

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOMER GLEN,  
THE HOMER TOWNSHIP ROAD DISTRICT, AND HOMER TOWNSHIP TO CO-  
SPONSOR THE HOMER GLEN & HOMER TOWNSHIP COMMUNITY FESTIVAL

This Agreement is made and entered into this 22<sup>nd</sup> day of November, 2016, by and between the Village of Homer Glen (“Village”), The Homer Township Road District (“Road District”) and Homer Township (“Township”).

WHEREAS, the Village, Road District, and Township have each decided to act as co-sponsors of a celebratory event (“Event”) to be conducted June 22 thru June 25, 2017 and to be referred to as the Homer Glen & Homer Township Community Festival; and

WHEREAS, the Village, Road District and Township have agreed that to adequately promote the Homer Glen & Homer Township Community Festival 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, Road District and Township have each determined that it is mutually beneficial to memorialize this cost-sharing agreement; and

WHEREAS, the Village, Road District and Township have duly authorized their presiding officers to enter into this Agreement.

NOW THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the Village, Road District 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. Cost-Sharing. The Village agrees to advance the sum of Twenty Thousand Dollars (\$20,000.00), the Township and Road District agree to advance the sum of Ten Thousand Dollars (\$10,000.00) each, for the payment of costs and expenses incurred to conduct the Homer Glen & Homer Township Community Festival. The Village, Road District and Township will be reimbursed for any such expenditures from the net proceeds of all contributions, donations and income produced by the event. 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. In the event that the net proceeds of the event is Forty Thousand Dollars (\$40,000.00) or more, the Village, Road District and Township shall be fully reimbursed for their advances; in the event that the net proceeds of the event are less than the amounts advanced, reimbursement shall be on a pro-rata basis. All bills will be submitted to the respective entities in a timely manner and no later than September 1, 2017 with reimbursement made to the respective entities no later than September 30, 2017.

3. Administration of Income and Expenses. The Village will be primarily responsible for the administration of income and expenses. All contracts, agreements, bills, invoices and other expenses shall be jointly approved by the Village and the Township. Each shall inform the other as to the person who will approve on behalf of the Village and the Township. In the absence of such designation, the Mayor of the Village and the Supervisor of the

Township will be the persons responsible for approval. Prior to acceptance by the Village and Township, all vendor contracts shall be submitted for review and approval by the liability carriers of the respective governmental units. Vendor contracts which involve a service or activity shall provide that the vendor submit a certificate of insurance, with acceptable coverage limits, naming the Village of Homer Glen, Homer Township Road District and Homer Township as additional insured's. For activities requiring a license, said vendor contracts shall contain a provision requiring evidence of proper licensure. After joint approval, the Village will be responsible for payment. An accounting of the income and expenses shall occur as soon as practicable after the Event and payments or disbursements shall be made with 50% of proceeds to be paid to the Road District, 25% to be paid to the Township and 25% retained by the Village. The Road District agrees to provide personnel to man parking lots and certain other Event Site maintenance under the direction of the Road Commissioner. The Village shall have the option of requiring the Township's and Road District's advance at the time that payments to third parties are required or waiting until the accounting is completed.

4. Liability Sharing: The Village agrees to add the Road District and the Township to their insurance policy with coverage for the dates of the event with respect to use of Township and Road District property as an additional insured. The Road District shall provide evidence of Dram Shop Insurance for the event. Dram Shop Insurance coverage for Homer Township and Homer Township Road District will be purchased and evidence provided prior to the event. All parties to this Agreement shall provide General Liability coverage for the Event in amounts that shall be agreed upon by the parties to this Agreement. The Village, Road District 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.

5. Homer Glen and Homer Township Community Festival Committee: A committee shall be formed consisting of an equal number of members appointed by the Village and the Township. The committee shall be responsible for the organization and administration of the event which may include the following activities:

- A. Bands
- B. DJ's
- C. Carnival
- D. Festival Events such as Special Needs Day and Bag Tournament
- E. Fireworks
- F. Food and Soft Drink Sales
- G. Local Businesses
- H. Beer Tent
- I. Parking and Transportation
- J. Parade

6. Entire Agreement. This Agreement represents the entire Agreement between the Village, Road District 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.

7. 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 22<sup>nd</sup> day of November, 2016.

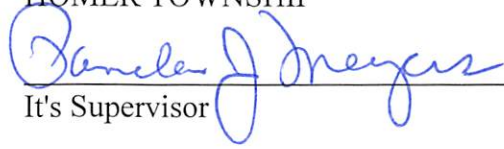
VILLAGE OF HOMER GLEN

By:   
It's President/Mayor

ATTEST:

  
It's Clerk

HOMER TOWNSHIP

By:   
It's Supervisor

ATTEST:

  
Homer Township Clerk

HOMER TOWNSHIP HIGHWAY DEPARTMENT

By:   
It's Road Commissioner

ATTEST:

  
Homer Township Clerk