

INTERGOVERNMENTAL AGREEMENT
Homer Township Road District and Village of Homer Glen
2019 Homer Community Festival

This INTERGOVERNMENTAL AGREEMENT (hereinafter "IGA") enacted this 23RD day of JANUARY, 2019 between the HOMER TOWNSHIP ROAD DISTRICT (hereinafter the "Road District") Will County, Illinois, a unit of local government 14400 West 151st Street, Homer Glen, Illinois and the VILLAGE of HOMER GLEN (hereinafter the "Village") Will County, Illinois, 14240 West 151st Street, a unit of local government is solely for the mutual benefit of all parties involved during the set-up, operation and tear down of the HOMER COMMUNITY FESTIVAL (hereinafter the "FEST"); will not cause to enhance nor degrade any terms within the existing Intergovernmental Agreement (dated January 3, 2003 now in place and active for the purpose of maintaining the Road Rights of Way within the Village boundaries) and; will expire forty-eight (48) hours after the termination of the Fest.

WHEREAS, the Village is the proprietor of the Fest, a community festival being held on Village lands beginning on or around Thursday, June 20 and ending on Sunday, June 23, 2019.

WHEREAS, the Road District has property for the parking for the Fest.

WHEREAS, the Road District has personnel and equipment for the logistical requirements for the Fest.

WHEREAS, the Road District has personnel for the management of the Fest.

WHEREAS, the Village desires to utilize the Road District's personnel and equipment for the Fest.

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 considerations of the grants, covenants and conditions of this IGA, it is hereby agreed to as follows:

1. The Road District will allow access to and use of its open areas for the purpose of staging, parking, bus terminals and pedestrian walkways for the Fest.
2. The Road District will provide personnel to manage the staging, parking, bus terminals and pedestrian traffic for the Fest.
3. The Road District will provide ancillary personnel to assist with the management of the Fest.
4. The Road District will determine its costs by compiling the hours worked by full time and seasonal Road District employees beyond their normal scheduled 40 hour work week and all

of the hours worked by employees hired solely for the Fest and provide the Village with an accounting of said costs.

5. The Village will agree to compensate the Road District for its cost in an amount not to exceed: EIGHT THOUSAND DOLLARS (\$8,000.00).
6. The Village agrees to settle all claims for compensation (not to exceed \$8,000.00) within sixty (60) days of billing from the Road District.
7. The relationship between the Road District and the Village is one of customer to independent contractor, not one of employer-employee, partnership or joint venture. In performing its duties, the Road District must act at all times as an independent contractor and not as an employee, agent or representative of the Village and will not be entitled to the benefits provided by the Village to its employees. The Road District has the sole responsibility to pay any and all Federal, State and local income and self-employment (i.e. social security) taxes relating to the activities of the Road District.
8. No agent, servant or employee of the Road District shall under any circumstances be deemed an agent, servant or employee of the Village.
9. The Road District, its employees and contractors shall indemnify and hold harmless the Village and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss damages, fines, penalties, attorney's fees and litigation expenses (collectively, "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Road District or any of its officers, officials, employees, contractors or agents related to services performed under this Agreement. The Village, its employees, and contractors shall indemnify and hold harmless the Road District and any of its officers, officials, employees, or agents from any and all Loss arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Village or any of its officers, officials, employees, contractors or agents related to the terms of this Agreement..

Village of Homer Glen



George Yukich, President

Homer Township Road District



Mike De Vivo, Commissioner