

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HOMER GLEN
AND
THE HOMER TOWNSHIP PUBLIC LIBRARY DISTRICT
OF WILL COUNTY, ILLINOIS
FOR THE CREATION OF A PEDESTRIAN PATH
CONNECTING TO THE HERITAGE PARK
AND VILLAGE PARKING LOT PROPERTY**

This Agreement, dated this 24th day of August, 2022, is made by and between the Village of Homer Glen, hereinafter referred to as "Village," and the Homer Township Public Library District, herein after referred to as "Library".

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 Library 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 Library owns certain real property commonly known as the Homer Township Public Library, 14320 W. 151st Street, Homer Glen, Illinois; and

WHEREAS, the Village owns certain real property commonly known as the Village Hall and Heritage Park, 14240 W. 151st Street, Homer Glen, Illinois; and

WHEREAS, the Library and the Village desire to create a pedestrian path between their respective properties to assist with pedestrian crossing and public parking during community festivals and events; and

WHEREAS, the proposed location of pedestrian path is reflected on Exhibit "A" attached hereto and made a part of this Agreement; and

WHEREAS, the Library has agreed to pay for all related expenses and construction

B. The Library will notify the Village of the construction schedule, shall provide copies of all construction plans, and shall provide progress updates to allow for necessary inspections of the path construction.

C. The Village agrees to make Village parking available and accessible to the Library during special events.

D. The Village will not consent to or direct vendors, entertainers, commercial uses or any other activities to be conducted upon Library property.

Section 4. Library Responsibilities:

A. The Library shall insure, indemnify, defend and hold harmless the Village, 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 resulting from its negligence, including the execution and performance of this Agreement.

B. The Library may provide notice to the Village of any required path maintenance following initial construction of the path. However, nothing herein shall require the Library to engage in any maintenance and the Library shall not be liable for any injury or loss due to the failure to maintain the path.

C. The Library agrees to make Library parking available and accessible to the Village during special events.

D. The Library will not consent to or direct vendors, entertainers, commercial uses or any other activities to be conducted upon Village property.

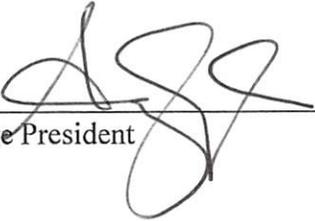
E. The Library will construct the pedestrian path as shown on Exhibit "A" and pay for necessary materials and equipment. The pedestrian path shall be approximately 70 feet long and will be 5 feet wide. The path will be constructed with 5 inches of portland cement concrete with 6 inch by 6 inch W1.4xW1.4 welded wire fabric on a 2 inch bed of CA- 6 crushed aggregate. An 8 foot long, 8 inch pvc pipe culvert with appropriated end covers will be placed at the bottom of the existing swale. The Library shall be responsible for, and shall pay for, any continued maintenance requirements of the pedestrian path and culvert while the Easement is in effect. The pedestrian path and culvert shall be constructed and maintained in a reasonable manner as required by law subject to the inspection and approval by the Village representative.

Section 5. Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the Library as a unit of local government under Illinois statutory or common law, such privileges and immunities being specifically reserved by the Library.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the proper authorities of the respective parties.

VILLAGE OF HOMER GLEN

**HOMER TWP. PUBLIC LIBRARY
DISTRICT**



Village President



Executive Library Director

ATTEST:



Village Clerk



Library Board President

