

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOMER
GLEN AND THE HOMER TOWNSHIP ROAD DISTRICT OF WILL
COUNTY, ILLINOIS
CONCERNING VILLAGE USE OF ROAD DISTRICT PROPERTY FOR PUBLIC PARKING AND
ACCESS DURING THE HOMER COMMUNITY FESTIVAL ON THURSDAY, JUNE 23, 2022
THROUGH JUNE 26, 2022

This Agreement, dated 23rd day of February, 2022, is made by and between the Village of Homer Glen, hereinafter referred to as "Village" and the Homer Township Road District, hereinafter referred to as "Road District".

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 Road District 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 road districts 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 road districts 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 2022 Homer Fest, a community festival being held on Village properties from June 23rd through June 26, 2022; and

WHEREAS, the Road District owns property, 14500 W. 151st Street, Homer Glen, Illinois; and

WHEREAS, the Road District and the Village desire to set forth herein the terms and conditions concerning the granting of use of property by the Road District 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, the Road District 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 Road District 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 Road District a Certificate of Insurance naming Homer Township Road District 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 shall insure, indemnify, defend and hold harmless the Road District, 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.
- C. The Village agrees to provide supervision, enforcement and control of festival traffic, parking and pedestrian activity occurring on Road District property. The management is to be provided by competent adult(s) and/or law enforcement professionals as necessary. It is agreed that Homer Township Road District 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.
- D. The Village shall ensure that attendee's vehicles are parked only in the areas designated for parking. 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.
- E. The Village agrees that no alteration, destruction or addition will be made to the Road District property. No temporary or permanent buildings, structures or paths shall be placed upon the Road District property.
- F. The Village will not consent to or direct vendors, entertainers, commercial uses or any other activities to be conducted upon Road District property beyond those specified in this agreement.
- G. The Village agrees to assume responsibility for any damages to Road District property or additional expenditures required as a result of its use for the festival. The Village will notify the Highway Commissioner and/or the Road District will notify the Village Manager 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 Road District property as close as possible to its original condition. The Road District 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 Road District as a unit of local government under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the Road District.

Section 4. The Road District 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 Road District:

Brent Porfilio, Highway Commissioner
14500 W. 151st Street
Homer Glen, IL 60491
Cell phone: 708-609-4917
Business Phone: 708-301-0246
Email: b.porfilio@homerhighway.com

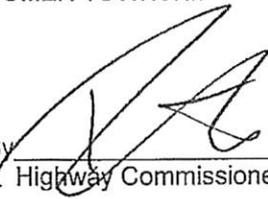
Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered. Notice given by mail shall be effective on the third business day after posting.

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

By 
Village President

HOMER TOWNSHIP

By 
Highway Commissioner

ATTEST:

By 
Village Clerk

Exhibit A

