

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF BEACH PARK
FOR AESTHETIC MEDIAN ENHANCEMENTS
ON WADSWORTH ROAD (COUNTY HIGHWAY 17)**

THIS AGREEMENT is entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the Village of Beach Park, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous to make a certain aesthetic improvement to the existing median along Wadsworth Road (County Highway 17), immediately west of Sheridan Road; and,

WHEREAS, said aesthetic improvement includes the addition of landscape enhancements within the existing median along Wadsworth Road (hereinafter MEDIAN), which will also provide a visual barrier of the median reinforcing traffic movements restricted by the MEDIAN; and,

WHEREAS, said aesthetic improvement of the MEDIAN is contained within a larger improvement project that also includes the resurfacing of portions of 21st Street (County Highway 67) and Kenosha Road (County Highway 53) (hereinafter the IMPROVEMENT, which shall also be referred to as County Section 15-00999-18-RS); and,

WHEREAS, the COUNTY shall prepare all surveys, design engineering plans and specifications, bid documents and furnish construction engineering supervision, and cause the IMPROVEMENT to be built in accordance with the approved plans, specifications, and construction contract (hereinafter PLANS). Said PLANS by reference herein are hereby made a part hereof; and,

WHEREAS, the PLANS contain the landscaping plan (hereinafter LANDSCAPING PLAN) detailing the landscape enhancements and the size, type and species of live planted materials (hereinafter LANDSCAPE MATERIALS) contained within the MEDIAN, to be installed as part of the IMPROVEMENT. The LANDSCAPING PLAN is included as EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the MEDIAN along Wadsworth Road, immediately west of Sheridan Road shall be modified to contain the LANDSCAPE MATERIALS, in accordance with the attached EXHIBIT A to THIS AGREEMENT; and,

WHEREAS, the MEDIAN to be modified as part of the IMPROVEMENT lies within the VILLAGE limits; and,

WHEREAS, the COUNTY has a program to beautify roadside areas along COUNTY highways. Said program is referred to as the LakeScape Program; and,

WHEREAS, the LakeScape Program is a partnership between the COUNTY and other entities for roadside enhancement; and,

WHEREAS, the COUNTY agrees to construct the IMPROVEMENT, to enhance the aesthetic appeal of the MEDIAN and to provide and install the LANDSCAPE MATERIALS in the MEDIAN without reimbursement by VILLAGE; and,

WHEREAS, the VILLAGE has expressed their desire to provide routine maintenance of the LANDSCAPE MATERIALS (including shrubs, perennials, ornamental grasses, groundcovers, and hardwood mulch material) installed under the IMPROVEMENT within the MEDIAN (hereinafter ROUTINE MAINTENANCE) without reimbursement by the COUNTY; and,

WHEREAS, the IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE and will be permanent in nature;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the VILLAGE do hereby enter into the following:

SECTION I.
Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.
Construction of the IMPROVEMENT

1. The COUNTY agrees to prepare the LANDSCAPING PLAN, and the VILLAGE shall have the opportunity to review and approve the LANDSCAPING PLAN with respect to the LANDSCAPE MATERIALS. Said approval shall not be unreasonably withheld by the VILLAGE.
2. It is mutually agreed by and between the parties hereto that the MEDIAN shall contain LANDSCAPING MATERIALS (shrubs, perennials, ornamental grasses, groundcovers, and hardwood mulch material), in general accordance with the attached EXHIBIT A to THIS AGREEMENT.
3. The COUNTY agrees to construct the IMPROVEMENT and to provide and install the LANDSCAPE MATERIALS in the MEDIAN without reimbursement by the VILLAGE.
4. The COUNTY agrees to design, provide and install a LakeScape sign depicting the name and logo of the VILLAGE and the COUNTY without reimbursement by the VILLAGE. The LakeScape sign will signify the partnership between the VILLAGE and the COUNTY. The VILLAGE shall have the opportunity to review the design of said sign.
5. It is mutually agreed by and between the parties hereto that, as of this writing, the anticipated letting date for the IMPROVEMENT is April 12, 2016. The date of said scheduled letting is subject to change without notice to the VILLAGE and is a function of the availability of funding and project readiness.

Section III.
Maintenance of the LANDSCAPE MATERIALS in the MEDIAN

1. It is mutually agreed by and between the parties that the COUNTY shall continue to have the authority to determine any necessary modifications to the MEDIAN to facilitate the free flow of traffic and ensure the safety of the motoring public.
2. The COUNTY agrees to maintain, or cause to be maintained, the existing curb around the MEDIAN, the hardscape concrete surface of the MEDIAN, any and all storm sewer, drain tile and drainage structures in the MEDIAN, any and all signs, including the LakeScape sign, without reimbursement by the VILLAGE.
3. The VILLAGE agrees to provide ROUTINE MAINTENANCE of the LANDSCAPE MATERIALS in the MEDIAN without reimbursement by the COUNTY. Said ROUTINE MAINTENANCE to be performed by the VILLAGE shall include, but not be limited to, the basic upkeep of the LANDSCAPE MATERIALS. Also, if appropriate, ROUTINE MAINTENANCE shall include weeding, watering, pruning, fertilizing and mulching as well as the replacement of dead plant materials. ROUTINE MAINTENANCE shall include the removal of debris from the MEDIAN. It is mutually agreed by and between the parties hereto that Phosphorus Fertilizer Nutrient shall not be used to fertilize any of the LANDSCAPE MATERIALS located within the MEDIAN.
4. The COUNTY agrees to provide capital maintenance (major maintenance) of the LANDSCAPE MATERIALS, at its sole expense. Said capital maintenance shall include the complete redesign and replacement of the LANDSCAPE MATERIALS within the MEDIAN, should the need for redesign or full replacement of the LANDSCAPE MATERIALS be deemed necessary by the COUNTY at a future point in time.
5. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the VILLAGE shall commence their maintenance upon the LANDSCAPE MATERIALS within the MEDIAN. At this time, it is anticipated that the VILLAGE shall begin ROUTINE MAINTENANCE in May 2017.
6. The COUNTY shall include in the plans and specifications a requirement for a full-replacement guarantee should any of the LANDSCAPE MATERIALS not remain in a live, healthy condition throughout the establishment period, per the Standard Specification contained within the construction contract.

7. It is mutually agreed by and between the parties hereto that should any of the specified LANDSCAPE MATERIALS included in the LANDSCAPING PLAN show signs of decline and/or disease, as mutually determined by the COUNTY and the VILLAGE, except to the extent covered by the guarantee described in Paragraph 6 above, the VILLAGE shall promptly remove and replace said LANDSCAPE MATERIALS at its sole expense.
8. The COUNTY agrees to provide to the VILLAGE a four (4)-hour (maximum) maintenance seminar, at no cost to the VILLAGE, on the maintenance of the LANDSCAPE MATERIALS in the MEDIAN. The scheduling of said maintenance seminar shall occur prior to the completion of construction of the IMPROVEMENT and shall be coordinated in a manner so as to ensure the attendance of the appropriate personnel from the VILLAGE.
9. It is further mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE shall perform maintenance on the LANDSCAPE MATERIALS in the MEDIAN during non-peak traffic times, namely on weekdays, between 9:00 a.m. and 3:00 p.m. The VILLAGE shall provide the appropriate traffic control on Wadsworth Road, in accordance with LCDOT and MUTCD standards, while performing maintenance on the LANDSCAPE MATERIALS in the MEDIAN.
10. It is mutually agreed by and between the parties that should the VILLAGE desire to hire a contractor, or contractors, as the case may be, to perform ROUTINE MAINTENANCE of the LANDSCAPE MATERIALS in the MEDIAN, the VILLAGE shall notify the COUNTY of said desire and shall require said contractor(s) to provide proof of the appropriate insurance indemnifying the COUNTY, its elected officials, duly appointed officials, agents, employees and representatives, and the Lake County Division of Transportation, its duly appointed officials, agents, employees, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively referred to hereinafter as "claims") arising from and relating to the ROUTINE MAINTENANCE (or lack thereof) of the MEDIAN as heretofore described. The insurance limits required to be provided by any contractor shall be as determined by the COUNTY.

SECTION V.
General Provisions

1. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents) the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other parties and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on June 1, 2016, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to June 1, 2016. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to June 1, 2016, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes their signature.

5. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
6. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
7. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
8. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the remaining parties to THIS AGREEMENT.
9. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. THIS AGREEMENT shall remain in full force and effect for such a period of time as the MEDIAN, in whole or in part, remain in place and in use.
12. The VILLAGE agrees, upon completion of the IMPROVEMENT, to indemnify, defend and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees, and representatives, and the COUNTY's Division of Transportation, its duly appointed officials, agents, employees, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the maintenance (or lack thereof) of LANDSCAPE MATERIALS placed in the MEDIAN along Wadsworth Road.

13. The COUNTY agrees to indemnify, defend and hold harmless the VILLAGE, their elected officials, their duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries judgments and demands (collectively referred to hereinafter as “claims”) arising from and relating to the design or construction of the MEDIAN.
14. The COUNTY acknowledges and agrees that the VILLAGE shall have the right to terminate their obligation under THIS AGREEMENT, at will and without cause, upon sixty (60) days prior written notice to the COUNTY.
15. THIS AGREEMENT shall be considered null and void in the event that the construction contract covering the IMPROVEMENT is not awarded by January 1, 2019.

VILLAGE OF BEACH PARK

ATTEST:

Village Clerk

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/
Director of Transportation

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chairman
Lake County of Board

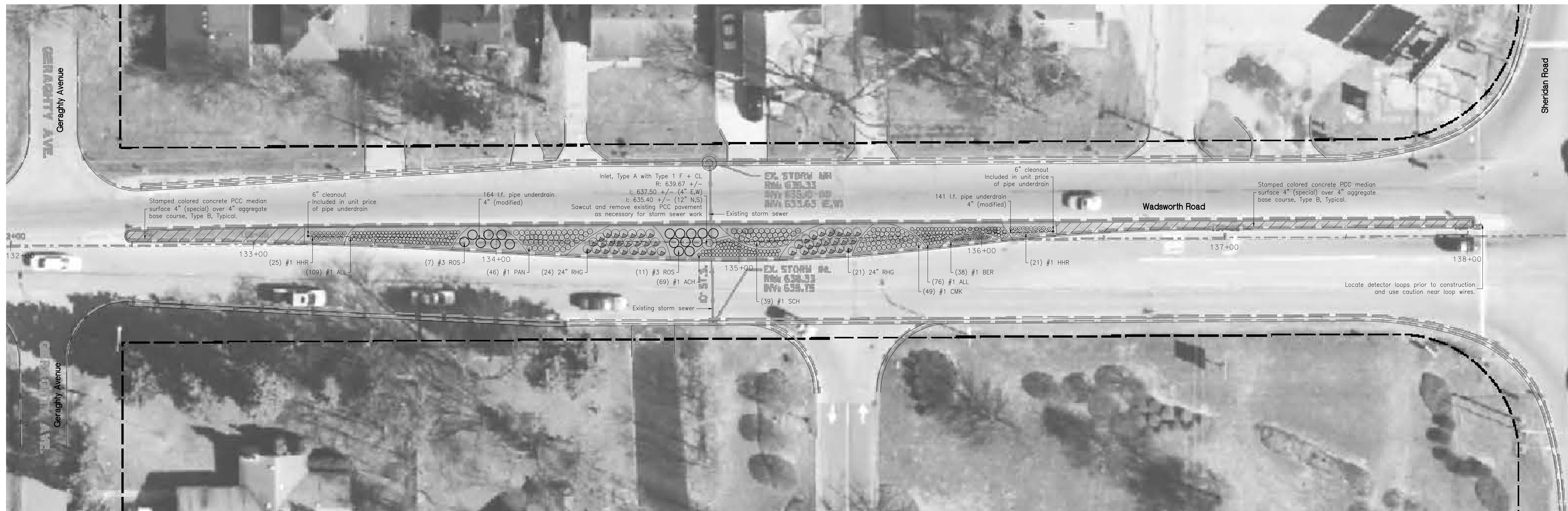
Date: _____

EXHIBIT A
LANDSCAPING PLAN

Exhibit A
Sheet 1 of 2



| Perennials | Ornamental Grasses and Groundcovers | | Common Name | | Remarks |
|------------|-------------------------------------|------|--|--------------------------|-----------|
| Key | Qty. | Size | Botanical Name | | |
| ACH | 69 | #1 | Achillea 'Moonshine' #1 | Moonshine Yarrow | Container |
| ALL | 185 | #1 | Allium 'Summer Beauty' #1 | Summer Beauty Allium | Container |
| BER | 38 | #1 | Bergenia cordifolia 'Winter Glow' | Winter Glow Bergenia | Container |
| CMK | 49 | #1 | Calamagrostis acutiflora 'Karl Foerster' | Feather Reed Grass | Container |
| HR | 45 | #1 | Heuchera 'Happy Returns' #1 | Happy Returns Heuchera | Container |
| PAN | 46 | #1 | Panicum virgatum 'Heavy Metal' | Heavy Metal Switch Grass | Container |
| SCH | 39 | #1 | Scizachyrium scoparium | Little Bluestem | Container |



| REVISIONS / REMARKS | | | | | |
|---------------------|-------------|-------------|-----|----------------|-------------------|
| NO. | DESCRIPTION | DATE | BY | SURVEYOR: | ___/___/___ |
| --- | ----- | ___/___/--- | --- | DSGNN/LIAISON: | --- |
| --- | ----- | ___/___/--- | --- | PLOTTED BY: | \$USRN\$ \$SDAT\$ |



Wadsworth Rd. Roadway Enhancements



DAVID R. McCALLUM ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
350 N. Milwaukee Avenue | Libertyville, Illinois 60048
T 847.362.0209 | F 847.362.0214

LANDSCAPE PLAN

| ROUTE | SECTION | SECTION NUMBER | SHEET | SHEETS |
|-------|---------|----------------|-------|--------|
| CH17 | 55 | 15-00999-18-RS | 72 | 128 |