



DATE: November 2, 2020

TO: Jessica Vealitzek, Chair
Operations Committee

Terry Wilke, Chair
Finance Committee

FROM: Nan Buckardt
Director of Education

RECOMMENDATION: Recommend Approval of an Ordinance approving a License Agreement with the Chicago Horticultural Society for the Green Youth Farm at Greenbelt Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Organizational Sustainability; Public Access and Connections

FINANCIAL DATA: If the agreement is approved, the District would continue to receive no license fee and the Chicago Horticultural Society would continue to be responsible for payment of all utilities. A small amount of District staff time is needed to assist the Chicago Horticultural Society in running the garden. Preservation Foundation and Development Department staff time is needed to raise charitable support for the program.

BACKGROUND: The Lake County Forest Preserve District initially entered into a license agreement in 2003 with the Chicago Horticultural Society allowing the Society to use approximately one acre of land for the “Green Youth Farm in Lake County” at the Greenbelt Forest Preserve. The current license expires November 30, 2020. The Chicago Horticultural Society operates the (and is also known as) Chicago Botanic Garden.

Since its inception, the Green Youth Farm has become an integral part of the North Chicago and Waukegan communities. Each summer, high school youth from those communities are hired to work at the farm. Chicago Horticultural Society staff works closely with the local high schools to identify these students. Students are involved in all aspects of the production, from planting, weeding and pest management to developing a market plan for the sale of the produce. Many of the students have returned for consecutive summers of employment and then continue on to college or careers in horticulture, environmental science, sustainable agriculture, and other fields.

The community welcomes the fresh, sustainably-grown produce made available by the Green Youth Farm at the Greenbelt Forest Preserve. The Green Youth Farm in Lake County staff has worked with the Lake County Health Department to allow eligible county residents to use WIC (Women, Infants and Children) program coupons to purchase the healthy foods produced at the Green Youth Farm in Lake County.

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

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

**AN ORDINANCE APPROVING A LICENSE
AGREEMENT WITH THE CHICAGO HORTICULTURAL SOCIETY
TO OPERATE THE GREEN YOUTH FARM IN LAKE COUNTY
AT THE GREENBELT FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns certain land commonly known as the Greenbelt Forest Preserve (the “Property”); and

WHEREAS, the District has previously entered into a license agreement with the Chicago Horticultural Society (the “Society”) allowing the Society to use approximately one acre of the Property as a site for its “Green Youth Farm in Lake County” (the “Project”) and the Society has requested that the District enter into a new license agreement for the period December 1, 2020 through November 30, 2025; and

WHEREAS, the Project, since its inception in 2003, has provided hands-on experience in garden creation, planting and maintenance, developed business skills through farmer’s market sales, offered class instruction, and given students from North Chicago and Waukegan paid summer work experience; and

WHEREAS, the Project will continue an innovative and valuable educational and community outreach opportunity at the Property; and

WHEREAS, pursuant to Section 7b of the Downstate Forest Preserve District Act, 70 ILCS 805/7b, the District is authorized to grant licenses for activities, such as the Project, reasonably connected to the District’s statutory purposes, subject to such terms and conditions as may be determined by the District; and

WHEREAS, it is in the best interests and serves the purposes of the District to enter into a license agreement with the Society in substantially the form attached hereto (the "License Agreement");

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance by this reference.

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

Section 3: Execution of License Agreement. The President and Secretary of the District are hereby authorized and directed to execute and attest to the License Agreement on behalf of the District in substantially the form attached hereto.

Section 4: Effective Date. This Ordinance 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. _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LICENSE AGREEMENT**

This Agreement is made as of the 1st day of December, by and between the **LAKE COUNTY FOREST PRESERVE DISTRICT**, an Illinois unit of local government and a political subdivision, with its principal office located at 1899 West Winchester Road, Libertyville, Illinois 60048 ("District"), and the Chicago Horticultural Society, Illinois not for profit corporation ("Licensee").

W I T N E S S E T H:

WHEREAS, District holds fee simple title to that certain parcel of land commonly known as the Greenbelt Forest Preserve (the "Subject Property"); and

WHEREAS, Licensee wishes to use solely for educational purposes approximately one acre of land located on the Subject Property, (the "Licensed Premises") more particularly described on Exhibit A, and certain other limited portions of the Subject Property, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements set forth below, the parties do hereby agree as follows:

SECTION 1. RECITALS. The recitals set forth above are by this reference incorporated into, and made a part of, this Agreement.

SECTION 2. LICENSE GRANTEE; TERM. District hereby grants to Licensee and Licensee hereby accepts from District a license for the use of the Licensed Premises and limited portions of the Subject Property described below for a five-year term beginning December 1, 2020 and ending at 11:59 p.m. on November 30, 2025 (the "License"). Licensee is not required to pay a license fee for the License.

SECTION 3. DEPOSIT. Licensee is not required to submit a security deposit for use of the Licensed Premises .

SECTION 4. UTILITIES. Licensee shall be responsible for obtaining all permissions to use and payment of all charges for all utilities including water and electricity that are necessary to operate the Program (as defined in Section 5).

SECTION 5. USE OF THE LICENSED PREMISES. The License allows Licensee to (a) use the Licensed Premises for an educational program entitled "Green Youth Farm in Lake County" more particularly described on Exhibit B, subject to the terms and conditions of this Agreement (the

“Program”), (b) maintain within the Licensed Premises two 8’ x 12’ wooden sheds on the southwest corner of the farm plot and a temporary hoop house without concrete foundation, within the fenced boundary, as approved by District, (c) use the maintenance building near the Licensed Premises (the “Maintenance Building”) for shelter in emergencies, (d) at Licensee’s own expense, purchase and have installed a commercial refrigerator in the Maintenance Building for Licensee’s use under terms to be mutually agreed to by the District’s Executive Director and the Licensee, (e) use Shelter “C” during the week for lunch and breaks, and (f) use areas of the Greenbelt Cultural Center and areas of the Greenbelt Cultural Center parking lot, based upon the availability of such areas and if such areas and the timing of such use are approved in advance by the Executive Direction, in his sole discretion, for pre-arranged educational programs and classes and for sale of Green Youth Farm in Lake County products. Licensee shall not permit the Subject Property to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors or preserve visitors or allow any signs or placards to be posted or placed on the Subject Property without the prior written consent of the District’s Executive Director.

SECTION 6. MAINTENANCE OF THE LICENSED PREMISES. Licensee shall (a) maintain the Licensed Premises in a clean and healthy condition; (b) maintain the Licensed Premises and all facilities and equipment thereon and any area of the Subject Property used pursuant to the License in good condition; (c) maintain the grounds of the Licensed Premises and any areas of the Subject Property used pursuant to the License, including but not limited to mowing the lawn adjacent to the garden beds, care and weeding of cultivated areas, and maintenance of all and any temporary elements including fencing and screening; (d) maintain the Licensed Premises and any areas of the Subject Property used pursuant to the License in accordance with all applicable laws ; (e) not make, permit or allow any additions to or alterations of the Licensed Premises or Subject Property without the prior written consent of the Executive Director; and (f) deliver the Licensed Premises and any areas of the Subject Property used pursuant to the License to District at the expiration of the term of this Agreement in as good condition as when received. If Licensee fails within a reasonable time to perform any such tasks or make any necessary repairs, or performs or makes them improperly, the District may (but shall in no event be

obligated to) perform such tasks or make such repairs, and Licensee shall reimburse District in full for the costs of such repairs, upon demand. Without limiting the preceding sentence, the District has no obligation to maintain the Licensed Premises, any area of the Subject Property used pursuant to the License, or any improvement thereon.

SECTION 7. CONDITION OF LICENSED PREMISES. Licensee has inspected the Licensed Premises and Subject Property prior to signing this Agreement and accepts the License with knowledge that the Licensed Premises and Subject Property are in "as is" condition.

SECTION 8. HAZARDOUS MATERIALS. Licensee (a) shall comply with all federal, state and local laws, ordinances, rules and regulations that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant ("Hazardous Materials") in the use of the Licensed Premises and Subject Property; and (b) shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape or leach, pump, pour, emit, empty, discharge, inject, dump, transfer or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Licensed Premises or Subject Property.

SECTION 9. LIMITATION OF LIABILITY. District shall not be liable or responsible for any damage to the Licensed Premises or any area of the Subject Property to be used by Licensee from any cause, including weather, wildlife, vandalism, or occupants of adjacent or contiguous property, other than damage caused by the negligent or intentional acts of the District.

SECTION 10. [Intentionally omitted.]

SECTION 11. INSURANCE.

Insurance Coverages

Licensee shall maintain, at all times during the term of this Agreement, the insurance coverages and minimum limits set forth in this Section 11. All insurance policies shall be issued from insurance companies holding at least an "A5" or better rating as rated by A.M. Best Company. All policies shall include the District named as additional insured.

- A. Worker's Compensation and Employer's Liability with limits not less than:
 - (1) Worker's Compensation: Statutory
 - (2) Employer's Liability:
 - a. \$1,000,000 - injury per occurrence
 - b. \$ 500,000 - disease per employee

- c. \$ 500,000 - disease policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:
 - a. \$ 500,000 - per person
 - b. \$1,000,000 - per occurrence
- (2) Property Damage:
 - a. \$ 500,000 - per occurrence
 - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

- C. Comprehensive General Liability: If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. With coverage written on an "occurrence" basis with limits no less than:

- (1) General Aggregate: \$2,000,000
- (2) Bodily Injury:
 - a. \$ 2,000,000 - per person
 - b. \$ 2,000,000 - per occurrence
- (3) Property Damage:
 - a. \$ 2,000,000 - per occurrence
 - b. \$ 2,000,000 - aggregate
- (4) Other Coverages:
 - Premises/Operations
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted

All employees shall be included as insured's.

- D. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- E. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$500, except the Umbrella which is not more than \$10,000.

- F. Owner as Additional Insured.

Owner shall be named as an Additional Insured on the following policies:

- Comprehensive Motor Vehicle Liability

- Comprehensive General Liability
The Additional Insured endorsement shall identify Owner as follows:
Lake County Forest Preserve District (Owner)

G. Evidence of Insurance. Licensee shall, within 10 days after execution and delivery of this Agreement by Licensee and, thereafter, within 10 days after receipt of a request from the District, furnish the District with certificates of insurance acceptable to the District and, if requested by the District, applicable policy endorsements executed by a duly-authorized representative of each insurer, evidencing compliance with the insurance requirements of this Section 11.

SECTION 12. TERMINATION.

- A. If, at any time during the term of this Agreement, Licensee fails to comply with, or fails to fulfill any of the terms or conditions of this Agreement, the District shall have the right, at its option, to terminate all rights granted to Licensee by this Agreement without notice.
- B. District and Licensee each have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party.
- C. Immediately upon termination of this Agreement, for whatever reason, all rights granted to Licensee hereunder shall revert to District, and District shall have the right to relicense the Licensed Premises. Any obligation of Licensee that accrued prior to termination will survive termination.

SECTION 13. INDEMNIFICATION. Licensee shall hold harmless, indemnify and defend District, its commissioners, officers, agents, attorneys and employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees and damages arising from the causes described in Section 9 of this Agreement, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this license or the use of the subject Property by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by License pursuant to this Agreement.

SECTION 14. ENTRY. Licensee agrees that District, by its commissioners, officers, agents, attorneys

and employees, may at any reasonable time, enter the Licensed Premises to inspect the same, or to show the same to any inspectors. Wherever practical, District shall notify Licensee in advance of any proposed entry.

SECTION 15. KEYS AND LOCKS. Licensee shall deliver a duplicate copy of all keys or other means or devices to operate the locks to District.

SECTION 16. TIME OF ESSENCE. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

SECTION 17. ASSIGNMENT. Licensee shall not, without the prior express written approval of District, which approval may be withheld in the sole discretion of District, relicense the Licensed Premises or assign this Agreement, or any of Licensee's rights or obligations under this Agreement, to any other party.

SECTION 18. APPLICABLE LAW. Regardless of the place of its physical execution, this Agreement shall be interpreted under and governed by the laws of the State of Illinois.

SECTION 19. ENFORCEMENT COSTS. Licensee agrees to pay all reasonable costs, attorneys' fees and expenses incurred by District in enforcing the covenants, terms and conditions of this Agreement.

SECTION 20. ENTIRETY. This Agreement merges and supersedes all prior negotiations, representations and agreements between Licensee and District and constitutes the entire Agreement between the parties relating to their respective rights relative to the Licensed Premises.

SECTION 21. SEVERABILITY; WAIVER. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

SECTION 22. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addresses thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch

United States post office, for delivery at the address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to District shall be addressed to, and delivered at:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
ATTN: Executive Director

Notices and communications to Licensee shall be addressed to, and delivered at:

Mr. Paul Rafac
Executive Vice-President and CFO
Chicago Botanic Garden
100 Lake Cook Road
Glencoe, IL 60022

By notice complying with the requirements of this Section, Licensee and District each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressed shall be effective until actually received.

SECTION 23. LICENSE ONLY GRANTED. This Agreement grants only the License, which is a contractual right, not a real property right, to use the Licensed Premises and limited portions of the Subject Property under the terms and conditions stated above. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed, effective as of the date first written above.

WITNESS:

LICENSEE:

By: _____

ATTEST:

LAKE COUNTY FOREST PRESERVE DISTRICT:

By: _____

By: _____

Its: Secretary

Its: President

EXHIBIT A

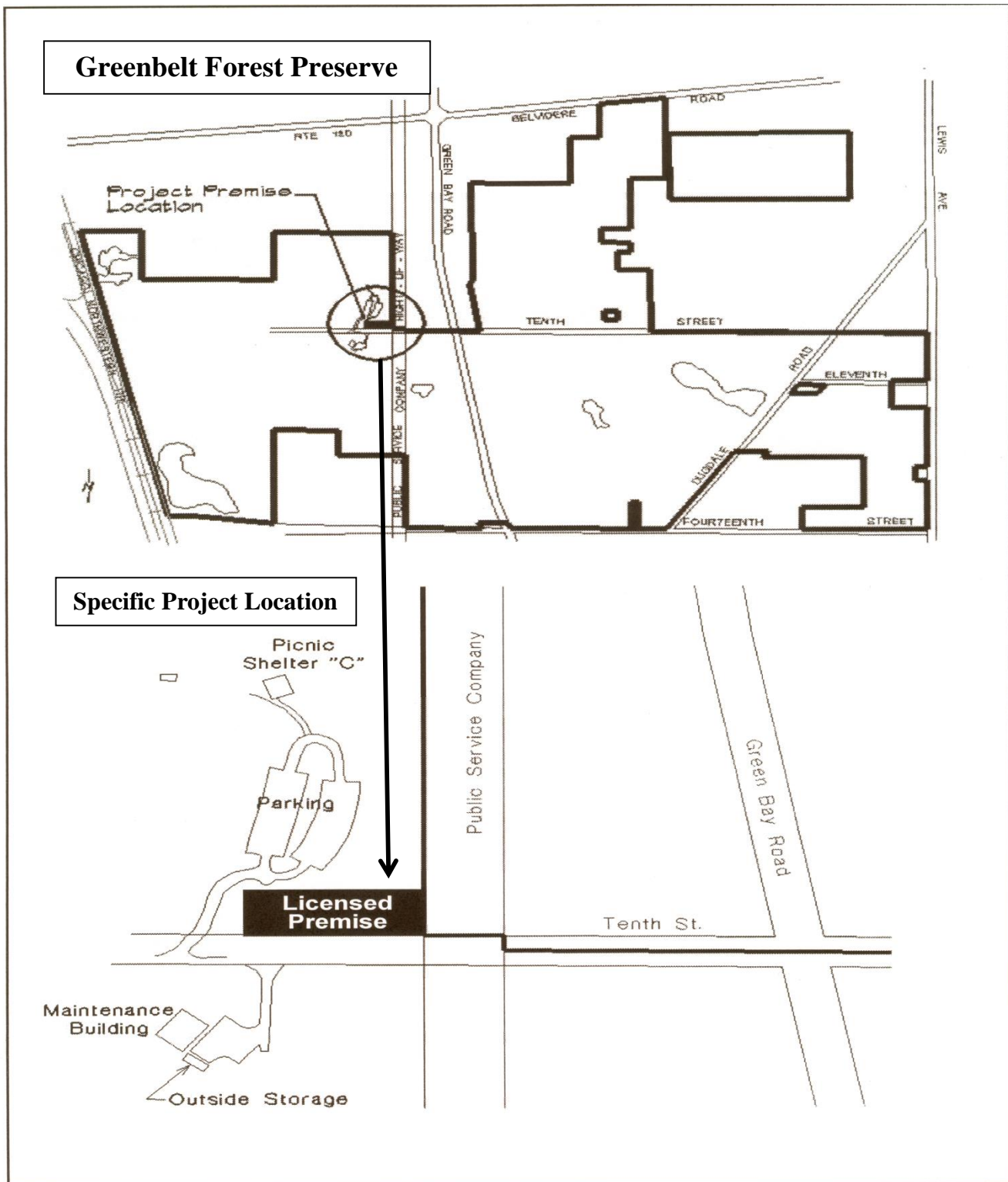


EXHIBIT B

In cooperation with the Preservation Foundation of the Lake County Forest Preserves, the Green Youth Farm in Lake County was started in spring 2003 on just over one acre of land in the Greenbelt Forest Preserve. The program serves up to 25 teens every summer who gain horticultural skills, in a learning-by-doing situation, by planting, tending and harvesting produce on the one-acre plot. Produce is sold at two farm stands every week during the peak of the growing season. In addition, teens hone life skills through participation in giving presentations, attending educational opportunities and interacting with the general public.