

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEORIA AND
THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS
FOR THE MAINTENANCE OF A PORTION OF 3917 S.W. ADAMS STREET, PEORIA, ILLINOIS

THIS AGREEMENT ("Agreement") is made and entered into on, and is effective as of the _____ day of _____, 2023 by and between the CITY OF PEORIA ("City") an Illinois home rule municipal corporation; and the PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA ("Park District"), an Illinois Park District.

WITNESSETH:

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, together with the powers and authority granted to the parties under the Intergovernmental Cooperation Act (5 Il-CS 220/1 *et seq.*) the parties hereto have the authority to enter into this Agreement for the purposes hereinafter set forth; and

WHEREAS, it is in the best interests of the health, safety and welfare of the residents of the City and the Park District that the understandings and obligations herein set forth be established and performed; and

WHEREAS, the City is taking ownership of a portion of the property at 3917 S. W. Adams Street (the "Property") to preserve the historical nature of the Property and monuments upon said Property; and

WHEREAS, the City will covenant and agree to maintain any memorial monuments, markers or signage now at the Property or to be placed at the Property; and

WHEREAS, the Park District has agreed to provide general lawn maintenance and landscaping to the Property; and

WHEREAS, it is the desire and intent of the parties to mutually cooperate to maintain the markers and grounds in a manner paying tribute and respect to the individuals who are buried on adjacent parcels and those who have worked tirelessly to maintain this landmark.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Description of Property. The Property legally described and depicted on the Plat, attached hereto as Exhibit A, is made a part hereof.
2. Responsibility of the City. The City will install a flag pole and appropriate lighting. The City care for and maintain all historical monuments or markers as well as any signage placed upon the property.
3. Responsibility of the Park District. The Park District will provide all lawn maintenance including mowing and landscaping.
4. Miscellaneous.

A. Time of the Essence. Time shall be of the essence of each and every covenant and condition contained herein.

B. Reasonability/Good Faith. Whenever any approval or consent of either the City or the Park District or any of its departments, officials or employees, is called for under this Agreement, such approval shall not be unreasonably withheld or delayed. In the course of the conduct of the parties hereto with respect to each other in the performance of this Agreement, each party agrees that the actions of such party shall be conducted reasonably, in good faith and with due diligence and best efforts.

C. Notices. Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered in person, sent by confirmed telecopy, or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, to the address specified below.

If to the City:	City of Peoria Attn: City Clerk 419 Fulton Street Peoria, IL 61602
With copy to:	City of Peoria Attn: Legal Department 419 Fulton Street Peoria, IL 61602
If to the Park District:	Peoria Park District Attn: Executive Director 1 125 W Lake Street Peoria, IL 61614

Either party may from time to time change its notice address or addresses by written notice to the other party at the then current mailing address of the other party in accordance with the provision for notice as set forth in this paragraph.

D. Mutual Assistance. Each of the parties agrees to mutually assist and cooperate with the other in effectuating the spirit and intent hereof, and in that regard, each party agrees to execute any and all documentation and take any and all actions as may be reasonably appropriate or required in connection therewith.

E. Counterparts. This Agreement may be executed in counterparts and, in such case; each counterpart shall serve as an original of this Agreement.

F. Opportunity to Cure Default. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice or such other amount of time to which the parties may agree in writing.

G. Amendment. This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties provided through the adoption by each party of an ordinance or resolution approving said amendment as provided by law, and by the execution of a written amendment by the parties.

H. Severability. If any provision of this Agreement or its application to any person, entity or Property is held invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

I. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their successors, heirs, and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

J. Termination. This Agreement shall remain in full force and effect while the property is continued to be used for historical monuments and markings or may be terminated upon mutual agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF PEORIA

THE PLEASURE DRIVEWAY AND PARK
DISTRICT OF PEORIA, ILLINOIS

BY: _____

BY: _____

Attest:

Attest:

By: _____

By: _____

EXHIBIT A – PLAT AND LEGAL DESCRIPTION

DRAFT