

AGREEMENT
between
THE METHODIST MEDICAL CENTER OF ILLINOIS,
PROCTOR HOSPITAL,
and
CITY OF PEORIA

This AGREEMENT ("Agreement") is made and executed on the last date written below, by and between THE METHODIST MEDICAL CENTER OF ILLINOIS, an Illinois not-for-profit corporation ("MMCI"), PROCTOR HOSPITAL, an Illinois not-for-profit corporation ("Proctor") (hereinafter, MMCI and Proctor shall be referred to together as "HOSPITAL") and the CITY OF PEORIA, an Illinois municipal corporation (hereinafter referred to a "CITY").

R E C I T A L S:

- A. HOSPITAL and CITY desire to enter into a contract for the regulation of traffic and parking on the property owned by HOSPITAL and the enforcement of such regulations by the Police Department and Traffic Engineer of the CITY and such Special Parking Officers as may be appointed by the CITY's Superintendent of Police for that purpose.
- B. HOSPITAL owns and operates certain properties located within the corporate limits of the CITY.
- C. The Illinois Vehicle Code ("Vehicle Code") authorizes a contract between the corporate authorities of a municipality and the lawful owner of a hospital, and such statute enumerates those matters which may be included in such a contract (625 ILCS 5/11-209).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in reliance upon the recitals, set forth above and incorporated by reference herein, the parties hereto agree as follows:

I. HOSPITAL AND CITY DUTIES.

- 1.1 Specific Authority. Pursuant to Section 1.2, HOSPITAL hereby authorizes the CITY to exercise all of the powers enumerated in Section 5/11-209 of the Vehicle Code, except for the installation of parking meters, and in the exercise of such powers to enforce the provisions of the Vehicle Code and the Code of the CITY ("CITY Code"), as now or are hereinafter amended.

- 1.2 Representative Meeting. Representatives of the CITY and HOSPITAL shall meet after the execution of this Agreement to determine what portions of Section 5/11-209 of the Vehicle Code will be enforced on HOSPITAL premises, including, but not limited to, determining what traffic signs, signals or markings are necessary on HOSPITAL property for safe and efficient movement of traffic within the parking areas of HOSPITAL and upon adjacent streets and high ways and the writing of tickets for parking violations of the CITY Code.
- 1.3 Installation and Conformity. HOSPITAL shall bear the cost of installation on HOSPITAL's property(ies) of such signs, signals and markings as are determined pursuant to the meeting set forth in Section 1.2. All signs, signals and markings shall conform to the State Manual and Specifications, as provided in 625 ILCS 5/11-301.
- 1.4 Parking Violation Citations. Except as might conflict with Section 5/11-209 of the Vehicle Code, the schedule of fines and penalties payable to the CITY for parking violations of the CITY Code as now or hereinafter amended shall be applicable to all parking violations prohibited under this Agreement, and citations or violations shall be written upon citation forms provided by the Public Works Director of the CITY. Such citations may be written by members of HOSPITAL's Security Department who are appointed as Special Parking Officers by the CITY's Superintendent of Police for such purposes.
- 1.5 General Authority. The authority contained in this Agreement shall be in addition to, and shall not exclude, any other authority of the CITY existing by reason of any other statute of the State of Illinois or ordinance of the CITY.
- 1.6 Recording. A fully executed copy of this Agreement shall be recorded by HOSPITAL in the office of the Recorder of Deeds of the County of Peoria, as provided by the Vehicle Code.

II. TERM AND TERMINATION.

- 2.1 Term. The promises and obligations contained herein shall commence as of January 14th, 2020, shall continue for a term of (5) years therefrom, and shall thereafter automatically renew/for additional periods of like duration, subject, however, to termination under Section 2.2 herein.
- 2.2 Termination. This Agreement may be sooner terminated on the first to occur of the following:
 - a. Written agreement by both parties to terminate this Agreement.
 - b. In the event either party to this Agreement shall, with or without cause, at any time give to the other at least ten (10) days advanced written notice, this

Agreement shall terminate on the future dates specified in such notice.

III. MISCELLANEOUS

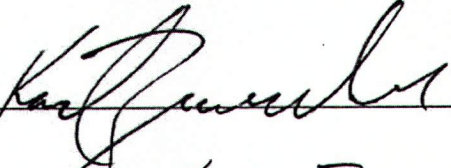
- 3.1. This Agreement constitutes the entire Agreement between the parties and contains all of the terms and conditions between the parties with respect to the subject matter hereunder. HOSPITAL and CITY shall be entitled to no other benefits than those specified herein. This Agreement supersedes any and all other agreements, either written or oral, between the parties with respect to the subject matter hereof. Notice for any purpose under this Agreement shall be given to the person and at the address designated by each party. Any notice or demand so sent shall be deemed to have been given or made three (3) days after the date the same was deposited in the United States Mail.
- 3.2. This Agreement shall be construed and interpreted in accordance with the laws of Illinois. It may only be amended, modified or terminated by an instrument signed by the parties. This Agreement shall inure to the benefit of and be binding upon the parties, their successors, legal representatives and assigns, and neither this Agreement nor any right or interest of HOSPITAL or CITY arising herein shall be voluntarily or involuntarily sold, transferred or assigned without written consent of the other party, and any attempt at assignment is void. The parties are independent contractors under this Agreement and not the agent or the employee of the other. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 3.3. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful act, either by commission or omission, chargeable to the other, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligations or duty owed by one party against the other or against a third party.
- 3.4. This document may be signed in one or more counterparts, each to be effective as an original.

[Signature Page(s) to Follow Below]

IN WITNESS WHEREOF, the parties have hereto executed this Agreement in multiple originals as of the last date written below.

THE METHODIST MEDICAL CENTER OF ILLINOIS

CITY OF PEORIA

By: 

By: 

Printed Name: Karl Zuercher

Printed Name: Patrick Urich

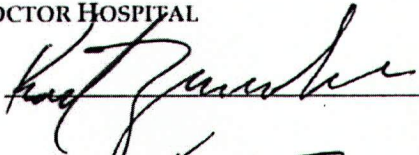
Title: Director of Facilities

Title: City Manager

Date: 5/13/2020

Date: 7/14/20

PROCTOR HOSPITAL

By: 

Printed Name: Karl Zuercher

Title: Director of Facilities

Date: 5/13/2020