

**MEMORANDUM OF INTERGOVERNMENTAL AGREEMENT
REGARDING GOODINGS GROVE SCHOOL PARK**

THE HOMER COMMUNITY CONSOLIDATED SCHOOL DISTRICT 33C

This Agreement is entered into this 25 day of April 2018, by and between The Village of Homer Glen (“HOMER GLEN”), Homer Community Consolidated School District 33C (“SCHOOL DISTRICT”), collectively referenced as the “PARTIES.”

WITNESSETH:

WHEREAS, HOMER GLEN has a Village Parks Master Plan determining needs for parks throughout the Village, particularly in the areas of Old Oak, Golden Oak, and Chicksaw area; and,

WHEREAS, HOMER GLEN completed an extension of the Hero’s Trail walking path connecting the Goodings Grove School park to the walking path and the Goodings Grove School Park is utilized by HOMER GLEN residents while school is not in session, including utilization of equipment and sports fields; and

WHEREAS, the Goodings Grove park is outdated and well-worn and in need of replacement and modernization for inclusion to all children in the community; and,

WHEREAS, the SCHOOL DISTRICT has completed a space needs assessment for the Goodings Grove School Park; and,

WHEREAS, the PARTIES have mutual complimentary skills and funding sources and can provide a community need in an efficient and cost-effective manner; and,

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. authorize such agreements.

NOW THEREFORE, in consideration of the mutual agreement and covenants set forth in this agreement the PARTIES agree as follows:

1. The foregoing recitals constitute an expression of the intent of the parties regarding the formation of this Agreement and are hereby incorporated herein by reference. Similarly, any exhibit attached hereto and referred to herein as an exhibit shall be incorporated herein by reference.
2. The Goodings Grove School Park will be constructed in the location and in a manner substantially similar to the specifications attached hereto as Exhibit “A.” The expected date of completion of the project is September of 2018.

3. Upon substantial completion of the Goodings Grove School project, HOMER GLEN will provide \$40,000.00 to SCHOOL DISTRICT. The Village of HOMER GLEN shall have no obligation beyond providing \$40,000 in funding for the Goodings Grove School Park.
4. SCHOOL DISTRICT will Indemnify and hold HOMER GLEN, its officers, board members, agents, representatives, employees, guests, and participants harmless from and against any claim or action brought by any third party for any and all claims, demands, costs, and expenses for any basis, whatsoever, including reasonable attorney fees for the defense thereof, arising from or in connection with the rights granted under this Agreement.
5. This Agreement shall be contingent upon a third party receiving the appropriate approvals, permits for the construction of the Goodings Grove School Park. If the park as contemplated by this Agreement is not constructed within one year or a mutually agreed upon extension, this agreement shall be terminated and HOMER GLEN will not have any duties or responsibilities to provide any funding whatsoever. It is the intent of the Parties that if a third-party does not construct the park as contemplated in Exhibit A of this agreement by one year or a mutually agreed upon extension; this Agreement between the parties shall be null and void.
6. Any notices required by this agreement shall be in writing. The mailing of a notice by registered or certified mail, return receipt required, shall be sufficient service. Such notice shall be deemed served on the fourth business day after its deposit with the postal authorities.

Notice to HOMER GLEN:

Village Manager
Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491

Notice to SCHOOL DISTRICT:

School Superintendent
Homer Community Consolidated School District 33C
15733 Bell Road
Homer Glen, IL 60491

7. This Agreement shall constitute the full and complete understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied on any representation, express or implied, not contained in this Agreement. Nevertheless, this Agreement is not intended and shall not be construed so as to repeal, terminate or amend any other agreement to which the parties hereto have executed.

8. If any provisions of this Agreement shall be declared illegal, invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. In lieu of such illegal, invalid or unenforceable provisions, there shall be automatically added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.
9. This Agreement, including the attached exhibit, may be amended only with the mutual consent of the parties by a duly executed written agreement.
10. No waiver by either party of any breach of any term, covenant or agreement hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or agreement. No covenant, term or agreement of this Agreement shall be deemed waived by either party unless waived in writing.
11. The parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture between HOMER GLEN and SCHOOL DISTRICT with respect to the property. This Agreement does not grant any interest in any real property.
12. No agent, servant or employee of HOMER GLEN shall under any circumstances be deemed an agent, servant or employee of SCHOOL DISTRICT. Similarly, no agent, servant or employee of SCHOOL DISTRICT shall under any circumstances be deemed an agent, servant or employee of HOMER GLEN.
13. This Agreement may be not amended or assigned without the prior written consent of each of the parties hereto.

HOMER GLEN

By: Michael S. [Signature]

Its: Village Manager

Date: 4/26/18

HOMER COMMUNITY CONSOLIDATED SCHOOL DISTRICT 33C

By: Christi Tyler

Its: Assistant Superintendent for Business

Date: May 22, 2018