

**INTERGOVERNMENTAL AGREEMENT
BETWEEN COUNTY OF PEORIA AND CITY OF PEORIA
REGARDING BRIDGE INSPECTIONS**

This Agreement effective and commencing on MAY 16, 2012, by and between the COUNTY OF PEORIA, a body politic and corporate of the State of Illinois, hereinafter called the COUNTY, and the CITY OF PEORIA, hereinafter called the CITY.

WITNESSETH THAT:

Whereas, the COUNTY and CITY are desirous to further intergovernmental cooperation between the two entities; and

Whereas Highway Structure Inspections are an area where intergovernmental cooperation will be beneficial to the CITY; and

Whereas the COUNTY can provide Highway Structure Inspections for the CITY; and

Whereas the COUNTY and the CITY have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (5ILCS 220/1 et.seq.).

NOW THEREFORE, in cooperation of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the CITY that:

I. DUTIES OF CITY

- A. The CITY shall continue to be the National Bridge Inspection Standards (NBIS) Program Manager for Highway Structures under the jurisdiction of the CITY.
- B. The CITY shall notify the COUNTY of any new highway structures, and when the highway structures are completed and are ready for an Initial Inspection.
- C. The CITY shall notify the COUNTY of all required Special Feature Inspections or any changes to the frequency of the Special Feature Inspections.
- D. The CITY shall provide the COUNTY with all Highway Structure Plans.
- E. The CITY shall be responsible for coordination and implementation of any and all weight limit postings, changes to lane width, and closures.
- F. The CITY shall continue to maintain all permanent Highway Structure records.
- G. Upon review of the inspections performed by the COUNTY, the CITY shall submit all reports to the Illinois Department of Transportation.
- H. The CITY shall provide to the COUNTY any special tools, equipment, or traffic control devices and personnel necessary to perform the Highway Structure Inspections.
- I. The CITY shall bear all responsibility and costs to perform any Highway Structure Inspections or related reports that the COUNTY deems is not within the COUNTY's capability.

II. DUTIES OF COUNTY

- A. The COUNTY shall act as the National Bridge Inspection Standards (NBIS) Team Leader for Highway Structures under the jurisdiction of the CITY.
- B. The COUNTY shall perform all Initial, Routine, and Special Feature Inspections for Highway Structures under the jurisdiction of the CITY at the intervals required by the Structures Information Management System (SIMS) that is maintained by the Illinois Department of Transportation.
- C. The COUNTY shall notify the CITY of any maintenance items that are found during the inspections that need to be addressed by the CITY.

- D. The COUNTY shall submit all reports, photographs, and other related items to the CITY upon the completion of the Highway Structures Inspections.

III. TERM

- A. This Agreement shall commence on the day that the last party executes it and shall continue until June 1, 2017.
- B. This agreement will cease within 30 days upon written notification by either party.

IV. INDEMNIFICATION

The CITY shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys' fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the CITY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

The COUNTY shall indemnify and hold harmless the CITY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys' fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the COUNTY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

V. GENERAL CONDITIONS:

- A. This Agreement shall be binding upon the parties, their successors and assigns.
- B. If any portion of this Agreement shall be, for any reason, 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 intention of the parties hereto.
- C. ENTIRE AGREEMENT - AMENDMENTS

The preceding constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This Agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

COUNTY OF PEORIA

By: *Lori Curtis Luther*
LORI CURTIS LUTHER
 Peoria County Administrator

CITY OF PEORIA

By: *Patrick Ulrich*
PATRICK URICH
 Peoria City Manager

ATTEST: *Steve Sonnemaker*
STEVE SONNEMAKER
 County Clerk

ATTEST: *Mary L. Haynes*
MARY L. HAYNES
 City Clerk