
KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE 110 WEST MADISON STREET YORKVILLE, IL 60560

2020-2023 Farm License Agreement

Call for Proposals from Farm Operators for the Farming (Hay Production) of 23.6-acres of Property Located at Baker Woods Forest Preserve in Minooka, Illinois for Calendar Years 2020 through 2022



Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 10:00 AM on Thursday, April 9, 2020.

Bids will be opened and read aloud at 10:00 AM on Thursday, April 9, 2020 in the Kendall County Historic Courthouse - East Wing Conference Room.

District Contact Information

Kendall County Forest Preserve District
David Guritz, Director
110 W. Madison Street
630-553-4131
kcforest@co.kendall.il.us

Baker Woods Forest Preserve – Farm License Agreement
Baker Woods Hay Production
2020 through 2022
Call for Proposals

Legal Notice:

The Kendall County Forest Preserve District (KCFPD) is accepting proposals from qualified Farm Operators for the Licensed farming (hay production) of 23.6-acres of property located at Baker Woods Forest Preserve in Minooka, Illinois. The 23.6-acres are divided into three separate fields (Fields A, B and C) as shown in the contract template as Exhibit 1.

Bid packets may be picked up from the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 beginning Thursday, March 19, 2020, or can be found online at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

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NEW: Please note that under the Kendall County COVID-19 emergency response, the Kendall County Historic Courthouse is closed to the public until further notice. Bidders are required to call ahead and schedule a time for pickup of a paper copy of this bid packet, if needed. Bidders are required to either:

- 1. Mail their sealed bids (plan in advance of the bid opening to insure timely delivery of sealed bids prior to the bid opening date and time), or**
- 2. Hand-deliver bids to the following address by scheduled appointment, or between 9:45 am and 10:00 am on Thursday, April 9, 2020.**

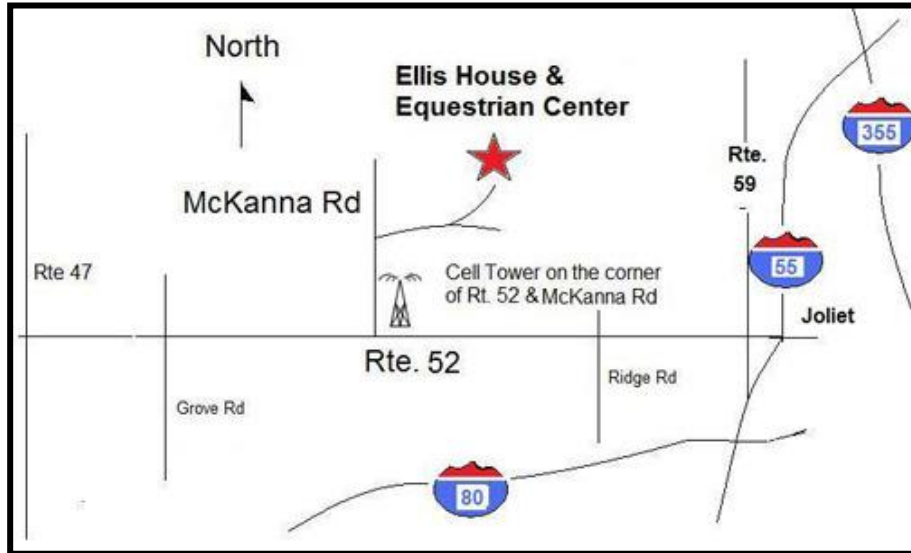
To mail a sealed bid, use the following address and information for delivery and processing:

**Kendall County Forest Preserve District
Attn: Baker Woods Forest Preserve Farm License (Hay Production) Proposal
110 W. Madison Street
Yorkville, IL 60560**

Bidders will be allowed to enter the Kendall County Historic Courthouse 15-minutes prior to the bid opening to submit hand-delivered bids, and remain present for the bid opening.

Location Maps and Parcel Soils Data

The Baker Woods Forest Preserve is located in Kendall County near the intersection of Route 52 and McKanna Drive in Minooka, Illinois 60447. Baker Woods Forest Preserve includes the Ellis House and Equestrian Center located at 13986 McKanna Rd., Minooka, IL 60447.



Fields A (14.7-acres) and B (2.7-acres) are mixed-grass with light alfalfa. Field C (6.2-acres) is a 50/50 mixed-grass alfalfa field.



Bidder Instructions:

In order to participate in the bidding process, Farm Operators (Hereinafter “Farm Operator” or Licensee”) must fully complete the required **Statement of Professional Experience and Bid Form**.

Sealed bids will be accepted at the Kendall County Forest Preserve District’s Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 10:00 AM on Thursday, April 9, 2020. Bids will be opened and read aloud at 10:00 AM on Thursday, April 9, 2020 in the Kendall County Historic Courthouse East Wing Conference Room. Sealed bids should be clearly marked “Baker Woods Forest Preserve Farm License (Hay Production) Proposal.”

As part of the bid opening, the District will review the following criteria to select a Farm Operator for this contract:

1. Certification of the ability of the Farm Operator to cut and process the District’s share of the hay harvest (2-string small bales).
2. Certification of the ability of the Farm Operator to relocate and dry-store portions of the District’s share of harvest within the Farm Operator’s storage facilities.
3. Certification of the ability and flexibility of the Farm Operator to deliver small-bale hay on racks, extending sufficient time (typically 3 to 5 days) for the District to unload the hay racks delivered.
4. The per-small-bale cost to the District for the storage and delivery of the District’s share of hay.
5. District review and confirmation of qualifications reported by the Farm Operator within the Statement of Professional Experience and References.

Immediately following the bid opening, the District will declare an apparent qualified low-bidder based on completed bid form certifications, and the lowest cost extended to the District for the storage and delivery of the District’s share of hay based on a per-small-bale cost basis.

Following the bid opening, the District will review the Statement of Professional Experiences and references, and prepare the three (3) year farm license agreement for approval by the Kendall County Forest Preserve District Board of Commissioners.

A copy of the Farm License Agreement contract template is included within this bid packet as **Exhibit 1**. By submitting a bid, bidders agree to be bound by the terms of the Farm License Agreement.

The Kendall County Forest Preserve District will not be responsible for any expenses incurred by the bidder in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

All bidders must be appropriately licensed and authorized to conduct business within the State of Illinois.

The failure of a bidder to promptly supply information requested in this Call for Proposals or other information subsequently requested may result in the bidder being eliminated from consideration.

The contents of the proposal submitted by the successful bidder and this Call for Proposals (as well as the Agreement) will become a part of the contract awarded as a result of these specifications.

The Kendall County Forest Preserve District reserves the right to request clarifications or corrections to proposals.

The bidder acknowledges that all proposal materials become the property of the Kendall County Forest Preserve District and, as such, may be available to the public. By submitting a proposal, the bidder acknowledges that the Kendall County Forest Preserve District's decision is final, binding, and conclusive upon the bidder for all purposes.

The bidder is expected to comply with the true intent of this Call for Proposals taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the Kendall County Forest Preserve District. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Kendall County Forest Preserve District in writing, and the Forest Preserve District will issue written corrections or clarifications. The bidder is responsible for the contents of its proposals and for satisfying the requirements set forth in the Call for Proposals. Bidder(s) will not be allowed to benefit from errors in the document that could have been reasonably discovered by the bidder in the process of submission of a proposal.

The Kendall County Forest Preserve District reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in the Call for Proposals; (2) to supplement, amend, or otherwise modify the Call for Proposals, without notice; (3) to request additional information from bidders; (4) to reject any or all bids; and (5) to waive minor defects and technicalities.

The awarded bidder will be an independent contractor. The contractor is not, and will not be, an employee or agent of the Kendall County Forest Preserve District.

The bidder's failure to agree to the terms and conditions of the attached "Agreement" or otherwise meet the mandatory requirements will result in the disqualification of the bidder's proposal from further consideration as an unresponsive bid.

Submission of a proposal confers no rights on the bidder to selection or to a subsequent contract. This Call for Proposals process is for the Kendall County Forest Preserve District's benefit only and is intended to provide the District with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Kendall County Forest Preserve District's discretion.

**Baker Woods Forest Preserve – 2020 - 2022
Farm License Agreement
Statement of Professional Experience**

Farm Operator Name: _____

Farm Operator Address:

Address: _____

City: _____

State: _____

Zip Code: _____

Contact Information:

Home Phone: _____

Cell: _____

E-mail: _____

Statement of Professional Experience

(Please briefly summarize your experience as a Farm Operator, particularly focused on hay production, including any education or specialized training received).

References

(Provide three references from other Agricultural Industry Professionals and/or current property owners you are leasing property from for farming purposes).

Name	Contact Information	Title / Relationship

Certifications:

Bidder certifies that they are able to store a portion (5-hayrack loads or 750 small bales) of the District’s share of small-bale hay harvested in each growing year, for future delivery to the Ellis House and Equestrian Center, within an enclosed dry storage space.

Bidder certifies they have the ability to deliver stored hay per the stated price in the accompanying bid form on hay racks, and will extend sufficient time (no less than 5 work days) for District staff to unload delivered hay from the hayracks provided.

Bidder further certifies that they have access to the machinery, equipment, and storage spaces for cutting, harvesting, baling (small-bales only for the District’s share), and delivering hay as required by the contract.

_____ **Farm Operator**

_____ **Date**

**Baker Woods Forest Preserve – 2020 through 2022
Farm License Agreement
Bid Form**

Farm Operator Name: _____

This is a 3-year 50/50 hay contract where Farm Operators harvest, bale, and rack hay (*small-bales only for the District share only*). Farm Operators retain 50% of the hay produced from each field’s cutting(s) in each year. Cost for fertilizer and other field inputs are shared 50/50 by the District and Farm Operator. The District reimburses the Farm Operator for pre-approved documented costs incurred for fertilizer and other field inputs.

1. Buy-back Provision for District Surplus Hay:

This contract requires all bidders to purchase surplus hay from the District when harvest exceeds supply needs within each year of the Farm License Agreement. The surplus bale purchase price will be based on market price in the month of the cutting based on the following formula:

Market prices will be based on pricing for “Good” quality mixed grass and alfalfa hay based on two-string bale standard weight and dimensions:

- 1) A standard two string bale measure is 14” high x 18” wide x 35” long and weighs 60 lbs.
- 2) Convert to tons: 2,000 lbs. per ton divided by 60 lb. per standard bale = 33.33 bales per ton.
- 3) The Iowa Hay Report in the cutting month shall serve to determine market price for “Good” Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton.
- 4) Surplus hay purchase cost to the Farm Operator will be 50% of the small bale equivalency price per ton based on the reported market price in the month of cutting.

<https://usda.library.cornell.edu/concern/publications/wd375w32h?locale=en&page=4#release-items>

2. Provisions for Storage and Delivery of District Small Bales:

- A. This contract requires all bidders to extend an option for relocation and storage of portions of the District’s share of hay at a cost per small bale delivered.

\$_____ per small-bale stored and delivered

Dollars and cents in words: _____

All bidders are strongly encouraged to read through the Exhibit 1: Farm License Agreement Contract Template. The Farm License Agreement will include provisions for calculating the required and non-negotiable formula-based yield payment for each farming year based on prevailing market rates.

EXHIBIT 1: FARM LICENSE AGREEMENT CONTRACT TEMPLATE

FARM LICENSE AGREEMENT #20-03-001

Baker Woods Forest Preserve – Hay Production

This Agreement is made this ___ day of March, 2020 (“Date of Execution”), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, (“Licensor”), and _____, located at <<City/State>>, <<Zip>> (“Licensee”), including all heirs and assignees, collectively referred to as the “Parties.”

WHEREAS, the Licensor is the owner of certain lands situated in Baker Woods Forest Preserve, in the County of Kendall, Township of Fox and State of Illinois described as:

Portions of PIN#s: 09-09-400-004, 09-16-200-013, identified in the map of the subject fields, attached as Exhibit 1.

WHEREAS, Licensee desires to use the above-described real estate solely for farming purposes and Licensor desires to have the real estate farmed; and

WHEREAS, both Licensee and Licensor hereby agree that there are three fields, Field A with 14.7 acres, Field B with 2.7 acres, and Field C with 6.2 acres on the above referenced parcels, these acres are hereinafter collectively referred to as the “Subject Property,” identified in Exhibit 1; and that the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, for a term beginning on the Date of Execution, and ending on December 21, 2022, subject to the conditions and limitations in this Agreement; and

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the license or use of the Subject Property.
3. **Term:** This license is for a term of three years, ending December 31, 2022, with Storage provisions in effect through June 1, 2023.
4. **Product:** Licensee will seed and maintain Field A and Field B with straight grass hay and Field C with 50/50 grass and alfalfa hay. **Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property.**

Further, Licensee, with prior approval by the **Licensor, is required to purchase surplus hay bales** from the Licensor's portion of hay produced.

The surplus bale purchase price will be based on published hay market prices for the month of the each cutting.

The Iowa Hay Report in the cutting month shall serve to determine market price for "Good" Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton:

<https://usda.library.cornell.edu/concern/publications/wd375w32h?locale=en&page=4#release-items>

Small bale cost equivalency will be based on a two-string bale standard weight and dimensions:

A **standard two string bale measure** is 14" high x 18" wide x 35" long and **weighs 60 lbs.**

Formula:

- 1) Convert pricing per ton to small bale equivalency:

$$2,000 \text{ lbs. per ton divided by } 60 \text{ lb. per standard bale} = 33.33 \text{ bales per ton}$$

- 2) Apply the Iowa Hay Report market pricing for the cutting month to determine market price for "Good" Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton:

$$\text{Cost per ton divided by } 33.33 \text{ bales per ton} = \$____ \text{ small bale price equivalency}$$

- 3) Surplus hay purchase cost to the Farm Operator will be 50% of the small bale equivalency price per ton based on the reported market price in the month of cutting.

$$\$ ____ \text{ small bale price equivalency} \times .5 = \$ ____ \text{ Licensee purchase price per small bale.}$$

5. **Storage:** Licensee shall extend an option for storage of remaining portions of the Licensor's share of hay produced at a cost of \$_____ per small bale delivered. The storage fee will be paid (or deducted from amounts owed to the Licensor) no later than November 30 of each license year.

6. **Expenses and Inputs:** Licensee and Licensor shall split evenly the expenses, fertilizer, and other agreed upon inputs to the Subject Property. All of the expenses, however, must be approved by Licensor before they are incurred. Licensee shall provide all machinery and equipment, at Licensee's expense.

7. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions stated herein. Further, the rights granted by Licensor herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.

8. **Delivery to Ellis Equestrian Center:** Licensee will communicate with Ellis Equestrian Center staff on timeliness and delivery of hay. Licensee will be responsible for delivery of hay bales on racks to Ellis Equestrian Center, and Ellis Equestrian Center staff will be responsible for unloading of hay bales.

9. **Taxes:** Licensor makes no claims as to the tax status of the Subject Property. As required by section 15-15 of the Illinois Property Tax Code, the Licensor will file a copy of the Agreement and a complete description of the premises with the assessment officer. 35 ILCS 200/15-15. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code, at any time during the term of this License, it shall be the obligation of the Licensee to pay such taxes as are incurred during that term. At the termination of this Agreement, Licensee shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated based on 100% of the previous year's taxes. Licensee's obligations under this paragraph extend beyond the license year, and until all incurred taxes are paid.

10. **Erodible Soils:** The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

11. **"As is" Property:** The Licensee has inspected the Subject Property prior to signing this Agreement and accepts the condition of the Subject Property "as is."

12. **Records Requirements:** Licensee shall keep and provide to the Licensor the following records at the end of the License term:

- A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30 of each year of the License. The Licensee shall apply the minimum amount of fertilizer required to maintain the elemental P (phosphorus) at 80 pounds per acre and elemental K (potassium) at 50 pounds per acre.
- B. Fertilizers and rates applied.
- C. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Number and dates of bales harvested from the Subject Property.
- E. Number and dates of bales delivered to Ellis Equestrian Center.

13. **Pesticide Use:**

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace the expired license and shall promptly provide Licensor with a copy thereof.

- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only for the period during which the pesticides are applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in areas owned by the Licensor.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensor for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Any attorney representing the Licensor pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

14. **Hazardous Materials:** Licensee shall comply with all federal, state, and local laws, ordinances, rules, and regulations that regulate, restrict, or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

15. **Duty of Care:** The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.

16. **Right of Entry:** Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

17. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. To the extent permitted by law, the Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days' notice in writing to the Licensee. In the event of early termination, Licensor shall pay the Licensee for its one-half share of any hay cutting that has not yet taken place during the License year when the License is terminated based on the formula for surplus hay sales set forth above. Licensee hereby waives its rights to seek any other amounts from Licensor in the event the License is terminated.

18. **Insurance & Liability:**

A. Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the Subject Property. The cost of such insurance shall be borne by the Licensee. Minimum scope and limit of insurance coverage shall be at least as broad as:

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the

general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. Workers' Compensation insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to a Licensee with employees).

iii. Property insurance against all risks of loss to any Licensee improvements or betterments, at full replacement cost with no coinsurance penalty provision.

iv. Farm Pollution Liability covering third party liability for bodily injury or property damage with limits no less than \$1,000,000 per occurrence.

B. If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor be deemed as a limitation on Licensee's liability to Licensor in this Agreement.

C. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status. Licensor, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10).

ii. Primary Coverage. For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

iii. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Licensor.

iv. Waiver of Subrogation. Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.

v. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.

D. Licensee shall furnish the Licensor with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Licensor before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

E. Special Risks or Circumstances. Licensor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

F. Licensee shall indemnify, hold harmless and defend with counsel of Licensor's own choosing, Licensor, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

19. **Anti-Discrimination Compliance:** Licensee, his officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

20. **Conflict of Interest:** Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this Agreement, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect

pecuniary interest in Licensee or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

21. **Assignment:** This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

22. **Independent Contractor:** It is understood and agreed that Licensee is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Licensor. Licensee understands and agrees that Licensee is solely responsible for paying all wages, benefits and any other compensation due and owing to Licensee's officers, employees, and agents for the performance of services set forth in the Agreement. Licensee further understands and agrees that Licensee is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Licensee's officers, employees and/or agents who perform services as set forth in the Agreement. Licensee also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents. Licensee hereby agrees to defend with counsel of Licensor's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Licensor, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Licensee, its officers, employees and/or agents may sustain while performing services under the Agreement.

23. **Liens:** Licensee shall, and without any charge to Licensor, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or anything done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by Licensor. Licensor shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licensor incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensor in connection therewith or by reason thereof.

24. **Legal Compliance:** Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and obtain all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

25. **Waiver of Lien:** Licensee hereby waives any claim of lien against subject premises on behalf of Licensee, its officers, insurers, employees, agents, suppliers and/or sub-contractors

26. **Venue:** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

27. **Legal Remedies:** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

28. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

29. **Waiver:** 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.

30. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received. Notice should be send to the following parties:

Licensor, send to:

Judy Gilmour, President
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

with a copy to:

Kendall County State's Attorney
Kendall County Courthouse
807 John Street
Yorkville, Illinois 60560

Licensee send to:

31. **Entire Agreement:** This Agreement, together with the Call for Proposals and Licensee's bid, represent the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

32. **Authority:** Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this agreement and to obligate the party to the terms of this agreement.

Licensors:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____

Date: _____

Subject Property - Exhibit 1a – Hay Fields and Acreage

