

**INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES AND STAFF
BETWEEN THE CITY OF PEORIA AND THE TOWN OF THE CITY OF PEORIA**

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement"*) by and between the City of Peoria, Illinois ("*City*"), a home rule municipal corporation of the State of Illinois and the Town of the City of Peoria ("*Township*"), a non-home rule unit of government of the State of Illinois (sometimes collectively referred to as "*Governments*" or "*Parties*" or individually as "*Government*" or "*Party*") is entered into this ____ day of _____, 2022.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any powers, privileges, functions or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred or enjoyed jointly with another public agency; and,

WHEREAS, the Governments experience variations in workload from time to time that may strain an individual Government's resources; and,

WHEREAS, there are opportunities for the Governments to share different knowledge, expertise and equipment; and,

WHEREAS, as a Co-Terminus Township and City, the Clerk for the Township and the Clerk for the City are the same individual; and

WHEREAS, as the Governments share the same Clerk by statute, they would benefit from an employee working in said Clerk’s office dedicating one-half of their time to the City and one-half of their time to the Township; and

WHEREAS, the essential goal of this Agreement is that the Governments cooperate with one another to provide high quality, cost-effective services to their respective constituents.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings hereafter set forth, the Governments agree as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. Authority. The governing bodies of the Parties have duly authorized their respective executive officers to enter into and execute this Agreement.

Section 3. Services. As of the Date of this Agreement, the City (specifically, the Clerk) shall employ and supervise an individual in its office that will generally perform the following duties:

TOWN	CITY
Prepare agendas and minutes for the Annual Town Meeting	Answer phones/greet customers
Prepare agendas and minutes for the Annual Board Meeting	Perform mail duties – incoming/outgoing
Process Ordinances, Resolutions and Agreements as approved by the Town Board	Research historical documents
Reconcile anticipated expenditures and actual expenditures as approved by the Town Board	Assemble agenda packets for the City Council
Prepare agendas and minutes for the Budget Committee	End of year duties – Organize the City Clerk files to prepare for the new year
Prepare the proper Notices and newspaper publications for public hearings and meetings as needed.	Electronically send agendas for various boards and commissions operating under the Open Meetings Act
End of year duties – Organize the Town Clerk files to prepare for the new year	Process traffic regulation documents
Scan/Organize documents into an electronic system for records retention purposes	Update history book regarding elected officials
Other clerical/bookkeeping duties as assigned	Scan/Organize documents into an electronic system for records retention purposes

Work with the State Archives to ensure the Town Clerk's documents are on the appropriate retention schedule	Other clerical duties as assigned
Prepare certifications of documents as needed and file with the County Clerk	Work with the State Archives to ensure the City Clerk's documents are on the appropriate retention schedule
Prepare Annual Town Meeting agenda packets	Ensure City Departments have a document retention schedule with the State and keep a copy of said schedule in the City Clerk's Office
Prepare Annual Board Meeting agenda packets	Work with other City Departments on a collaborative effort to dispose of records approved by the State
Balance monthly bank statements	Be familiar with the Local Records Act
Bookkeeping duties for the Town Clerk	Assist with follow-up work from City Council Meetings
Serve as backup for the Town Bookkeeper as needed	Maintain all City and Town permanent records in Red Books

Section 4. Cost-Sharing. The Governments agree that the cost of the employee will be shared equally with the City covering all benefits up to 50% of the total cost and the Township covering the remaining 50% of total costs to only cover salary. The City will invoice the Township quarterly for its one-half of the total costs, with the Township remitting reimbursement to the City within sixty (60) days of receipt.

Further, any Worker's Compensation or Liability Claim arising in the course a shared staffing period shall be paid by the Worker's Compensation Policy of the City with the Township reimbursing the City one-half of the total costs paid.

Section 5. No Alteration of Other Power. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of the Governments in any respect, including, their respective powers and duties.

Section 6. No Assignment. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors

and assigns of the units of government as the Parties hereto.

Section 7. Choice of Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Peoria County, Illinois.

Section 8. Severability. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 9. Notices. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the City of Peoria: City Manager
419 Fulton Street
Suite 200
Peoria, IL 61602

With a Copy to: Corporation Counsel
419 Fulton Street
Suite 403
Peoria, IL 61602

If to the Township: LaTrina Leary, Township Supervisor
427 West Main Street
Peoria, Illinois 61606

With a Copy to: John Redingshafer
Mescher, Rinehart & Redlingshafer, P.C.
108 South Wood Street
Washington, Illinois 61571

Or any such other person, counsel or address as any Party hereto shall specify pursuant to this Section from time to time.

Section 10. Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

Section 11. Entire Agreement. This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the Parties and may not be further modified except in writing acknowledged by each Party.

Section 12. Indemnity.

12.a. The Township shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage and/or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the Township or its officers, agents, or employees in its performance or non-performance of this Agreement.

12.b. The City shall defend, indemnify, and hold harmless the Township, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the City or its officers, agents, or employees in its performance or non-performance of this Agreement.

12.c. Each Party agrees to promptly notify the other Party of any threatened or pending claims and agree to raise as defenses all civil immunities provided by law.

Section 13. Term of Agreement. This Agreement shall be in full force until May 15, 2025 and may be renewed upon agreement of the Parties in writing after that date; provided however, any Party may terminate this Agreement by providing sixty (60) calendar days' advance written notice to the other Parties. In such a case, this Agreement shall remain in full force and effect as to and between the remaining Parties.

Section 14. Amendment. This Agreement may be amended only with written consent of all Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Peoria, Illinois.

City of Peoria

By: _____
Mayor

Attest:

City Clerk

Peoria Township

By: _____
Township Supervisor

Attest:

Town Clerk