



Lake County Forest Preserves

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DATE: August 31, 2026

MEMO TO: Sara Knizhnik, Chair
Operations Committee

FROM: Pati Vitt
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution approving a Memorandum of Understanding with the Northern Illinois Native Seed Exchange (NINSE).

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Leadership; Organizational Sustainability

FINANCIAL DATA: There are no financial impacts to the District

BACKGROUND: The Northern Illinois Native Seed Exchange (NINSE) is an informal regional collaborative network of governmental and non-profit organizations dedicated to increasing the availability of native plant material for use in managed natural areas throughout northern Illinois. Formal participation in the NINSE is proposed through execution of a Memorandum of Understanding, which establishes shared expectations and operating principles among member organizations. The MOU formalizes a cooperative working relationship among participating governmental agencies and non-profit organizations for the purpose of exchanging native plant material, sharing ecological data, and coordinating restoration and recovery initiatives across the northern Illinois region. The agreement does not create a legal partnership; each party remains solely responsible for its own obligations, duties, and liabilities, and any party may withdraw at any time. Critically, the MOU carries no financial obligation. It explicitly states that no party is held or obligated to supply or transfer funds to maintain the NINSE, and no monetary value may be assigned to plant material during any exchange. All trades are strictly non-commercial in nature.

Participating organizations are expected to make a good faith effort to share information about plant species occurrence and distribution on properties they manage, contribute plant material to network initiatives such as seed exchange events and species reintroductions, and support coordination needs including data collation, mapping, and management plan development. The degree of contribution in each area is left to the discretion of the individual party and landowner.

All activities must meet established ecological and legal standards. Plant material must be harvested responsibly and consistent with applicable written recovery plans, and all parties are required to comply with the Federal Endangered Species Act, the Illinois Endangered Species Act, and applicable Illinois Nature Preserves Commission regulations. Sensitive and confidential species occurrence and distribution data shared among parties is to be held in strict confidence, and each party holds all others harmless from liability arising from their own actions in connection with NINSE functions. The MOU is effective for five (5) calendar years from the date of execution and will automatically renew for the parties that have not withdrawn.

Staff recommends that the District approve the MOU, which will formalize its participation in a network that aligns with the District's ongoing commitments to ecological restoration, natural area management, and regional conservation goals.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Manager of Board Operations and Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR SEPTEMBER MEETING
SEPTEMBER 9, 2026**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** presents herewith "a Resolution Approving a Memorandum of Understanding with the Northern Illinois Native Seed Exchange" and requests its approval.

OPERATIONS COMMITTEE:

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

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

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
WITH THE NORTHERN ILLINOIS NATIVE SEED EXCHANGE**

WHEREAS, the Lake County Forest Preserve District's ("District") mission includes: "*To preserve a dynamic and unique system of natural and cultural resources...*"; and

WHEREAS, the District produces and collects native seed for use in its restoration efforts to accomplish its mission; and

WHEREAS, the Northern Illinois Native Seed Exchange ("NINSE") is an informal regional collaborative network of governmental and non-profit organizations dedicated to increasing the availability of native plant material for use in managed natural areas throughout northern Illinois; and

WHEREAS, the District desires to formal participation in NINSE through the creation and execution of a Memorandum of Understanding ("MOU"), which will establish shared expectations and operating principles among member organizations; and

WHEREAS, the MOU will formalize a cooperative working relationship among participating governmental agencies and non-profit organizations for the purpose of exchanging native plant material, sharing ecological data, and coordinating restoration and recovery initiatives across the northern Illinois region; and

WHEREAS, it is in the District's best interest to enter into the MOU with other members of NINSE in substantially the form attached hereto to address mutual collaboration and coordination for purpose of exchanging native plant material, sharing ecological data, and coordinating restoration and recovery initiatives across the Northern Illinois region; and

WHEREAS, the parties to the MOU may withdraw from the MOU upon thirty (30) days' notice to the other parties;

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 Executive Director of the District or their designee is hereby authorized and directed to execute the final form of the MOU.

Section 3: Future Amendments to or Withdrawal from MOU. The Executive Director is authorized to approve any future amendments to the MOU that do not create any new obligation or liability on behalf of the District. The Executive Director is authorized to withdraw the District from the MOU in the event they determine that it is in the District's best interests to do so.

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 _____, 2026.

AYES:

NAYS:

APPROVED this _____ day of _____, 2026.

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

**MEMORANDUM OF UNDERSTANDING
REGARDING
NORTHERN ILLINOIS NATIVE SEED EXCHANGE (NINSE)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the parties who have executed this MOU, hereinafter referred to collectively as the “Parties” and individually as “Party”. This MOU is effective as of _____, 2026 (the “Effective Date”), which is the first date upon which it has been signed by more than one Party.

RECITALS

WHEREAS, the Parties are a part of a regional collaborative network of governmental and non-profit organizations dedicated to increasing the availability of native plant material for use in managed natural areas throughout northern Illinois, and desire to designate their collaborative network as the Northern Illinois Native Seed Exchange (“NINSE”); and

WHEREAS, it is the mission of the Parties to collaborate for the purpose of exchanging native plant material, sharing ecological data, and coordinating restoration and recovery initiatives across the northern Illinois region; and

WHEREAS, the Parties desire to formalize their relationship as the NINSE, and establish shared expectations and operating principles among member organizations; and

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

Now, Therefore, the Parties, intending to cooperate as the NINSE, state their mutual understanding as follows:

I. OBJECTIVES

The purpose of this MOU is to formalize the working relationship among the Parties to fulfill the goal of making native plant material more widely available across the region for integration into managed natural areas. This MOU states the Parties’ intent regarding their ongoing working relationship with respect to the NINSE, but is non-binding, except that the Parties agree that the rights and obligations set forth in Paragraph VII shall be binding. This MOU shall not create a legal partnership, corporation, or other formal organization between or including the Parties as defined by Illinois and/or federal law and each Party is solely responsible for its respective obligations, duties, and liabilities.

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. All parties shall conduct themselves in a manner which promotes the welfare of natural areas at a regional level.
2. All Parties shall agree to an equitable method of dispute resolution.
3. The MOU shall in no way hold or obligate any Party to supply or transfer funds to maintain or sustain the NINSE.

4. Governmental and non-profit organizations may join the NINSE by signing this MOU and sending a copy of their signature page to all other Parties (which signature page shall include the name and contact information for the Party's representative that will receive notice under this MOU). Should the terms of the MOU become unacceptable to any Party, it may withdraw from the NINSE as set forth in Section IV.
5. To facilitate the sharing of resources, both material and intellectual, all Parties to the MOU shall participate to the fullest extent they deem practical or desirable. If a Party is unable to contribute to one facet of the NINSE's operation, it shall make a good faith effort to contribute to others.
6. All Parties shall make a good faith effort, at the discretion of the landowner, to share information regarding the plant resources available on properties they manage in the region. This may include, but is not limited to:
 - a. The occurrence and distribution of plant species within their properties
 - b. Records of management practices which may influence these populations
 - c. Records of seed collection activity
 - d. Records of nursery production
 - e. Records of seed processing and storage protocols
 - f. Records of how traded plant material was used
7. All Parties shall make a good faith effort to contribute plant material to any initiative undertaken by the NINSE. This may include, but is not limited to:
 - a. Seed exchange events
 - b. Concerted efforts to propagate focal species
 - c. Reintroduction efforts
8. All Parties shall make a good faith effort to contribute to the NINSE's clerical needs. This may include, but is not limited to:
 - a. Collation of data
 - b. Writing management and recovery plans
 - c. Mapping
 - d. Stewarding web resources
9. All plant material traded within the NINSE shall be harvested in an ethical and ecologically responsible manner, and whenever applicable in accordance with written recovery plans.
10. All plant material traded within the NINSE shall be stored in a manner which preserves its viability.
11. All Parties shall be forthcoming with the provenance of plant material if it originated from outside the region.
12. No Party will sell plant material to any other Party. However, plant material may be traded between Parties, but no monetary value shall be assigned to these materials during the transaction.

13. All plant material received in trade shall be used for non-commercial purposes only. Derivatives of traded material (such as seed produced following its incorporation into a restoration) may be used at the discretion of the Party that received the traded material.
14. Any recovery or reintroduction initiatives undertaken by the NINSE shall be conducted in accordance with a written recovery plan based upon sound science.

II. TERM

The term of the MOU shall commence on the Effective Date, conclude on the fifth (5th) anniversary of the Effective Date, and automatically renew with respect to those Parties that have not withdrawn.

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. WITHDRAWAL

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 withdraw. Upon receipt of the withdrawal 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 AND REAL PROPERTY

1. **Intellectual Property.** Under the provisions of this MOU, the Parties may produce documents, reports, studies, photographs, maps, and 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. **Confidentiality.** Each Party shall hold the others' intellectual property confidential, particularly as it pertains to the occurrence and distribution of plant species.
4. **Names and Logos.** The logos of the Parties may be trademarks; as such, no Party shall use the logo of another Party for any purpose without the prior express written permission of the latter Party. Further, no Party shall use the name of another Party for advertising or other promotional purposes, with the consent of the other Party.
5. **Real Property.** All parties agree to abide by the rights, regulations, and wishes of landowners while performing functions for the NINSE on land they do not own.

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, except without the prior written consent of the other Parties.

D. COMPLIANCE WITH LAWS

Parties will observe all applicable laws and regulations while performing under this MOU, including the Federal Endangered Species Act and the Illinois Endangered Species Act and their applicable regulations and the regulations and requirements of the Illinois Nature Preserves Commission.

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, and each of the Parties shall hold harmless the other Parties from liability for such Party's actions or failures to act, as it pertains to NINSE functions.

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: _____
Lake County Forest Preserve District
Alex Ty Kovach
Executive Director
akovach@lcfpd.org
Date _____

[ENTITY]

By: _____
[Party Name]
[Party Representative's Name]
[Party Representative's Title]
[Party Representative's E-Mail Address]
Date _____