonly referred to as the "Barrington Greenway Initiative" ("BGI"); and

**WHEREAS**, the District and the Parties have negotiated an agreement (the "Agreement") pursuant to which each Party may but is not obligated to partake in certain restoration, management, and outreach activities benefiting the BGI, either individually or with one or more other Parties, including (i) applying for outside funding to help implement common land management and long-term conservation objectives, (ii) sharing information on land management techniques and effectiveness, (iii) sharing research and monitoring data and findings, (iv) entering into separate contracts allowing the Parties to share and exchange resources, funds, and equipment or manage each other's BGI properties, (v) developing, documenting, and implementing a long-term conservation plan for the BGI, (vi) removing invasive species, (vii) nursery production, (viii) conducting wildlife surveys, (ix) conducting public outreach efforts, (x) collecting and planting prairie seed, (xi) removing trash and debris, and (xii) fire management (the "BGI Collaborative Activities"); and

**WHEREAS**, it is in the best interests of the District and consistent with the District's mission to enter into the Agreement related to BGI Collaborative Activities in substantially the form attached hereto (the "Agreement");

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

**Section 1. Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2. Approval of Agreement.** The Agreement is hereby approved in substantially the form attached hereto.

**Section 3. Execution.** The President and Secretary of the District are hereby authorized and directed to execute and attest to the Agreement.

**Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2020

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

## **AGREEMENT**

**Between and Among the**

**LAKE COUNTY FOREST PRESERVE DISTRICT,  
CITIZEN'S FOR CONSERVATION,  
FRIENDS OF THE FOREST PRESERVES,  
BOBOLINK FOUNDATION,  
AUDUBON GREAT LAKES,  
MCHENRY COUNTY CONSERVATION DISTRICT and  
FOREST PRESERVE DISTRICT OF COOK COUNTY**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the Lake County Forest Preserve District (“LCFPD”), the Citizens for Conservation (“CFC”), Friends of the Forest Preserve (“FOTFP”), the Bobolink Foundation (“Bobolink”), Audubon Great Lakes (“Audubon”), McHenry County Conservation District (“MCCD”) and the Forest Preserve District of Cook County (“FPDCC”), hereinafter referred to collectively as the “Parties” and individually as “Party”.

**WHEREAS**, the Parties own, manage, research, or volunteer at certain parcels of land within the Flint Creek watershed and Silver Creek watershed in a region commonly referred to as the Barrington Greenway Initiative (hereinafter referred to as “BGI,” which is generally depicted on Exhibit A attached hereto); and

**WHEREAS**, it is the mission of the Parties to acquire, preserve, protect, restore, and maintain the natural features and ecological values of BGI and in furtherance of these objectives to undertake programs and activities such as biological and physical inventory, scientific research, habitat and wildlife management; and

**WHEREAS**, the Parties are interested in amplifying respective Stewardship Volunteer Programs by recruiting and enabling volunteers to become stewardship leaders and contribute to meeting site stewardship goals, broaden local support for stewardship and habitat restoration, increase the number of people who will advocate for local natural areas and increase the number of stewardship leaders and volunteer participation in the region; and

**WHEREAS**, the Parties and the natural areas that they own, manage, research, or volunteer at within BGI are faced with a common set of conservation threats including, but not limited to: alteration of hydrologic regimes, fragmentation, establishment and spread of invasive species, altered fire regimes, physical barriers to migration and movement of fish and wildlife, and herbivore pressures upon native plant communities; and

**WHEREAS**, the restoration and management of BGI may require proper use of fire management, including prescribed burning and fire suppression, in a manner that considers natural resource needs, control of invasive species, mitigation of herbivore pressures, reintroduction of extirpated species, augmentation of species and reconnection of core habitat areas; and

**WHEREAS**, the LCFPD, MCDD, FPDCC and CFC have expertise in fire management, including prescribed burning, and currently employ or have under contract personnel and equipment capable of performing fire management activities; and

**WHEREAS**, the Parties to this Agreement are authorized to execute and implement this Agreement;

**NOW THEREFORE**, the Parties, intending to cooperate in the management and protection of BGI, agree as follows;

## **I. OBJECTIVES**

This Agreement is intended to formalize, for the mutual benefit of the Parties, restoration collaboration between the Parties for the protection and management of the BGI, including fire management, invasive plant control, wildlife conservation and nuisance wildlife management activities. Through this Agreement, the Parties will focus on common threats and, working together, intend to achieve a positive ecological impact on BGI ecosystem that is greater than the impact they could achieve working individually.

Ecological management of BGI may be more effective and cost efficient if the Parties work together to coordinate management efforts, share resources and information to improve management practices, and work jointly to secure grant funds and implement common management objectives.

## **II. RESPONSIBILITIES**

- A. Cooperative Activities: Each Party may, but is not obligated to, conduct the following restoration, management, and outreach activities, either individually or with one or more other Parties:
1. Jointly apply for outside funding to help implement common land management and long-term conservation objectives, including for habitat and hydrologic restoration, invasive species control, wildlife monitoring, management and reintroductions, endangered resources management, and watershed-related management and outreach.
  2. Share information on land management techniques and effectiveness relevant to conservation threats and long-term conservation and land management goals.
  3. Share research and monitoring data and findings relevant to conservation threats and long-term conservation and land management goals.
  4. Establish contracts to allow the Parties to share and exchange resources, funds, equipment to implement activities related to abatement of common threats and achievement of common land management and long-term conservation goals.
  5. Establish contracts or other prior, express, written permission to allow the Parties to implement management on BGI properties other than their own when there is mutual agreement and need for such coordinated management efforts.
  6. Develop, document, and implement a long-term conservation plan for the BGI.

- B. Cooperative Restoration and Management Activities: Each Party may, but is not obligated to, conduct the following restoration, management, and outreach activities, either individually or with one or more other Parties:
1. Mowing, cutting, and/or treating woody invasive plants;
  2. Mowing, cutting, pulling, and/or treating herbaceous invasive plants;
  3. Nursery production (e.g., propagation, seed collection, transplanting, weeding)
  4. Conducting surveys, including but not limited to insects, birds, and rare plants;
  5. Conducting public outreach efforts (e.g., tours, flyers, work parties);
  6. Collecting prairie seed and planting it into old field and disturbed areas;
  7. Trash and debris removal; and
  8. Fire management under the terms of this Agreement
- (individually referred to as an “Activity” and collectively referred to as, the “Activities”).
- C. No Obligations: Nothing in this agreement shall be construed as obligating any Party to assist with, or complete, any specific Activity. However, if a Party undertakes any Activity, it will do so in compliance within the provisions of this Agreement. Any Party may, at any time, elect to withdraw its participation from any Activity, at its sole discretion, unless such withdrawal is prohibited by a contract other than this Agreement.
- D. General Management: The Parties agree to the following general management terms and conditions:
1. The Parties may share their personnel and equipment for the performance of any Activity.
  2. Each Party shall allow the other Parties to conduct Activities on land within BGI that the Party owns or has primary management responsibility for, provided all Parties acknowledge that any and all work shall: a) be performed in accordance with the guidance and approval provided by the Party that owns, or has primary management responsibility for, the property upon which the Activity will occur, and b) follow the management objectives and approach set forth in any management plan applicable to the property upon which the Activity is to occur that has been approved by the owner of the parcel.
  3. Volunteers recruited and working under this agreement must follow the volunteer guidelines of the land-owning agency. Volunteer activities should be coordinated with the respective volunteer point person for each agency.
  4. Each Party shall comply with all laws related to rare plant and animal species, and when applicable, use the appropriate avoidance and minimization measures set forth therein. Such laws may include, without limitation: Illinois Endangered Species Protection Act (520 ILCS 10/1, et seq.), Illinois Natural Areas Preservation Act (525 ILCS 30/1, et seq.), and Interagency Wetland Policy Act of 1989 (20 ILCS 830/1-1, et seq.)

- E. Record Keeping. Each Party shall record Activities performed on other Parties' lands within BGI and report on an annual basis, or on a mutually agreed upon time frame. Records and reports should include at a minimum: site name, location, work date, weather (temperature, precipitation, wind, cloud cover), work hours, general activity (e.g., woody invasive species control, herbaceous invasive species control, prescribed fire management, brush pile burning seed collecting/sowing), specific activity (e.g., cut/treat, foliar spray, mow), species, pesticide used (type, concentration, total volume of the mix used), and notes.
- F. Minimum Qualifications: When working on land owned or managed by one Party, other Parties shall comply with the minimum safety requirements established by the owning or managing Party, except that equivalent requirements may be recognized if agreed upon by both Parties. Each Party has, at its discretion, the authority to hold its employees, contractors, and volunteers to a higher standard. In the event that a Party changes its minimum safety requirements, it shall notify the other Parties in writing, which shall then comply with the changed requirements.
- G. Pesticide Use: Anyone applying general-use and restricted-use pesticide on partner land under this agreement must comply with Illinois Pesticide Act.
1. Employees and volunteers of each of the Parties must be certified by the Illinois Department of Agriculture (IDAG) as a licensed Applicator or Operator to apply pesticide on partner owned land provided the activities are coordinated through the land owner.
  2. Volunteers and some paid interns may apply non-restricted pesticides without a license provided each volunteer undertaking the application has completed pesticide training per IL Section 250.220 and is certified by the land-owning agency.
  3. All volunteers and employees of the Parties that are applying *aquatic* pesticides must be an IDAG-Certified Applicator, *Aquatic* category.
  4. Volunteers and employees of the Parties that are directly supervising or teaching other inexperienced volunteers must have a relevant IDAG pesticide applicator's certification, be authorized to do such training by the land holding agency and ensure proper safety procedures are taking place by anyone applying pesticides.
- H. Chainsaw Use: Minimum safety requirements currently in place for the use of chainsaws are as follows:
1. Any employee of the partners may use power equipment on partner land provided they abide by the partner's training and safety standards and the activity is coordinated by the land-owning partner.
  2. Any volunteer using power equipment on partner lands must follow the training, protocols and certifications established by the land holding agency. All management activities are coordinated by the landowning partner and follow the site management schedule.



I. Prescribed Fire Management: Minimum safety requirements currently in place for fire management activities are as follows:

1. *Definitions*. The following terms shall have the following definitions:
  - a. Assisting Party: A Party that is not leading the fire activities, and for which the Burn Boss or Incident Commander is not an employee or contractor.
  - b. Burn Boss: Person responsible for supervising a Prescribed Burn from ignition through mop-up.
  - c. Burn Crew: A group of workers performing a Prescribed Burn on land owned by LCFPD, MCCD or FPDCC, or for which LCFPD, MCCD or FPDCC is the Lead Party.
  - d. Chief-of-Party: Designated leader of Assisting Party for a particular fire activity.
  - e. Crew Boss: A member and supervisor of a Burn Crew, who reports to the Burn Boss.
  - f. Fire Activity: A Wildfire, Prescribed Burn, or other occurrence in which a fire is occurring on land owned or managed by a Party.
  - g. Wildfire: Uncontrolled, wild, or running fires occurring on forest, marsh, field, cutover, or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild, or running fires occurring on forest, marsh, field, cutover or other lands.
  - h. Incident Commander: This position is responsible for overall management of the incident and reports to the Agency Administrator for the agency having incident jurisdiction.
  - i. Lead Party: The Party that is leading the fire activities, and for which the Burn Boss or Incident Commander is an employee or contractor.
  - j. Prescribed Burn: The management tool of setting fire to a predetermined area for the purpose of managing or manipulating vegetation to achieve specific management objectives. Prescribed Burns are set, controlled and extinguished according to a Prescribed Burn Plan (as defined below).
  - k. Suppression: The action of Fire Activity of the Parties' personnel and/or volunteers, beginning with initial attack and continuing through control, holding, mop-up, and until the Fire Activity is out.
  - l. Brush pile burn: The management activity related to woody invasive species removal involving the piling and burning of the cut brush.
2. *Personnel & Equipment*. Upon request from another Party, a Party shall consider, in its sole discretion, taking into account factors such as workloads, priorities, and fire danger, whether, as an Assisting Party, to share personnel or equipment with respect to a Fire Activity. Personnel and equipment provided under this Section may be used for, but are not limited to, the following purposes:
  - a. Technical assistance including preparation or review of site or landscape-level fire management plans.

- b. Pre-burn preparations including vegetation and fuel load sampling, control line construction and maintenance, environmental monitoring, and fuels manipulation.
  - c. Burn implementation including project supervision, ignition, holding, fire behavior and weather monitoring, and mop-up.
  - d. Post-burn monitoring and evaluation.
  - e. Fire management training, annual refresher, and annual physical fitness testing.
  - f. Assistance with Fire Activity Suppression.
3. *Prescribed Burn Plans.* For every Prescribed Burn on land within BGI, a prescribed burn plan (“Burn Plan”) shall:
- a. If the Prescribed Burn will be on land owned or managed by a single Party, be written by the owner or manager of such land.
  - b. If the Prescribed Burn will be on land owned or managed by Multiple Parties, be written by the Lead Party.
  - c. Be provided by the Party preparing the Burn Plan to other Parties that own or manage land(s) that will be included in the Prescribed Burn, at least five (5) business days prior to the Prescribed Burn.
  - d. Be reviewed prior to implementation, and approved in writing by, the Parties that own or manage land(s) that will be included in the burn. Such Parties may include a Wildfire Response Plan (WRP; as defined below) in the Burn Plan.
  - e. Minimally include the following components:
    - 1) Signature page
    - 2) Sources of emergency assistance
    - 3) Description of the Prescribed Burn unit area, including vegetation type and fuel models by percent of unit, and a narrative description of unit
    - 4) Maps that clearly define the location of the burn unit area, including township, range, and section numbers and coordinates, and fire numbers where applicable
    - 5) A list of the primary resource objectives for the unit (e.g., “oak savanna restoration”), the intended objectives of the Prescribed Burn (e.g., “top-kill of woody invasive species”), and where appropriate, the acceptable range of results (e.g., “top-killing at least 40% of the prickly ash”)
    - 6) Fuel and weather prescriptions, including:
      - i. Acceptable flame-length for each relevant fuel model;
      - ii. A plan for how weather will be monitored prior to and during the Prescribed Burn; and
      - iii. A narrative description of the desired fire behavior, including prescription parameters, which are necessary to meet the objectives of the Prescribed Burn.

- 7) A description of smoke management issues which might arise during the Prescribed Burn and how those issues will be mitigated.
  - 8) As possible, a description of potential fire control points of concern, and how these will be mitigated (e.g., a short stretch of control line that has fine fuels beyond and is not accessible by vehicular Prescribed Burn equipment).
  - 9) Crew necessary for safely conducting the Prescribed Burn (number and roles)
  - 10) Equipment necessary for safely conducting the Prescribed Burn
  - 11) A description of day-of burn operations, including:
    - i. Required pre-burn notifications, including: neighbors as necessary, County Sheriff dispatch for the County in which the Prescribed Burn is taking place, and others as stated in the Burn Plan.
    - ii. Firebreak preparation;
    - iii. Ignition plan;
    - iv. Holding plan;
    - v. Communications plan; and
    - vi. Mop-up standards.
  - 12) Contingency plan (Wildfire Response Plan) which addresses the procedure that will be followed in the event of an escaped burn, predicted fire behavior for free-running fire both inside and outside the unit; location, type and likely response time of emergency resources; and secondary control lines
  - 13) Backup source of water
  - 14) Relevant documentation, such as confirmation of required planning, or exemptions and justifications for any Party guidelines
  - 15) Go/No Go Checklist
  - 16) Post-burn activities (e.g., required notifications, post-burn monitoring)
4. *Responsibilities of Lead Party on Prescribed Burns.* The Party owning the land on which the burn is taking place shall designate a Lead Party for each Prescribed Burn, unless that authority has been specifically delegated (e.g., to the Party managing the land). Responsibilities of the Lead Party include:
- a. Providing an employee, volunteer, or contractor to perform as the Prescribed Burn Boss and lead the Prescribed Burn. Any volunteers (being neither employees nor contractors of either Party) shall be deemed to be volunteers of the Lead Party and shall be approved by the Lead Party, regardless of who they are otherwise affiliated with..

- b. Consulting with local fire district offices for getting necessary permits, licenses, and authorizations (including but not limited to obtaining any necessary governmental burn permits, air quality permits, and other required authorizations) at its own expense, for obtaining access, and for serving as the principal point of contact with third parties. The Lead Party shall also be responsible for obtaining written permission to burn from third party landowners and waivers of liability from third-party landowners.

Ensuring that all burn crew members have the following minimum required Personal Protective Equipment (PPE) before allowing them to participate in a Prescribed Burn. Additional PPE (such as a fire shelter) may be required to meet agency policy, or to meet the minimum standard for the burn as established by the Lead Party:

- 1) Goggles, safety glasses, or other appropriate eye protection
- 2) Leather gloves
- 3) Nomex shirt and pants or coveralls
- 4) Safety helmet
- 5) Leather boots, Minimum 8” high with non-skid lug soles

- c. Ensuring that all burn crew members working on a Prescribed Burn satisfy the applicable Qualification Standards set forth in Section 7 below.
  - d. In the event that the Lead Party becomes aware that anyone has been injured in connection with the Prescribed Burn, and the injury requires medical attention, the Lead Party shall inform the Project Officer for each Assisting Party as soon as practicable.
  - e. In the event of a Wildfire on BGI, the Parties may support fire suppression agencies as requested based on skills and qualifications of available personnel. A representative from an affected Party may fill the role of resource advisor to provide guidance identified in a Wildfire Response Plan (WRP; see below) as requested by the suppression organization.
5. *Assisting Party.* The Assisting Party shall help provide personnel and/or equipment for a Prescribed Burn as provided in the Burn Plan, or in connection with Suppression activities.
6. *Incident Response.* In the event that, during a Prescribed Burn, fire escapes causing a Wildfire, the Burn Boss for the Lead Party shall declare the escape and address the incident with on-site resources or if needed, notify local suppression authorities. Participating Parties may support local fire suppression agencies as requested by such agencies based on the skills and qualifications of personnel. Land-owning Parties may develop Wildfire Response Plans (WRP) that considers ecologically sensitive areas that are important to biodiversity and provide guidance for Wildfire Suppression, and include any such WRP with the Burn Plan. A representative from an affected Party may fill the role of resource advisor to provide guidance identified in a WRP, as requested by the suppression organization. Responding suppression resources have the authority to determine how the fire will be suppressed.

7. *Qualification Standards.* Requirements currently in place for prescribed burning are as follows:

a. For Prescribed Burns on land owned by LCFPD, MCCD or FPDCC, or for which LCFPD, MCCD or FPDCC is the Lead Party, all crew members must satisfy the minimum training, and/or experience, requirements:

1) Burn Crew member:

i. S-130 Firefighter Training

ii. S-190 Introduction to Wildland Fire Behavior

iii. or, in lieu of *ii* above, have successfully completed the Midwest Ecological Prescription Burn Crew Member Training

2) Crew Boss:

i. All Burn Crew Member trainings above

ii. S-131 Advanced Firefighter Training

iii. or, in lieu of *ii* above, has shown proficiency as a Burn Crew member in 15 Prescribed Burns.

3) Burn Boss:

i. Be a Certified Prescribed Burn manager as licensed by the State of Illinois

ii. All training standards for Crew Boss above

iii. Shown proficiency as a Crew Boss in at least 35 Prescribed Burns

8. *Brush Pile Burning.* Burning of brush as part of any woody invasive species removal activities shall meet the training and safety standards for employees and contractors of the Lead Party and the notifications protocols of the land owner. All volunteers leading brush pile burning activities must follow the training and protocols established by the land holding agency.

J. Property Rights of Non-Parties. Nothing contained in this Agreement shall be construed as providing any permission or authorization to enter or take action on any land that is not owned by a Party signatory to this Agreement or for which a Party does not have primary management responsibility. Entrance to or action upon such lands requires prior, express, written permission from, or a separate agreement with, the owner or manager thereof.

K. No Waiver of Rights. Nothing contained in this Agreement shall be construed as waiving or limiting any powers of any Party, or waiving the responsibilities of the Parties to perform their work in accordance with applicable federal, state, or local law, ordinances and rules.

### III. LIAISONS/PROJECT OFFICERS

#### LCFPD

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#### FPDCC

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#### MCCD

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#### CFC

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#### FOTFP

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#### Bobolink

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#### Audubon Great Lakes

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Audubon Great Lakes  
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Changes in the liaison must be provided through written communication. It is anticipated that the liaisons will interact on a regular basis

### IV. LIABILITY/RESPONSIBILITY

No Party, nor its' officers, employees, contractors, or volunteers will be deemed an employee or agent of any other Party. To the extent required by law, each Party will be responsible for providing workers compensation coverage for its employees participating in any management activity under this Agreement.

Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, volunteers, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. Each Party shall defend and indemnify the other Parties against and from claims alleging to arise out of the acts, errors, or omissions of the Party and its employees, volunteers, boards, commissions, agencies, officers, and representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes or to waive any immunity or defense otherwise available.

## **V. PERIOD OF PERFORMANCE**

This Agreement shall be effective upon, and renewed by, execution by a minimum of two (2) Parties and shall then commit only those Parties which are signatories. This Agreement shall remain in effect as long as a minimum of two (2) Parties are participating.

Any Party shall have the right to withdraw from this Agreement by giving 30 (thirty) days written notice to the other Parties of its intent to terminate. Upon receipt of the termination notice, the Agreement shall remain in effect only with respect to those Parties that have not withdrawn. However, the withdrawing Party shall still be bound by Paragraphs XI and XII in connection with work done, actions taken, and information received while it was a Party to the Agreement.

This Agreement shall be reviewed by all Parties at least every five (5) years and revised if necessary.

## **VI. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

## **VII. WAIVER**

Failure or delay on the part of any Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

## **VIII. AMENDMENT & REVISION**

All Parties to this Agreement have the right to: 1) propose changes to the Agreement, and 2) be notified of, and have the opportunity to comment on, any proposed changes. This Agreement may be revised or amended as necessary by a minimum of two (2) Parties and as amended, shall then commit only those Parties which agree to be signatories to the amended Agreement.

## **IX. FINANCIAL OBLIGATIONS/ TRANSFER OF FUNDS**

This Agreement does not obligate any Party to provide financial support of any sort. Each Party will provide for salary or wage costs of its own employees, shall pay its own contractors, and shall cover the costs of operation and maintenance of its own equipment, and there shall be no exchange of funds for the obligations described herein.

Any transfer of funds between the Parties will be the subject of an independent contract, with the inclusion of clauses and other conditions in accordance with the internal procedures of each Party, and will be duly signed by the Parties involved in the transfer thereof.

## **X. TITLE AND USE OF INTELLECTUAL PROPERTY**

- A. **INTELLECTUAL PROPERTY.** Under the provisions of this Agreement, the Parties may produce documents, reports, studies, photographs, and maps, as well as product-specific documents (collectively “Works”). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work shall belong to the Party that produces the Works.

If a Work is jointly produced by the Parties, the copyright shall be owned jointly by the Parties.

- B. **DISTRIBUTION.** No Party may publish or otherwise distribute the Works of another Party without both the prior written consent of the other Party and crediting the other Party in such Works. This section does not prevent a Party from responding to a request for public records under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., a lawful subpoena, a lawful document request submitted in litigation, or other statutorily authorized request (collectively, a “Statutory Request”).
- C. **LOGOS.** A Party will not use the logo of another Party without the prior express written permission of the other Party.

## **XI. CONFIDENTIALITY**

During the course of the performance of this Agreement, the Parties may have access to materials, data, strategies, systems or other information relating to another Party and its programs. If the Party that originates the information desires that it be kept confidential and not disclosed to the public or other entities outside this Agreement, then that Party shall request in writing that the information be kept confidential, designating the specific information that it desires to keep confidential (“Confidential Information”). Confidential Information shall not be used, published, or divulged to any person or entity, in any manner or for whatever purpose, except (i) with the originating Party’s prior express written permission, which may be withheld by the respective Party at its sole discretion or (ii) if a Party receives a valid Statutory Request for Confidential Information, it may comply with applicable laws related to such Statutory Request after first notifying the Party that originated the Confidential Information within a time period that provides the originating Party a reasonable opportunity to object to or otherwise limit the Statutory Request. The Parties understand and acknowledge that this agreement is a “public record” as that term is defined in the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq.



## **XII. OTHER COOPERATORS**

This Agreement does not preclude the Parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with others in programs of mutual interest and to be able to, by means of a written document signed by all Parties, invite others to participate in the activities implemented under this Agreement.

## **XIII. NO JOINT VENTURE**

The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. No Party shall refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention.

## **XIV. ASSIGNMENT**

No Party may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other signatory Parties.

## **XV. COMPLIANCE WITH LAWS**

The Parties will observe all the applicable laws and regulations during the execution of the work implemented under the provisions of this Agreement.

## **XVI. GOVERNING LAW**

This Agreement will be governed by, enforced by, and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

## **XVII. VENUE AND CONSENT TO JURISDICTION**

If a lawsuit related to the performance or non-performance of this Agreement and a specific parcel of land owned by a Party, each Party hereto agrees to submit to the jurisdiction of the courts of the county in which such land is located.

## **XVIII. PERSONAL LIABILITY**

Personal Liability. No employee, officer, elected or appointed official or agent of a Party shall be individually or personally liable in connection with this Agreement.

## **XIX. ENTIRETY**

This Agreement, including any attachments and amendments, embodies the entire and complete agreement and understanding between the Parties and supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire agreement between the Parties relating to the work set out above.

**XX. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the Parties hereto have executed this agreement:

**LAKE COUNTY FOREST PRESERVE DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alex T. Kovach, Executive Director

**CITIZENS FOR CONSERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathleen Leitner, President

**FRIEND'S OF THE FOREST PRESERVES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Benjamin Cox, Executive Director

**BOBOLINK FOUNDATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Justin Pepper, Chief Conservation Officer

**AUDUBON GREAT LAKES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michelle Parker, Vice President/Executive Director

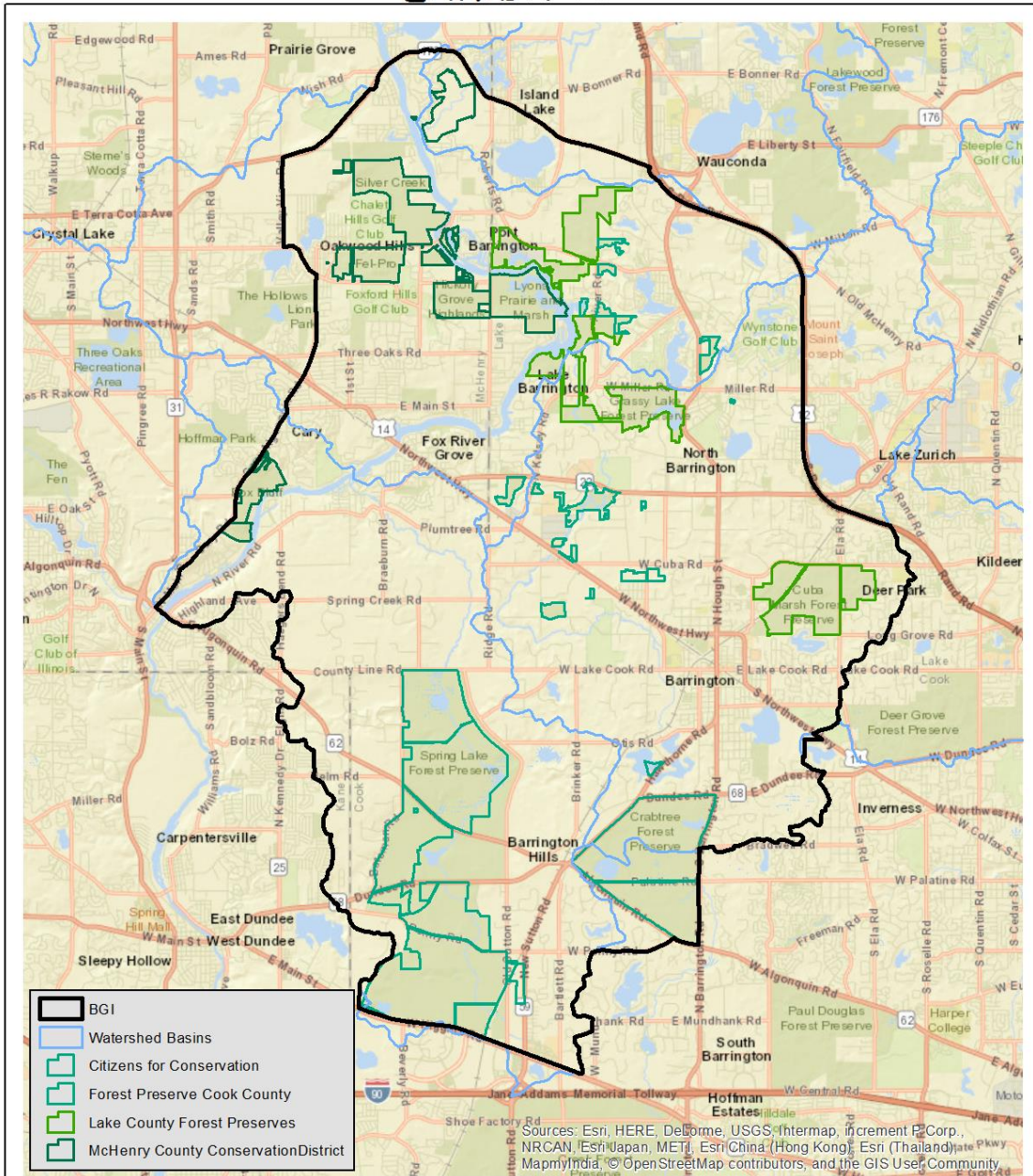
**MCHENRY COUNTY CONSERVATION DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elizabeth Kessler, Executive Director

**FOREST PRESERVE DISTRICT OF COOK COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Arnold Randall, General Superintendent

# Exhibit A



## Barrington Greenway Initiative

