

**SUSTAINABILITY PLAN DEVELOPMENT SERVICES REIMBURSEMENT  
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013 by, between and among the **COUNTY OF PEORIA**, a Body Politic and Corporate ("**County**"), and the **CITY OF PEORIA**, an Illinois home rule municipal corporation, ("**City**") (collectively, with the County, the "**Parties**"), in consideration of the promises and agreements set forth below.

1. Background.

- A. The Parties have individually and collectively determined that, by pooling resources, they could realize potential savings by partnering to assist the City in developing a "Sustainability Plan" ("**Plan**"). The Plan is intended to be a guiding document that provides a conceptual blueprint for the improved sustainability of the internal operations of the City.
- B. The Parties desire to establish an Intergovernmental Agreement between the County and the City to facilitate intergovernmental cooperation for the development and implementation of a Sustainability Plan for City's internal operations
- C. On August 11, 2011, the County Board approved an internal Sustainability Plan setting forth a framework on how to make the organization and the community more sustainable. With the understanding that the County's plan is adaptable to other municipalities, the County will act as a resource and provide guidance to the City in their development of a Sustainability Plan for internal operations. *See Exhibit A for Approach to Project.*
- D. After full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens or constituents, and of the general public welfare that this Agreement be executed and implemented by the Parties.

2. General Cooperation.

The Parties acknowledge and agree to cooperate with each other in furtherance of the purposes, goals, and objectives of this Agreement. Cooperation required by this Agreement specifically includes, but is not limited to, the sharing and joint utilization by and between the Parties of information and other materials possessed or created by the Parties, either individually or collectively, and necessary to develop the Plan.

3. Contracting Process: Payments and Expenses.

- A. Agreement with the Consultant. The City will enter into an agreement with the County to (i) provide guidance, (ii) attend 5-7 City Sustainability Team meetings, and (iii) assist City Staff to refine the Plan so that it that addresses the interests, concerns and needs of the City.
- B. Cost. The costs of the Services shall be set in the amount of \$1,500.00. The amount to be paid to the County for the Services may not exceed \$1,500.00 without the prior written approval of both the City and County.

- C. Payment. No later than 30 days of adoption of the Sustainability Plan by the City Council, the City shall pay to the County the agreed upon cost of services.

4. Effective Date and Termination.

- A. Effective Date. This Agreement shall be in full force and effect upon its execution by both Parties hereto.

- B. Termination.

Termination of this Agreement will be immediately after the adoption of a Sustainability Plan by the City Council. The County anticipates the City to take action on adoption of a Sustainability Plan in 2013.

5. Entire Agreement; Applicable Law. This Agreement constitutes the entire Agreement between the Parties. This Agreement may only be amended by written instrument executed by both parties and each provision shall be deemed severable if found invalid. This Agreement shall be construed under the internal laws, but not the conflicts of laws rules, of the State of Illinois.

6. Notices. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received after the earlier of (a) actual receipt; or (b) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) three (3) business days following deposit in the U.S. mail. By notice complying with the requirements of this Section 8, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the County shall be addressed to, and delivered at, the following address:

County of Peoria  
324 Main Street, Room 502  
Peoria IL 61602  
Attention: County Administrator

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Peoria  
419 Fulton Street Suite 207  
Peoria IL 61602  
Attention: City Manager

DRAFT

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the day and year first above written.

**COUNTY OF PEORIA**

**CITY OF PEORIA**

\_\_\_\_\_  
County Administrator signature

\_\_\_\_\_  
City Manager signature

\_\_\_\_\_  
County Administrator printed name

\_\_\_\_\_  
City Manager printed name

ATTEST:

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
City Clerk

DRAFT

**EXHIBIT A**

***Approach to Project***

## Sustainability Plan Development Services

### Approach to Project

Within 10 days of approval by both parties, the County will submit a list of information needed to help in drafting the plan.

That will include, but is not limited to:

- Number of buildings and their uses
- Types of HVAC at each building
- Recent lighting/energy upgrades
- Recycling/Reuse/Special waste programs
- List of items that need updating for energy efficiency
- Types of fuel used
- Land use i.e. landscape procedures, multi use areas,
- Paper use
- Technology use

Within 45 days of receipt- City will provide building and resource use information

The County will attend an introductory meeting within 60 days of intergovernmental agreement approval with City's sustainability team. The City's team should include staff from the Park District, Finance, Public Works, Building Management staff, Information Systems, Planning and Zoning, Purchasing; and others with operational knowledge.

#### **First meeting: Kick-off project**

**Agenda:** Introduce County plan, meet team, and familiarization with City operations

Tasks between meetings-

1. Clarify any information provided by City to County
2. Search out areas in need of better efficiencies or concern

#### **Second meeting**

**Agenda:** Address inefficiencies, and incorporate solutions into the plan. Highlight areas of success and expand upon those. Start drafting plan.

Tasks between meetings-

1. Streamlining into broader components of the plan- placing resource conserving practices or operations into the plan

2. Editing done by team leader(s), and reviewed by team

### **Third meeting**

**Agenda:** Address inefficiencies, and incorporate solutions into the plan. Highlight areas of success and expand upon those. Continue drafting plan.

Tasks between meetings-

1. Editing done by team leader(s), and reviewed by team
2. Determine measurable results

### **Fourth meeting**

**Agenda:** Removing any duplication. Ensuring all areas of operation are covered

Task between meetings

1. Editing done by team leader(s) and reviewed by team

### **Fifth meeting**

**Agenda:** Finish editing any areas of concern

### **Sixth and seventh meetings (if necessary)**

**Agenda:** finish editing plan document

*Approval of Sustainability Plan by City Council*

*Sustainability Team to continue monitoring utilities and incorporating activities to improve sustainability efforts.*