



Property Committee Agenda
Room 400, Government Center
Thursday, January 3, 2008

3:45 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – December 6, 2007
3. Departmental Matters:
 - A. Bill Wasson, Director, Parks and Recreation
 - 1) Items to be Presented for Action:
 - a) Request Approval of Agreement between Herman Brothers Pond Management and McLean County for Lake Mapping
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
4. Other Business and Communications
5. Recommend Payment of Bills and Transfers, if any, to County Board
6. Adjournment

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AGREEMENT

This agreement ("Agreement") is made between Herman Brothers Pond Management and McLean County Parks and Recreation.

NOW, THEREFORE, in consideration of the acts and promises contained herein, the parties hereby agree as follows:

GENERAL NATURE OF AGREEMENT.

This agreement is for the development of a satellite-imaged contour map of Evergreen Lake and the surrounding COMLARA Park area. The map may be sold by Herman Brothers Pond Management at any location it sees fit. Herman Brothers Pond Management shall provide said maps to the McLean County Parks and Recreation Department at a reduced price as stated below for sale on Park property or at other McLean County locations including McLean County websites. Advertisers will be limited to businesses and services directly related to Evergreen Lake and COMLARA Park. Advertisers and advertisements shall be appropriate for the family oriented recreation area of Evergreen Lake and COMLARA Park. McLean County reserves the right to approve any advertisers and advertisements placed on the map.

RESPONSIBILITIES OF HERMAN BROTHERS POND MANAGEMENT.

Herman Brothers Pond Management hereby promises that it shall:

1. Produce and sell high quality and high accuracy two sided laminated contour maps of Evergreen Lake and identifying the COMLARA Park Boundaries.
2. Create a CD ROM/DVD of the above map
3. Sell the above-described map to McLean County Parks at a price of \$10.00 per map for resale.
4. Herman Brother Pond Management shall work in partnership with Cabela's Trophy Properties Lake Mapping Department to produce a contour map of the lake.
5. The project shall be done using satellite imaging and on the water telemetry boats.
6. The final product shall show the contour features of the lake and surrounding Park grounds.
7. The maps shall be available early in 2008
8. Send representatives to COMLARA Park on a regular basis to check on sales, supply of maps and to deliver maps for retail sale.
9. Not include any advertiser deemed inappropriate by McLean County Parks and Recreation department.
10. Include on the maps telephone numbers and web addresses of the McLean County Parks and Recreation Department.
11. Not grant any license to any person or company to reproduce protected symbols and trademarks of the County of McLean.
12. Shall share mapping data acquired with Emergency management services for preparing integrated maps for Emergency Preparation and Response.

RESPONSIBILITIES OF MCLEAN COUNTY PARKS AND RECREATION.

McLean County Parks and Recreation Department hereby promises that it shall:

- a. Promote the sale and use of the map. Such promotion shall not include the expenditure of funds to promote the map.
- b. Make the map available for sale at one or more locations within COMLARA Park.
- c. Provide reasonably prompt review of proposed advertisers and advertisements.
- d. Shall protect the trade secrets, proprietary, privileged, and confidential information acquired by Herman Brothers Pond Management in its mapping operations.
- e. Not grant any license to any person or company to reproduce protected symbols and trademarks of Herman Brothers Pond Management.

EQUIPMENT

Herman Brothers Pond Management shall provide all equipment used by Herman Brothers Pond Management for this project. McLean County shall have no obligation to provide any equipment or personnel for the completion of this project. Any equipment or personnel of the County of McLean used for this project shall be considered under the exclusive direction and control of Herman Brothers Pond Management.

TERM AND TERMINATION

The term of this Agreement shall be for a period of three (3) years from May 17, 2005 to May 17, 2008. The term may be extended annually by mutual written consent. The right of McLean County Parks and Recreation to approve advertisers and advertisements shall extend beyond this contract as long as Herman Brothers Pond Management's maps identify COMLARA Park, Evergreen Lake or other property belonging to the County of McLean.

INSURANCE

Herman Brothers Pond Management shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to the County of McLean:

- (a) Comprehensive General Liability Insurance (Bodily Injury and Property Damage, including Broad Form Property Damage), including Owners, Landlords and Tenants; Manufacturer and Contractors; Owners and Contractors Protective; Products and Completed Operations; and Contractual Liability (which insures Herman Brothers Pond Management's obligations under this agreement); all with limits of no less than \$500,000 per occurrence or accident and \$1,000,000 aggregate.
- (b) Automobile Liability Insurance covering all owned, leased, hired, and non-hired automobiles with limits of no less than \$1,000,000 per accident.
- (c) Worker's Compensation Insurance in accordance with Illinois law.
- (d) Employer's Liability Insurance with limits no less than \$ 100,000 per occurrence.
- (e) Other: (Specify)

Herman Brothers Pond Management will provide to the County of McLean upon request, a Certificate of Insurance, in a form acceptable to the County of McLean, evidencing the existence of such insurance.

INDEMNITY

Herman Brothers Pond Management shall save and hold the County of McLean (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the provision of products under this Contract, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

Herman Brothers Pond Management shall further hold harmless the County of McLean (including its officials, agents and employees) from liability or claims for any injuries to or death of Bottler's or any Sub-contractor's employees, resulting from any cause whatsoever, whether or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, including protection against any claim of the Bottler or any Sub-contractor for any payments under any worker's compensation insurance carried on behalf of said Bottler or Subcontractor and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the County of McLean.

MISCELLANEOUS.

This Agreement and its Exhibits constitutes the entire understanding of the parties and no terms may be altered or waived except by the mutual written consent of both parties. This Agreement may not be assigned by McLean County Parks and Recreation without Herman Brothers Pond Management's written consent. This Agreement may not be assigned by Herman Brothers Pond Management without McLean County Parks and Recreation's written consent. Each of the parties will, fully comply with all applicable laws, regulations, and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approval required to fully perform its obligations hereunder.

Herman Brothers Pond Management

McLean County Parks and Recreation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____