

[Revised]

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF PEORIA AND THE PEORIA COUNTY AND PEORIA
COUNTY TREASURER
PERTAINING TO BILLING OF REFUSE & GARBAGE COLLECTION FEES**

This Intergovernmental Agreement (hereinafter referred to as "Agreement") is made as of this _____ day of _____, 2016 between the City of Peoria, Illinois, a municipal corporation, (hereinafter referred to as the "City") and the County of Peoria and the Peoria County Treasurer, (hereinafter referred to collectively as the "County").

RECITALS

WHEREAS, the City and County have reached an Agreement pursuant to authority granted by Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the City Council of the City and the Peoria County Board and Peoria County Treasurer have each determined that it is in the public interest and general welfare of the City and County to cooperate in the billing and collecting the charge imposed for the collection of refuse and garbage fee for refuse pickup service provided by the city through contracts with private waste haulers as prescribed in Section 13-60 of the Code of the City of Peoria; and

WHEREAS, no ordinances or laws prohibit this Intergovernmental Agreement or the transactions provided for herein;

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Agreement shall begin upon approval and execution by each of the parties and both parties shall have the right to terminate upon One-hundred eighty (180) days written notice to the other party.
2. All notices required by this Agreement shall be given at the following addresses either by hand delivery or by certified mail:

For the City:

City Manager
419 Fulton St.
Peoria, IL 61602

For the County:

County Treasurer
324 Main St., Suite G-15
Peoria, IL 61602

3. The Parties agree that Peoria County Treasurer shall be the City's billing agent for the purpose of billing the City's garbage and refuse collection fees as prescribed in Section 13-60 of the Code of the City of Peoria.
4. The Parties agree that commencing in 2016, the City's garbage and refuse collection fees shall be included in the property tax bills issued by the Peoria County Treasurer.
5. Upon the entry of this Agreement, the Parties through its employees and agents shall agree upon the implementation plan for the City's garbage and refuse collection fees to be included in the property tax bills. Failure to reach a mutually acceptable implementation plan by January 31, 2016 shall result in the termination of this agreement.
6. The annual payment of \$150,000.00 to the County Treasurer for its services as a billing agent for the City for the garbage and refuse collection fees shall be invoiced in two equal amounts of \$75,000.00 for payment on June 1 of each year with the City payment due by June 30 of that year and on September 1 of each year with the City payment due September 30 of that year. The Peoria County Treasurer shall provide

reporting to the City on the accounting of the payments attributed to the garbage and refuse collection fees at each distribution.

7. The City shall provide indemnification to and defend the County and its employees and agents on any objections and challenges relating to the implementation of the billing of the City's garbage and refuse collection fees on to the property tax bills as outlined in this Agreement, under the following conditions:
 - a. The County shall provide notice of such objection and/or challenge to the implementation as outlined in this Agreement to the City within 7 days from service of any notice of such objection and/or challenge; and
 - b. The County and its employees and agents shall fully cooperate with the City's office of the corporation counsel in defense of such objection and/or challenge and allow the City's office of the corporation counsel to represent the County and any named employees and agents; and
 - c. The City's office of the corporation counsel shall be given the sole discretion to pursue any and all appeals of any adverse decision rendered by an administrative agency, review body, or a court of competent jurisdiction.
8. This Agreement contains the entire agreement between the parties and no subsequent change or modification shall be effective unless reduced to writing and signed by both parties. The parties agree to meet periodically, no less frequent than annually, to review performance under this Agreement and to resolve any issues that may arise.

CITY OF PEORIA, ILLINOIS,
a municipal corporation

By _____
Its _____

ATTEST:

City Clerk

APPROVED:

Its Corporation Counsel

COUNTY OF PEORIA,
a body politic and corporate

By _____
Its _____

ATTEST:

County Clerk

PEORIA COUNTY TREASURER
