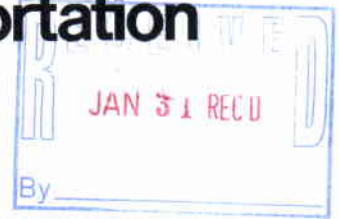




Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111



January 29, 2018

Scott D. Reeise, Director of Public Works
City Engineer
3505 N. Dries Lane
Peoria, Illinois 61604-1210

Dear Mr. Reeise:

Enclosed are the signed copies of the *Memorandum of Understanding* ("MOU") between the City of Peoria and the Illinois Department of Transportation. Please note that a signature from Mayor Ardis is still required on one of the copies.

Thank you for your cooperation. If you need anything else related to this matter, please feel free to contact Mr. Ben McCauley, District 4 Administrative Manager, by calling (309) 671-4850.

Sincerely,

A handwritten signature in blue ink that reads "Kensil A. Garnett".

Kensil A. Garnett, P.E.
Region Three Engineer

BJM/kjg

P:\Susie's P Drive\Winword\LETTERS\SReeise_MOU_SignedParkingSpaceAgrmnt012918.docx

Enclosures

cc: File

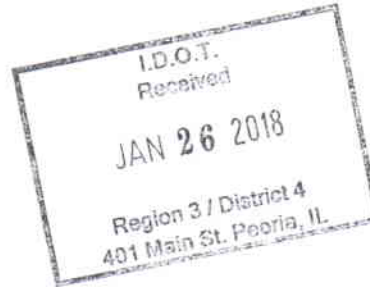


Department of Public Works



HAND DELIVERED

January 24, 2018



Mr. Kensil Garnett, P.E.
Deputy Director of Highways
Region Three Engineer
Illinois Department of Transportation
401 Main Street
Peoria IL 61602-1111

COPY

DEPUTY DIRECTOR	HAG	012718
FILE		
ADMIN.	X	
IMPLEMENTATION		
LOC. RDS.		
OPERATIONS		
PROGRAM DEVELOPMENT		
REPLY		
PREPARE REPLY FOR D.D. SIGN		
INVESTIGATE & REPORT	X	
RETURN		

Re: **MEMORANDUM OF UNDERSTANDING BETWEEN ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE CITY OF PEORIA**

Dear Kensil:

Enclosed are four (4) originals of a Memorandum of Understanding between the Illinois Department of Transportation (IDOT) and the City, which have been signed.

Please review and return signed originals to me at your earliest opportunity. Please do not hesitate to contact me, at 309-494-8818, if you have any questions regarding this memorandum.

Very truly yours,

Scott D. Reise
Director of Public Works
City Engineer

/ss

3505 N. Dries Lane
Peoria, IL 61604-1210
(309) 494-8800
(309) 494-8855

**Memorandum of Understanding Between
Illinois Department of Transportation and the City of Peoria**

This Memorandum of Understanding ("MOU") is entered into this 1st day of November, 2017, by and between the Illinois Department of Transportation ("IDOT") and the City of Peoria (the "City"), collectively "Parties," for the purpose of establishing general terms and conditions for use by IDOT of one hundred and ten (110) parking spaces on City owned parking lots or decks.

WHEREAS, IDOT and the City are governmental agencies of the State of Illinois;

WHEREAS, IDOT wishes to use 110 parking spaces on City owned parking lots, decks, or garages for parking for IDOT personnel;

WHEREAS, the CITY previously agreed in an Agreement dated May 21, 2004, to accept maintenance and take jurisdiction of the parking lots, which lots were on IDOT owned property and which were constructed by IDOT, for purposes of the parking public to use to park their personal vehicles;

WHEREAS, said parking lots which the CITY has previously agreed to accept maintenance and take jurisdiction of, and of which the CITY wishes to continue to make use of, include the parking lots located at Spalding Avenue (between Madison Street and Jefferson Street); at the east quadrant of Fayette Street and Madison avenue; and at Fayette Street (between Adams and Washington);

WHEREAS, the CITY wishes to continue to make use of the aforementioned parking lots on IDOT owned property;

NOW, THEREFORE, the Parties understand and agree to the following:

1. The CITY will permit use by IDOT of 110 parking spaces on CITY owned parking facilities for the purpose of parking for IDOT personnel;
2. IDOT agrees to use the 110 parking spaces on CITY owned parking facilities only for parking purposes;
3. IDOT further agrees to allow the CITY to continue to accept maintenance and take jurisdiction of the parking lots on IDOT owned property;
4. The CITY understands if it violates this MOU by failing to continue to maintain the parking lots referenced herein, in violation of this MOU, it will be liable to IDOT for any damages caused to the premises by such violation and IDOT may terminate this agreement immediately; and
5. The CITY also understands that it will hold the State harmless from any suits arising from the maintenance and/or use of the CITY owned parking facilities and from the maintenance and/or use of the IDOT owned parking facilities that the CITY maintains.

6. **Record Retention.** Each party shall maintain, for a minimum of three (3) years after the completion of this MOU, or for a longer period if required by applicable federal laws and regulations, adequate books, records, and supporting documents to verify all relevant activity, and the amounts, recipients, and uses of the disbursement of funds passing in conjunction with the Agreement. The Agreement shall be available for review and audit by each party, the Auditor General of the State of Illinois and the Federal government.

Each party agrees to cooperate fully with any audit conducted by the Auditor General, Office of the Inspector General, and/or other authorized state or federal government agency and to provide full access to relevant materials.

7. **Term.** The Term of this MOU shall commence on the date this MOU is executed by both parties and terminate on 30 June 2019. This MOU may be extended for four additional periods of two (2) years upon written agreement of both Parties, with the following consecutive renewal periods:

Renewal #1: 01 July 2019 – 30 June 2021

Renewal #2: 01 July 2021 – 30 June 2023

Renewal #3: 01 July 2023 – 30 June 2025

Renewal #4: 01 July 2025 – 30 June 2027

8. **Termination.** Either Party may terminate this MOU at any time, with or without cause, with 30-day advanced written notice to the other Party.
9. **Notice.** All written notices, requests and communications, unless specifically required to be given by the specific method, may be: (i) delivered in person, (ii) transmitted by electronic communications; or (iii) transmitted by facsimile, producing a document indicating the date and time of successful transmission, to the address or facsimile number set below.

To CITY: City Hall
 Office of the Mayor
 419 Fulton St., Suite 207L
 Peoria, IL 61602
 Telephone:

To IDOT: Director of Finance and Administration
 Illinois Department of Transportation
 2300 S. Dirksen Parkway
 Springfield, Il 62764
 Telephone: 217-785-5395

10. **Modification.** The parties may, by mutual consent, amend this agreement. Amendments shall be in writing and signed by the parties.

11. **Entire Contract.** The MOU, including any attachments or amendments, constitutes the entire MOU between the parties concerning the subject matter of this MOU. Modifications and waivers must be in writing and signed by the authorized representatives of the parties.
12. **Severability Clause.** If any provision of this MOU is found to be invalid, such invalidity shall not affect the validity of the remaining portions of this MOU.
13. **Prevailing Law.** This MOU shall be governed in all respects by the laws on the dates mentioned below.


FINALLY BE IT RESOLVED THAT, the undersigned understand and accept the roles and responsibilities assigned to each of the parties.

For IDOT:

For the CITY of PEORIA:


Kensil A. Garnett
Region 3 Engineer

012910
Date


Jim Ardis
Mayor, City of Peoria

1/12/18
Date