

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOMER GLEN
AND THE TOWNSHIP OF HOMER OF WILL COUNTY, ILLINOIS
CONCERNING VILLAGE USE OF TOWNSHIP PROPERTY FOR PUBLIC PARKING DURING THE HOMER
COMMUNITY FESTIVAL ON THURSDAY, JUNE 20, 2019 THROUGH JUNE 23, 2019**

This Agreement, dated 12th day of March, 2019, is made by and between the Village of Homer Glen, hereinafter referred to as "Village" and the Township of Homer, hereinafter referred to as "Township".

WHEREAS, the Village is a home rule unit of local government within Will County organized and existing under the laws of the State of Illinois; and

WHEREAS, the Township is a unit of local government within Will County organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including townships and municipalities, to cooperate with each other in order to accomplish common goals and objectives, and to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

Whereas, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government, including townships and municipalities, to exercise jointly any powers, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the Village is the proprietor of the 2019 Homer Fest, a community festival being held on Village properties from June 20th through June 23, 2019; and

WHEREAS, the Township owns property commonly known as Town Center Park, 14354 W. 151st Street, Homer Glen, Illinois; and property commonly known as the Homer Township Administrative Offices, 14350 W. 151st Street, Homer Glen, Illinois; and

WHEREAS, the Township and the Village desire to set forth herein the terms and conditions concerning the granting of use of property by the Township to the Village for pedestrian crossing and public parking during the community festival as stated above; and

WHEREAS, the proposed location of public parking and pedestrian crossing is the area(s) denoted on Exhibit "A" to this Agreement; and

WHEREAS, it is acknowledged there are times from June 20-23, 2019 where the properties are not available for the exclusive purposes of festival parking and pedestrian crossing because of Township business operations and previously scheduled use by the Homer Athletic Club as denoted on Exhibit "B" to this Agreement;

WHEREAS, the Township and the Village have duly authorized their respective presiding officers to enter into and execute this agreement. The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village and of the Township are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

Section 1. Incorporation of Recitals: The parties agree that the recitals have been incorporated by reference into the rest of the Agreement as if fully set forth herein.

Section 2. Village's Responsibilities:

- A. At least two weeks prior to the festival the Village shall provide to the Township a Certificate of Insurance naming Homer Township as an additional insured with respect to the use of Township property. The Village will designate and name the Township as additional insured on the Village's policy of Comprehensive General Liability.
- B. The Village acknowledges that the Township does not carry insurance coverage for alcohol consumption and the Township has a policy that does not permit alcohol consumption on its properties.
- C. The Village shall insure, indemnify, defend and hold harmless the Township, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement.
- D. The Village agrees to provide supervision, enforcement and control of festival traffic, parking and pedestrian activity occurring on Township property. The management is to be provided by competent adult(s) and/or law enforcement professionals as necessary. It is agreed that Homer Township is in no way responsible for the supervision, direction, damage, theft, injuries, alcohol consumption, illegal activities or any other damages as a result of this engagement under the direction of the Village.
- E. The Village shall ensure that attendee's vehicles are parked only in the areas designated for parking. Parking is not allowed on Township lawns or athletic fields. The Village will ensure that the site is cleared each night at the end of the event with the litter and garbage removed leaving the grounds in a clean, orderly manner.
- F. The Village agrees that no alteration, destruction or addition will be made to the Township property. No temporary or permanent buildings, structures or paths shall be placed upon the Township property.
- G. The Village will not consent to or direct vendors, entertainers, commercial uses or any other activities to be conducted upon Township property beyond those specified in this agreement.
- H. The Village agrees to make the Township property and parking available and accessible to the Township and Homer Athletic Club as designated in Exhibit "B".
- I. If sports field lighting is requested by the Village for the festival, the Village agrees to provide notice to the Township at least one month in advance of the event. The township will arrange for the lighting to be turned off and on by its employee(s). The Village agrees to reimburse the Township the cost of staff and electricity should the sports field lighting be requested to be used during the event.
- J. The Township currently provides for trash receptacles and portable restrooms on the site for ordinary public use. The contractors used by the Township meet its required insurance and policy standards and are its preferred contractual providers. If the Village desires the contractor(s) provide extra portable restrooms or trash removal at the site, the Village

agrees to provide notice and specifications to the Township at least one month in advance of the event and will reimburse the Township for the additional charges. If it is determined that extra removal, supplies and cleanings are required to service the restrooms or trash as a result of the increased festival participation, the Village agrees to use the approved contractor(s) to service their components and will reimburse the Township for the additional charges.

- K. The Village concurs they will not be provided access to any additional Township buildings, utilities, restrooms, landscape or infrastructure without the conveyed written permission of the Township Supervisor and/or Board.
- L. The Village agrees to assume responsibility for any damages to Township property or additional expenditures required as a result of its use for the festival. The Village will notify the Township Supervisor and/or the Township will notify the Village President as soon as they become aware of any damages, injury, illegal activities, altercations, vandalism or theft. The Village agrees to be financially responsible to restore the Township property as close as possible to its original condition. The Township at its sole discretion will direct any repairs, contractors or services to be performed and will invoice the Village.

Section 3. Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the Township as a unit of local government under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the Township.

Section 4. The Township reserves the right to cancel and withdraw this agreement at its discretion in the event of severe weather conditions, safety issues, damage control, disorderly conduct, danger concerns or noncompliance with the terms of this agreement.

Section 5. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

Section 6. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

Section 7. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provisions, clause, word or designation contained herein.

Section 8. Notices to the parties shall be in writing and delivered to the parties at the following addresses:

If to the Village:

Mayor George Yukich
14240 W. 151st Street
Homer Glen, IL 60491
Phone: 708-301-0632
Fax number: 708-301-8407
Cell: 708-548-3268
Email: mayoryukich@homerglenil.org

If to the Township:

Pam Meyers, Township Supervisor
14350 W. 151st Street
Homer Glen, IL 60491
Cell phone: 815-955-9262
Business Phone: 708-301-0522
Business Fax: 708-301-7043
Email: p.meyers@homertownship.com

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered. Notice given by mail shall be effective on the third business day after posting.

In Witness Whereof, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

VILLAGE OF HOMER GLEN

HOMER TOWNSHIP

By 
Village President

By 
Township Supervisor

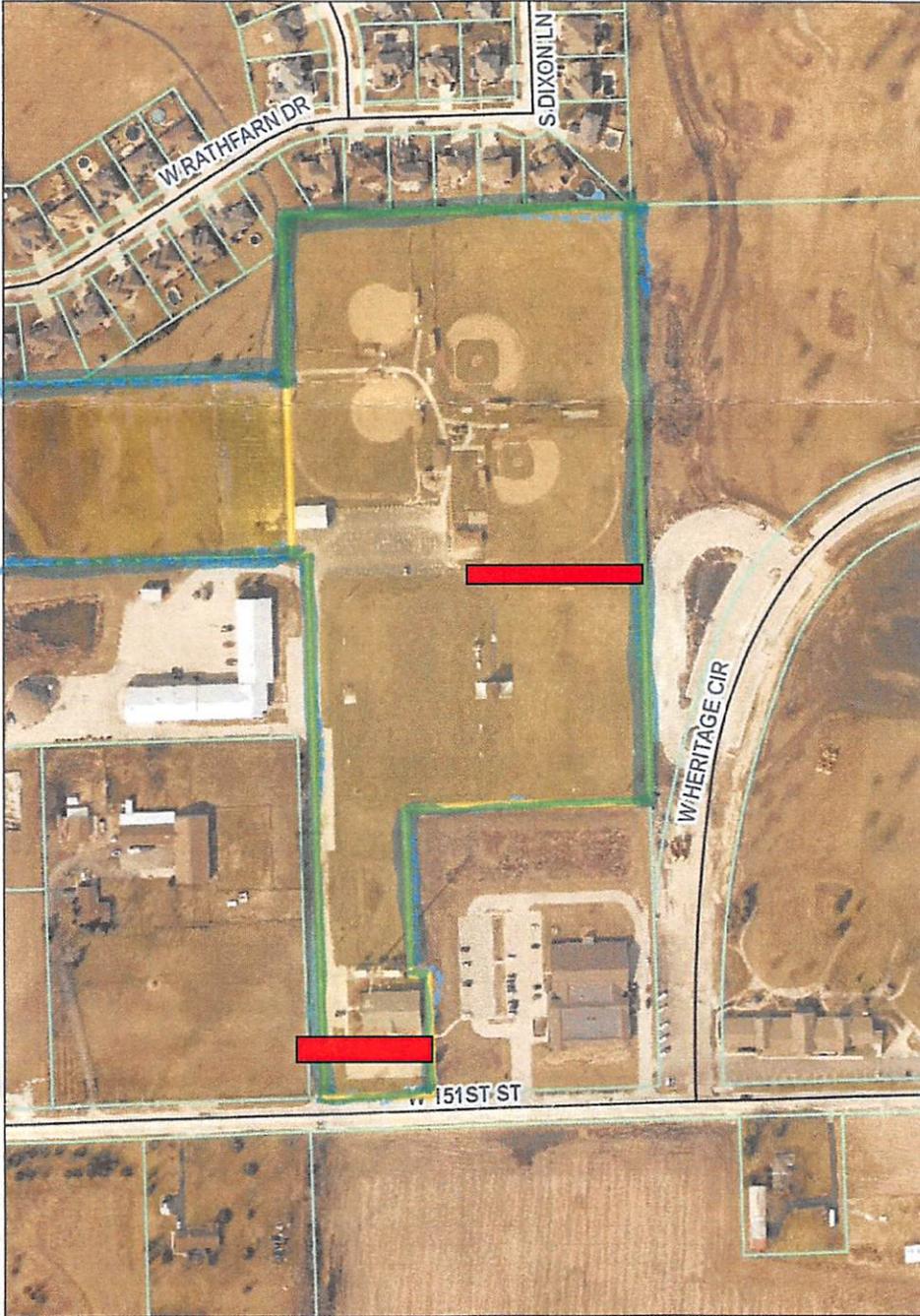
ATTEST:

By 
Village Clerk

By 
Township Clerk



EXHIBIT "A"



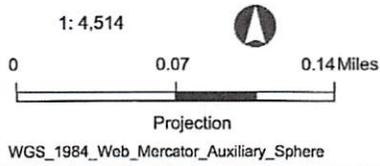
- Legend**
- Roadways
 - Federal
 - State
 - County
 - Local and Private
 - Parcels
 - Surrounding Counties
 - Townships



Denotes areas intended for public walkways from parking lots to Homer Festival. Drawings are not to scale and slight deviations may occur due to topography.

Notes

Date: 2/6/2019



Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to gis@willcountyillinois.com.

Exhibit "B"
PREVAILING EXCLUSIONS

- **HOMER TOWNSHIP** has established business hours Monday through Friday from 8:00 a.m. to 4:00 p.m. The Township and employees must have access to its building and parking lot on Thursday and Friday (June 20 & 21) during business hours and for approximately 15 minutes before and after.

- **HOMER ATHLETIC CLUB** has reserved the following dates and times for the use of the property and parking areas to conduct their recreational baseball program:
 1. Thursday, June 20, 2019: Complex closed to HAC activities
 2. Friday, June 21, 2019: Complex closed to HAC activities
 3. Saturday, June 22, 2019: Full access to HAC until 3:00p.m.
 4. Sunday, June 23, 2019: Full access. They will conduct all games with all time slots available to HAC.