

**AGREEMENT BETWEEN THE VILLAGE OF HOMER GLEN AND
HOMER TOWNSHIP REGARDING THE ADMINISTRATION AND
SHARING OF EXPENSES FOR HOMER HARVEST DAYS 2015**

This Agreement is made and entered into this 4 day of June, 2015, by and between the Village of Homer Glen ("Village"), and Homer Township ("Township").

WHEREAS, the Village and Township each consider Homer Harvest Days to be an important special event to celebrate the rich heritage of the community; and

WHEREAS, the Village and Township also consider that Homer Harvest Days is a special event that benefits the residents of the community; and

WHEREAS, the Village and Township have each decided to act as co-sponsors of Homer Harvest Days; and

WHEREAS, the Village and Township have agreed that to adequately promote Homer Harvest Days and assure its success, each governmental entity should share in the payment of costs and expenses incurred to conduct the event; and

WHEREAS, the Village and Township have each determined that it is mutually beneficial to memorialize this administrative and cost-sharing agreement; and

WHEREAS, the Village and Township have duly authorized their presiding officers to enter into this Agreement that shall remain in effect until February 1, 2016 and may be renewed thereafter at the discretion of their respective corporate authorities;

NOW THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the Village and Township hereby agree as follows:

1. **Incorporation:** Each recital set forth above is incorporated herein by reference as if fully set forth herein and they constitute material terms and provisions of this Agreement.
2. **Administration:** It is agreed that Homer Township will perform the administrative and site management functions associated with the Homer Harvest Days event.

1. **Cost-Sharing:** The Village and Township agree that each will contribute to the payment of costs and expenses incurred to conduct Homer Harvest Days. The Village will contribute the sum of Ten Thousand Dollars (\$10,000.00) and the Township will contribute the sum of Five Thousand Dollars (\$5,000.00). Neither governmental entity will have any obligation pursuant to the terms of this Agreement to contribute or pay any money in excess of the dollar limitations set forth herein. The Township will continue its abiding contributions associated with furnishing the event site property, performing site maintenance and providing administrative functions of the event. It is anticipated that additional revenue will be generated from sponsorships, contributions and vendor fees ("additional revenue"). The Village and Township contributions and additional revenue will be utilized to pay the costs and expenses associated with Homer Harvest Days. An accounting of all income and expenses will be provided by the Township no later than November 30, 2015. Excess funds, if any, will be returned two-thirds to the Village and one-third to the Township no later than December 31, 2015. It is understood that the Village and the Township are to be identified as co-sponsors of the Homer Harvest Days event on all materials, banners and websites that so list sponsors.

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2. **Liability Sharing:** The Village agrees to add the Township to their insurance policy with coverage for the dates of the event with respect to use of township property as an additional insured. The Village and Township agree to share equally the cost of any unforeseen damages which are not covered by insurance to the property or associated equipment (rented, owned or leased) attributed to or as a result of conducting the event in order to restore said property to pre-event condition or to replace the damaged, lost or stolen equipment.
3. **Committee Membership:** A Committee shall be formed consisting of an equal number of members appointed by the Village and the Township, at their respective discretions, in accordance with their respective ordinances. The Committee shall make recommendations to the Township for the organization and administration of the event.
4. **Administration of Income and Expenses:** The Township will be primarily responsible for the administration of the event. All contracts, agreements, bills, invoices and other expenses shall be reviewed by the Committee in advance and put forth to the Township for final review, approval and execution by the Township Supervisor. In accordance with the Township's traditional accounting procedures, the Town Board will review the bills at their monthly Board meetings. The Township shall have the option of requiring the Village's advance of funds at the time that payments to third parties are required or of waiting until the accounting is completed.
5. **Financial Accounting:** All contracts, agreements, bills, invoices, expenses, contributions and donations shall be submitted to Homer Township within 5 days of their receipt. Once approved, reimbursements and payments to the vendors will be made in a timely manner by Homer Township. A complete, final accounting of the event revenues and expenditures shall occur as soon as practicable, but, not later than November 30, 2015; at which time the Township agrees to provide the Village with a copy of the accounting report.
6. **EMA Services:** In accordance with past practices for the Homer Harvest Days Event, it is agreed that the Village of Homer Glen's Emergency Management Agency (EMA) will continue to attend and service the event in a substantially similar fashion as to that of the services provided for the 2014 event, a non inclusive list herewith attached as "Exhibit A". If the Township, as the primary administrator of the event and property, determines that emergency services in addition to those provided by the Village EMA are required, nothing in this agreement prohibits such action at the Township's discretion.

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7. **Entire Agreement:** This Agreement represents the entire Agreement between the Village and Township and supersedes all prior negotiations, agreements, resolutions, motions or parts of agreements. This Agreement and any amendments hereto shall be binding upon and inure to the benefit of the heirs, successors, assigns, partners and/or legal representatives of the Village and the Township. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original but both of which shall constitute one and the same agreement.
8. **Severability.** In the event that any section, paragraph or provision of this Agreement is invalid or unenforceable for any reason, the invalid or unenforceable section, paragraph or provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority vested in each according to law and pursuant to a duly adopted motion of their corporate authorities respectively, have caused this Agreement to be signed by their duly authorized officers and the corporate seals to be properly affixed thereto.

DATED this 4 day of June, 2015.

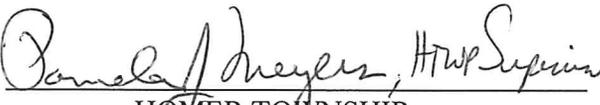
By: 
VILLAGE OF HOMER GLEN
President/Mayor

Dated: 5-21-15

ATTEST:

VILLAGE OF HOMER GLEN
Clerk

Dated: 5-22-15

By: 
HOMER TOWNSHIP
Supervisor/Treasurer

Dated: 6/4/15

ATTEST:

HOMER TOWNSHIP
Clerk

Dated: 6/4/15

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EXHIBIT A

NON-INCLUSIVE EMA SERVICES LIST

Equipment provided by Village of Homer Glen EMA:

Main generator for food tent – 25000 watts.
Portable generator for stage area – 3500 watts.
Portable generator for misc use – 5500 watts.
12 VHF portable radios for event staff to use.
5 pop up tents – usually stored at EMA.
20 small barricades for signs on site.
2 large barricades for entry to site.
20 traffic cones on street for pedestrian safety.
John Deere Gator for site (moving equipment around) and emergency use.

Service provided by Village of Homer Glen EMA:

1 person at main entrance to manage vendor and handicap entry.
1 person at communications van to monitor all event communications.
1 person at Oak Prairie School to assist with traffic and parking.
1 person available for other duties and to provide relief to EMA members.
Other duties as needed during the event.

Village of Homer Glen EMA vehicles on site:

Unit 1180, barricade and traffic cone supply truck, also tows the Gator trailer.
Unit 1185, Communications Van.
Unit 1187, Power and lighting truck.
Unit 1186, Equipment truck, portable generators, tents, other equipment.