



Lake County Forest Preserves

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DATE: November 3, 2025

MEMO TO: Paul Frank, Chair
Planning Committee

FROM: Pati Vitt
Director of Natural Resources

Agenda Item # 11.7

RECOMMENDATION: Recommend approval of a Resolution approving a Memorandum of Understanding between Lake Bluff Open Lands Association, Lake Forest Open Lands Association, the Village of Lake Bluff, and the Lake County Forest Preserve District.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: There is no financial impact.

BACKGROUND: Oriole Grove is an 85.61-acre preserve, located within the Village of Lake Bluff, which is owned and managed by the Lake County Forest Preserve District. Oriole Grove is bordered: (i) to the north by parcels owned by the Village of Lake Bluff and managed by Lake Bluff Open Lands Association (“LBOLA”) totaling approximately 24.81 acres, and (ii) to the south by parcels owned and managed by Lake Forest Open Lands Association (“LFOLA”) totaling approximately 151.99 acres. Together, these 262.41 acres comprise the Skokie River Complex.

For decades, staff and volunteers from the District, LFOLA, and LBOLA have collaborated in planning, restoration, and management across the shared boundaries of the Skokie River Complex.

Reflecting this history of partnership, the proposed memorandum of understanding is intended to formalize mutual collaboration and coordination between the District, LBOLA, LFOLA, and the Village of Lake Bluff. In addition to reaffirming each agency’s commitment to working across boundaries for the protection and management of the public and private protected lands within the Skokie River Complex, a signed agreement is an asset when submitting joint applications for state and federal grants and when communicating with prospective donors.

REVIEW BY OTHERS: Director of Community Engagement & Partnerships, Manager of Board Operations and Corporate Counsel.

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

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN LAKE BLUFF OPEN LANDS ASSOCIATION,
LAKE FOREST OPEN LANDS ASSOCIATION, THE VILLAGE OF LAKE BLUFF,
AND THE LAKE COUNTY FOREST PRESERVE DISTRICT**

WHEREAS, Lake Bluff Open Lands Association (“LBOLA”) is an independently funded non-profit conservation land trust whose mission is the protection, preservation, restoration and management of open spaces and natural areas, including wetlands, forests, ravines, beaches, bluffs, prairies, rivers and savannas in and around the Village of Lake Bluff, Illinois for the benefit of local residents and visitors; and

WHEREAS, Lake Forest Open Lands Association (“LFOLA”) is an independently funded and nationally accredited non-profit conservation land trust and educational organization with the mission to preserve and steward our natural landscapes and to ensure that all people have a meaningful, lasting connection to nature and the land; and

WHEREAS, the Village of Lake Bluff (the “Village”) is a home rule municipality that owns property that is currently protected as open space and restored and managed under an agreement with LBOLA; and

WHEREAS, the District, LFOLA, and the Village each own certain contiguous parcels of land that, together, are commonly referred to as the Skokie River Complex; and

WHEREAS, the District-owned property within the Skokie River Complex is the Oriole Grove forest preserve, comprised of approximately 85.61 acres; and

WHEREAS, it is in the District’s best interest to enter into a Memorandum of Understanding with LBOLA, LFOLA, and the Village in substantially the form attached hereto to address mutual collaboration and coordination for the protection and management of the public and private protected lands within the Skokie River Complex (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 MOU. The MOU, in substantially the form attached hereto as Attachment A and in a final form approved by the Executive Director, is hereby approved. The President of the District is hereby authorized and directed to execute the final form of the MOU.

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 _____, 2025

AYES:

NAYS:

APPROVED this ____ day of _____, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

MEMORANDUM OF UNDERSTANDING

between the

**LAKE COUNTY FOREST PRESERVE DISTRICT,
LAKE FOREST OPEN LANDS ASSOCIATION,
LAKE BLUFF OPEN LANDS ASSOCIATION,
and
VILLAGE OF LAKE BLUFF**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the Lake County Forest Preserve District (“District”), Lake Forest Open Lands Association (“LFOLA”), Lake Bluff Open Lands Association (“LBOLA”), and the Village of Lake Bluff (“Village”), hereinafter referred to collectively as the “Parties” and individually as “Party”.

RECITALS

WHEREAS, the District, LFOLA, LBOLA and the Village each own or manage property along the Skokie River Corridor south of Illinois Route 176 and north of Deerpath Road (hereinafter referred to as the “Skokie River Ecological Complex” or “SR Complex”); and

WHEREAS, it is the mission of the Parties to preserve, protect, and maintain the natural features and ecological values of the SR Complex 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 and the natural areas that they own and manage within the SR Complex are faced with a common set of conservation threats including, but not limited to: alteration of pre-settlement hydrologic regimes and surface flow paths, increased inputs of stormwater (surface water) flows carrying sediment and pollutants, decreased groundwater inputs, establishment and spread of invasive species, altered fire regimes, loss of native plant diversity/abundance, physical barriers to migration and movement of fish and wildlife, establishment and spread of pests and diseases, canopy closure and loss of oak dominance in wooded habitats, and increases in abundance of meso-predators, and

WHEREAS, the Parties to this Agreement are authorized to execute and implement **MEMORANDA of UNDERSTANDING**,

Now, Therefore, the Parties, intending to cooperate in the management and protection of the SR Complex state their mutual understanding as follows:

I. OBJECTIVES

This MOU is intended to describe a mutual collaboration between the Parties for the protections and management of the SR Complex, for the mutual benefit of the Parties. Through this MOU, the Parties will focus on ameliorating common threats, and working together will have a greater overall positive ecological impact to the SR Complex ecosystem. The Parties will recognize benefits of their own actions at a site scale, but also reap the benefits of common actions implemented by the Parties across the SR Complex.

Ecological management of the SR Complex is 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. COOPERATIVE ACTIVITIES

The Parties intend to work cooperatively to achieve the objectives outlined above. Cooperative activities may include, but are not limited to, the following:

1. Jointly applying 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. Sharing information on land management techniques and effectiveness relevant to conservation threats and long-term conservation and land management goals.
3. Sharing research and monitoring data and findings relevant to conservation threats and long-term conservation and land management goals.
4. Establishing management agreements, intergovernmental agreements, and 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. Establishing management agreements, intergovernmental agreements, and contracts to allow the Parties to access and implement management to SR Complex properties other than their own when there is mutual agreement and need for such coordinated management efforts.
6. Developing, documenting, and implementing a long-term conservation plan for the SR Complex.
7. Establishing an endowment, to be created and directed by a separate agreement, held by the Preservation Foundation of the Lake County Forest Preserves, to support work relevant to conservation threats and long-term conservation and land management goals throughout the SR Complex (across all Parties).

II. TERM

This MOU is intended to be effective upon execution by a minimum of two (2) Parties. This MOU is expected to remain in effect as long as a minimum of two (2) Parties are participating.

III. AMENDMENT AND REVISION

This MOU may be revised as necessary by mutual consent of the Parties by execution of a written amendment signed and dated by all Parties. This MOU will be reviewed every five (5) years and revised if necessary.

IV. TERMINATION

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

V. NON-BINDING PROVISIONS; NO LEGAL RELATIONSHIP.

The Parties acknowledge this MOU is not legally binding and does not include any contractual obligations, except with respect to the binding provisions set forth in Paragraph VII. Further, the Parties acknowledge 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 will refer to or treat the arrangements under this MOU as a legal partnership or take any action inconsistent with such intention.

VI. TRANSFER OF FUNDS

This MOU does not obligate any Party to provide financial support of any sort. Any transfer of funds between the Parties will be the object of a separate 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.

VII. BINDING PROVISIONS

A. TITLE AND USE OF INTELLECTUAL PROPERTY

1. **Intellectual Property.** Under the provisions of this MOU, the Parties may produce documents, reports, studies, photographs, and maps, as well as documents 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 will belong to the Party that produces the Work. If a Work is jointly produced by the Parties, the copyright will be owned jointly by the Parties
2. **Distribution.** No Party will publish or otherwise distribute the Work of another Party without both the previous written consent of the other Party and crediting the other Party in such Work.
3. **Names and Logos.** The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.

B. CONFIDENTIALITY

During the course of the performance of this MOU, 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 this information desires that it be kept confidential and not disclosed to the public or other entities outside this MOU, then it will request in writing that the information be kept confidential. The Parties will then work cooperatively,

in compliance with the Illinois Freedom of Information Act (“FOIA”) and any other applicable laws, to withhold such confidential information, including from any person submitting a request for such information under FOIA, but only if such confidential information is exempt under FOIA. Unless required by law (including FOIA), information classified by the originator as confidential shall not be used, published, or divulged to any individual or corporation, in any manner or for whatever purpose, except through the originating party’s express written permission, which may be withheld by the respective party at its sole discretion.

C. ASSIGNMENT

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

D. COMPLIANCE WITH LAWS.

Parties will observe all the applicable laws and regulations while performing under this MOU.

E. SEVERABILITY.

If any provision of this MOU is held invalid, the other provisions of this MOU shall not be affected.

F. RESPONSIBILITY.

Each Party shall be solely responsible for the actions and/or omissions of its employees, agents and volunteers, in connection with the implementation of this MOU.

VIII. OTHER COOPERATORS

This MOU 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 MOU.

IX. ENTIRETY

This MOU, including any attachments, embodies the entire and complete understanding between the Parties, and any amendment to this MOU will only be valid if in writing and signed by both Parties.

X. COUNTERPARTS

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

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

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Alex Ty Kovach
Executive Director

Date

LAKE FOREST OPEN LANDS ASSOCIATION

By: _____
Ryan London
President and CEO

Date

LAKE BLUFF OPEN LANDS ASSOCIATION

By: _____
NAME
TITLE

Date

VILLAGE OF LAKE BLUFF

By: _____
NAME
TITLE

Date

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

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Alex Ty Kovach
Executive Director

Date

LAKE FOREST OPEN LANDS ASSOCIATION

By: Ryan London
Ryan London
President and CEO

7-19-2025
Date

LAKE BLUFF OPEN LANDS ASSOCIATION

By: Suz Raymoure
NAME: Suz Raymoure
TITLE: President, Lake Bluff Open Lands Assoc.

9-19-2025
Date

VILLAGE OF LAKE BLUFF

By: R. Drew Farin
NAME: R. Drew Farin
TITLE: Village Administrator

07-22-2025
Date