



**DATE:** May 1, 2023

**MEMO TO:** Jessica Vealitzek, Chair  
Operations Committee

Gina Roberts, Chair  
Finance Committee

**FROM:** Pati Vitt  
Director of Natural Resources

**Agenda Item #** 9.5

**RECOMMENDATION:** Recommend approval of a Resolution approving a Memorandum of Understanding 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 Memorandum of Understanding (MOU) 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 MOU that would be approved by the attached resolution reflects a cooperative agreement between the District and Friends of the Illinois Nature Preserves, a 501(c)(3), non-profit organization (the "Friends"). Under the MOU, 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 one or more separate contract(s). 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 MOU, 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 desire 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 a Memorandum of Understanding 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: 5/1/2023                    Roll Call Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
    Voice Vote Majority Ayes; Nays: 0

**FINANCE COMMITTEE:**

Date: 5-4-2023                    Roll Call Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
    Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING 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 a Memorandum of Understanding with the Friends in substantially the form attached hereto, to allow Friends to apply for Program Funds on behalf of the District (the “MOU”);

**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 Memorandum.** The MOU 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. \_\_\_\_\_

**Memorandum of Understanding  
Between  
Lake County Forest Preserve District  
And  
Friends of Illinois Nature Preserves**

1. Preamble:

This Memorandum of Understanding ("MOU") delineates certain commitments between the Friends of Illinois Nature Preserves ("Friends") and the Lake County Forest Preserve District (the "District") collectively referred to herein as the "Parties," regarding cooperation and coordination of activities and responsibilities pertaining to natural areas management on Nature Preserves and Land and Water Reserves owned by the Lake County Forest Preserve District.

2. Findings and Authority

The Parties wish to enter into this MOU to provide for the successful completion of natural areas management activities as set forth in management schedules approved by the Illinois Nature Preserve Commission (the "INPC") and the District ("Management Schedules"). It is in the best interest of the citizens of Lake County for the purposes of the MOU to be implemented.

3. Purpose

This MOU is entered into by and between the Parties for purposes providing support, care, and resources for District-owned Nature Preserves and Land and Water Reserves.

4. Responsibilities and Understanding

Friends agree to facilitate natural areas management activities and stewardship on District-owned Nature Preserves and Land and Water Reserves. When third-party contractors ("Contractors") perform management activities, the Contractors shall perform such management activities and stewardship under one or more contracts with, and in forms approved by, the Friends and the District ("Work Contracts"). Each Work Contract shall provide, among other matters, that the Contractor has insurance and indemnification obligations that protect the District and are at least as protective of the District as the insurance and indemnification obligations set forth in Sections 6 and 7 of this MOU.

The District agrees to provide Friends with information about management plans required to conduct management and stewardship activities.

Nothing in this MOU should be construed to convey any additional rights, responsibilities, or authority to the Friends to perform any tasks not delineated in the Management Schedules.

5. Compliance with Laws and Regulations

The Parties shall comply with all applicable federal, state, or local laws and regulations.

6. Indemnification

Friends agrees to indemnify, release, defend and hold harmless the District, its officers, employees and agents (appointed and elected) from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the District arising from any breach of this MOU; any negligent, intentional or wrongful act or omission of the Friends or any agent, Contractor or subcontractor utilized or employed by the Friends; or the Friends' performance or attempted performance of any right, duty or obligation under this MOU. The foregoing indemnification obligation shall survive the termination or expiration of this MOU.

The District agrees to indemnify, release, defend and hold harmless the Friends, its officers, employees and agents (appointed and elected) from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the Friends arising from any breach of this MOU; any negligent, intentional or wrongful act or omission of the Friends or any agent, contractor or subcontractor utilized or employed by the District; or the District's performance or attempted performance of any right, duty or obligation under this MOU. The foregoing indemnification obligation shall survive the termination or expiration of this MOU.

7. Insurance

During the term of this MOU and any extensions thereof, Friends shall procure and maintain at its own cost policies of commercial general public liability insurance with contractual liability coverage for the agreements of indemnity provided for under this MOU and a broad form general liability endorsement protection of not less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate, insuring the District and Friends from all claims, demands or actions for injury to or death of any person or persons and for damage to property made by, or on behalf of, any person or persons, firm or corporation, arising from, related to or connected with the activities authorized under this MOU.

8. Independent Contractor

Friends and the Contractors shall be acting as independent contractors and not as agents or employees of the District. Neither Friends nor any employee or agent of Friends acquires any employment rights with the District by virtue of this MOU. Friends will provide the agreed services and achieve the specified result free from the direction or control of the District as to the means and methods of performance. Friends will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, the District makes any such equipment or supplies available to Friends, Friends' use of such equipment or supplies provided by the District pursuant to this MOU shall be strictly limited to official District business and not for any other purpose, including any personal benefit or gain. Any permits and/or licenses necessary to perform the work will be secured and paid for by the Friends.

**9. Modification to Agreement**

The terms of this MOU may be modified by mutual agreement between the Parties in writing and signed by representatives of both Parties.

**10. Duration of Agreement**

This MOU shall remain effective for 10 years after the last date on which this MOU is executed by a Party as shown in Section 13, unless it is terminated in the manner specified by Section 11 herein.

**11. Termination of Agreement**

This MOU may be terminated by either Party by written notice to the other Party given in writing no less than 30 days before the date of termination.

**12. Entirety of Agreement**

This MOU (and any subsequent Work Contracts) contain the entire agreement between the Parties with respect to the transactions contemplated herein.

**13. Signatures**

The undersigned individually represent and warrant that they have full power and lawful authority to execute this MOU and perform the duties and other responsibilities of this MOU, on behalf of and in the name of the Party on whose behalf they execute this MOU.

IN WITNESS WHEREOF the undersigned have executed this MOU as of the date last written below:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director, Lake County Forest Preserve District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director, Friends of Illinois Nature Preserves