



DATE: May 1, 2023

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

Gina Roberts, Chair
Finance Committee

FROM: Pati Vitt
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution approving an Agreement with Friends of the Illinois Nature Preserves to apply for grant funding from the Illinois Department of Natural Resources on behalf of the Lake County Forest Preserve District.

STRATEGIC DIRECTIONS SUPPORTED Leadership; Conservation; Organizational Sustainability

FINANCIAL DATA: This Agreement does not obligate the District to provide financial support at this time.

Any transfer of funds between the parties (such as a local share to be paid by the District) would be approved under a separate contract.

BACKGROUND: The Agreement that would be approved by the attached resolution is a cooperative agreement between the District and Friends of the Illinois Nature Preserves, a 501(c)(3), non-profit organization (the “Friends”). Under the Agreement, Friends would apply for Illinois Natural Areas Stewardship Grant Program (the “Program”) funds to support stewardship and management of dedicated Illinois Nature Preserves and Land and Water Reserves in Lake County that are owned and managed by the District. Management activities supported by funding provided by these grants will be undertaken on District land by contractors pursuant to a separate agreement(s) between the contractors, Friends, and the District. The work under those contracts would be paid for by Friends, using Program funds. Management activities may include fire management, invasive plant control, wildlife conservation and nuisance wildlife management activities. Through this Agreement, the Friends will apply for grant funds to be applied to habitat management across dedicated Nature Preserves and Land and Water Reserves owned and managed by the District. Only Conservation Land Trusts that have 501(c)(3) status are eligible to apply for Program funds, and the Friends desires to apply for these funds on behalf of the District. The District would accept and use these funds, on a case-by-case basis, to carry out management activities in the high-quality and diverse habitats that have been dedicated as Nature Preserves and Land and Water Reserves.

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 MAY MEETING
MAY 10, 2023**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** and **FINANCE COMMITTEE** present herewith “A Resolution Approving an Agreement with Friends of the Illinois Nature Preserves to apply for grant funding from the Illinois Department of Natural Resources” and request its approval.

OPERATIONS COMMITTEE:

Date: _____ Roll Call Vote: Ayes: ____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

FINANCE 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 WITH
FRIENDS OF THE ILLINOIS NATURE PRESERVES TO APPLY FOR
GRANT FUNDING FROM THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the mission of the Lake County Forest Preserve District (the “District”) includes preserving a dynamic and unique system of natural resources and developing innovative education, recreation and cultural opportunities of regional value, while exercising environmental and fiscal responsibility; and

WHEREAS, the District owns property that has been dedicated as Illinois Nature Preserves and Land and Water Reserves (the “State-Dedicated Lands”); and

WHEREAS, protecting, managing and stewarding the high-quality natural areas dedicated as State-Dedicated Lands, their habitats and the endangered and threatened species they contain, is a requirement of their dedication; and

WHEREAS, the District has issues of common interest with the Friends of the Illinois Nature Preserves (the “Friends”) in funding the management of State-Dedicated Lands; and

WHEREAS, the Friends and the District desire that the Friends apply for grants from the Illinois Department of Natural Resources “Illinois Natural Areas Stewardship Grant Program” (the “Program”) on behalf of the District to assist in the stewardship of the State-Dedicated Lands; and

WHEREAS, only Conservation Land Trusts, such as the Friends, are eligible to apply for Program funds; and

WHEREAS, under the “Lake County Forest Preserve District Fundraising Authorization Policy”, the (“Fundraising Authorization Policy”) certain District employees, officers, and entities are authorized to accept certain gifts, grant funds, and donations from sources such as individuals, foundations, corporations and governmental agencies; and

WHEREAS, under the District’s “Purchasing Policy” (the “Purchasing Policy”), certain District employees, officers, and entities are authorized to enter into contracts for work on District property; and

WHEREAS, if Program funds are available, or potentially available, for a management and stewardship project on a State-Dedicated Land (a “Stewardship Project”), then the appropriate District employees, officers, or entities, in accordance with the Fundraising Authorization Policy and the Purchasing Policy, shall determine whether to apply for and accept Program Funds for such Stewardship Project and, if so, whether to enter into a contract with Friends, a contractor, and/or others to complete the Stewardship Project; and

WHEREAS, it is in the best interests of the District and consistent with the District’s mission to enter into an agreement with the Friends in substantially the form attached hereto, to allow Friends to apply for Program Funds on behalf of the District (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 the Agreement. The Agreement is hereby approved in substantially the form attached hereto. The President, Executive Director and Secretary are authorized and directed to execute on behalf of the District the Agreement, in substantially the form attached hereto.

Section 3: 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 _____, 2023

AYES:

NAYS:

APPROVED this _____ day of _____, 2023

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

AGREEMENT

Between the

**LAKE COUNTY FOREST PRESERVE DISTRICT
and
FRIENDS OF ILLINOIS NATURE PRESERVES**

THIS AGREEMENT (“Agreement”) is entered into and effective as of _____, 2023, by and between the Lake County Forest Preserve District (“District”), and Friends of Illinois Nature Preserves (“Friends”) (the District and Friends are, together, the “Parties” and, individually, a “Party”).

WHEREAS, Friends is a Section 501(c)3 tax-exempt organization that supports biodiversity conservation in Nature Preserves state-wide and advocates for and locates increased support, resources, and funding to help restore and care for the Illinois biodiversity reserves; and

WHEREAS, the District is a special district and unit of local government, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 *et seq.*; and

WHEREAS, the District owns and manages 8,200 acres of land within 24 of its preserves that are, in whole or in part, dedicated Illinois State Nature Preserves or dedicated Illinois Land and Water Reserves, protected in the Illinois Nature Preserve Commission system (collectively, “State-Dedicated Lands”); and

WHEREAS, the State-Dedicated Lands (which are generally depicted on the map attached to this Agreement as the “Nature Preserves,” “Nature Preserve Buffer,” and “Land and Water Reserves”) represent some of the highest quality woodland, wetland, and prairies in the region and contain rare and unique native plant and animal life; and

WHEREAS, the District seeks funding from available sources to support its management and stewardship goals for its State-Dedicated Lands; and

WHEREAS, the District has adopted a Fundraising Authorization Policy authorizing certain District employees, officers, and entities to apply for and accept gifts, funds, donations, and grants from individuals, foundations, associations, corporations, and governmental agencies to support capital improvement programs, projects, initiatives, or activities of the District (the “Fundraising Policy”); and

WHEREAS, under the District’s “Purchasing Policy”, certain District employees, officers, and entities are authorized to enter into contracts for work on District property (the “Purchasing Policy”); and

WHEREAS, the goal of the Illinois Department of Natural Resources’ (“IDNR”) Natural Area Stewardship Grant Program (the “Program”) is to increase needed stewardship activities within natural areas (such as the State-Dedicated Lands) protected within the Illinois Nature Preserves Commission system; and

WHEREAS, the Parties wish to cooperate from time to time on applications for Natural Stewardship Grants that may be available through the Program (the “Grants”), upon the terms set forth in this Agreement; and

WHEREAS, Friends is a “Conservation Land Trust” under the Program, and only Conservation Land Trusts that have 501(c)(3) status are eligible to apply for Grants under the Program; and

WHEREAS, the District and Friends are authorized to execute and implement this Agreement;

NOW THEREFORE, the District and Friends, intending to cooperate in the management and protection of the State-Dedicated Lands, agree as follows:

I. LIAISONS/PROJECT OFFICERS

LCFPD

Dr. Pati Vitt
Director of Natural Resources
Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
pvitt@LCFPD.org

Friends

Amy Doll
Director
Friends of Illinois Nature Preserves
224 Concord Drive
DeKalb, Illinois 60115

II. SCOPE

The Parties agree to cooperate and work together from time to time on projects or efforts related to preservation of the State-Dedicated Lands, as set forth in this Agreement. Specifically:

- (i) The District and Friends shall work cooperative to identify potential Grants for management and stewardship projects on State-Dedicated Lands, including, without limitation, projects for fire management, invasive plant control, wildlife conservation and nuisance wildlife management (each, a “Project”).
- (ii) After identifying a Grant, the District and Friends shall work cooperatively to prepare an application for the Grant.
- (iii) Friends shall finalize and submit such applications to the Program, but only after the application has been approved by the District employee, officer, or entity that is authorized (under the Fundraising Policy) to approve the application and accept the Grant.
- (iv) If a Grant is awarded for a Project, Friends and the District (through the District employee, officer, or entity that is authorized to do so under the District’s’ Purchasing Policy) shall enter into a contract with one or more contractors or vendors (each, a “Contractor”) that will complete the Project (a “Work Contract”). Each Work Contract shall (a) provide that Friends shall pay the Contactor for the Work using Grant funds (subject to any local share contribution required of the District), (b) include the specifications for the Project, (c) be enforceable by Friends and the District, (d) include indemnification and insurance provisions acceptable to the District, (e) comply with

Program requirements, (f) include any and all provision required by applicable law, including laws (if applicable) requiring the posting of payment and performance security for public works projects or requiring the payment of prevailing wages on public works projects, (g) include such other provisions as are acceptable to the Parties, and (h) control over any conflicting provision of this Agreement.

III. LIABILITY/RESPONSIBILITY

The District and Friends each 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 organization 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 Party against and from claims alleging to arise out of the acts, errors, or omissions of the Party or 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.

IV. PERIOD OF PERFORMANCE

Each Party shall have the right to terminate this Agreement at any time by giving the other Party 30 (thirty) days prior written notice of its intent to terminate; provided that, in the event the Agreement is terminated and there is a Work Contract in effect for a Project has not yet been completed, the term of this Agreement shall continue until each such Project is completed and the Work Contract for that Project has expired or been fully performed. After termination, the Parties shall still be bound by Paragraphs X and XII in connection with work done, actions taken, and information received while this Agreement was in effect.

V. 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.

VI. 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.

VII. AMENDMENT & REVISION

This Agreement may be amended only by a written agreement executed by both Parties. No change or modification to this Agreement shall be valid unless in writing and signed by both Parties.

VIII. FINANCIAL OBLIGATIONS/ TRANSFER OF FUNDS

Any transfer of funds between Friends and the District will be the subject of an independent contract, such as a Work Contract, that is mutually acceptable to both Parties.

IX. 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 in writing, the copyright and other intellectual property rights in any such Work shall belong to the Party that produces the Work.

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

- B. **DISTRIBUTION.** No Party may publish or otherwise distribute the Work of another organization without both the prior written consent of the other Party and crediting the other Party for such Work. 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.** Neither Party will use the logo of the other Party without the prior express written permission of the other Party.

X. 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 the other Party or its programs. If the Party that originates the information desires that it be kept confidential and not disclosed to the public or other entities not a Party to 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 originating 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, but shall notify the Party that originated the Confidential Information within a time period that provides the originating Party an 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.

XI. 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.

XII. 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.

XIII. ASSIGNMENT

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

XIV. COMPLIANCE WITH LAWS

The Parties will observe all the applicable laws and regulations during the execution of the Projects under the provisions of the Work Contracts.

XV. GOVERNING LAW

The rights and duties of the Parties will be governed by the local law of the State of Illinois, excluding any choice-of-law rules that would require the application of the laws of any other jurisdiction. Any dispute arising under or in connection with this Agreement will be brought solely in the Circuit Court of Lake County, Illinois, and the Parties hereby irrevocably consent to the exclusive jurisdiction thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

XVI. 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.

XVII. ENTIRETY

This Agreement, including any attachments and amendments, and any future Work Contracts, embody the entire and complete agreement and understanding between the Parties and supersede all prior or contemporaneous communications and negotiations, both oral and written, and constitute the entire agreement between the Parties relating to the issues set forth in this Agreement.

XVIII. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

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

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____ Date: _____
Alex T. Kovach
Executive Director
Lake County Forest Preserve District

FRIENDS OF ILLINOIS NATURE PRESERVES

By: _____ Date: _____
Amy Doll
Director
Friends of Illinois Nature Preserves

Dedicated Illinois Nature Preserves

Lake County Forest Preserve District
 1899 W Winchester Rd
 Libertyville, IL 60048
 847-968-3351
 www.lcfd.org

Legend

- Forest Preserve Property
- Forest Preserve Easements
- Nature Preserve
- Nature Preserve Buffer
- Land and Water Reserve



Courtesy Copy Only.

Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Prepared using information from Nearmap & Lake County Department of Information and Technology: GIS/Mapping Division
 18 North County Street
 Waukegan, Illinois 60085-4357
 847-377-2373

Map Prepared 26 April 2023

