



PEORIA POLICE DEPARTMENT

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

CITY OF PEORIA

AND

PEORIA COUNTY

(through the Peoria County State's Attorney's Office
and the Peoria County Sheriff's Office)

The City of Peoria, an Illinois Municipal Corporation, and Peoria County (collectively referred to herein as the "Parties") join the State of Illinois in recognizing the need to collaborate and act jointly with regard to auto crimes. Accordingly, the Greater Peoria Auto Crimes Task Force (GPACT) was created to combat the growth of auto crimes with a focus on vehicular hijacking, auto theft, insurance fraud, rogue tow operators, and recyclable metal theft.

WHEREAS, the City of Peoria and the Illinois Secretary of State Police (ISSP) entered into a Memorandum of Understanding to provide assistance and cooperation to state and local law enforcement agencies pertaining to investigation and prosecution of motor vehicle theft in the Peoria County area; and

WHEREAS, in furtherance of a mutual interest in assisting and cooperating with one another in the course of law enforcement activities, the Parties mutually agree to enter into this Intergovernmental Agreement for the purpose of memorializing the resource and personnel sharing by Peoria County and the City of Peoria to GPACT and cost reimbursement to Peoria County for doing the same; and

WHEREAS, the Parties shall maintain full responsibility for their respective actions whether acting independently or in cooperation with the other, and to the fullest extent possible, each Party shall indemnify the other for any actions that may result in litigation or any claim(s) filed, whether the action occurs by negligence, recklessness, or intentionality, or is filed as either a civil or criminal claim, but without fault by the Party to be indemnified;

NOW THEREFORE, and in consideration of the mutual benefit to be derived from carrying out the undertakings hereinafter contained, and pursuant to 5 ILCS 220 (Intergovernmental Cooperation Act), the Parties hereto agree as follows:

1. The head of each participating Peoria County agency shall determine the resources dedicated by that County agency to the Task Force, including personnel, as well as the continued dedication of those resources. The County elected official or their designee shall be kept fully apprised of all investigative developments by their subordinates.
2. The Peoria County State's Attorney shall designate one (1) full-time Assistant State's Attorney and the Peoria County Sheriff shall designate two (2) full-time deputies to be assigned to GPACT work ("County Designees"), as resources permit and in the sole discretion of the respective County elected official.
3. The City of Peoria will reimburse Peoria County in full for the cost of the County Designees that are assigned to GPACT, including but not limited to the full amount of the County Designees' salaries, overtime payments, employer-paid benefits and contributions, and all equipment needs and upkeep. The City of Peoria will reimburse Peoria County quarterly upon submission of documentation by Peoria County sufficient to demonstrate to the City of Peoria that the expenditures were made. It is the intention of the Parties that the County Designees' assignment to GPACT will be positions fully and completely funded such that Peoria County will incur none of the employer costs of said employees.
4. The Parties acknowledge that reimbursements made pursuant to this Intergovernmental Agreement are subject to the availability of funds and resources allocated to GPACT and paid to the City of Peoria. The Parties expressly acknowledge that the above language in no way implies that the City of Peoria will appropriate its own funds for such expenditure.
5. Conduct undertaken outside the scope of an individual County Designee's Task Force duties and assignments shall not fall within the oversight responsibility of the ISSP or GPACT Coordinator.
6. The County Designees will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. Task Force personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.
7. The County Designees will continue to report to, be supervised by, insured by, and be solely responsible to their respective elected official.
8. Continued assignment of a County Designee to the Task Force will be based on performance and at the discretion of the Deputy Director of ISSP and the applicable County elected official.

9. If, for any reason, the ISSP and/or the City of Peoria determine that a candidate is not qualified or eligible to serve on the Task Force, the participating agency will be advised and a request will be made for another candidate.
10. Before receiving unescorted access to GPACT space or authorization to utilize ISSP databases, Task Force personnel will be required to obtain the requisite security clearance.
11. The Parties shall supply vehicles at their own expense for use by their respective employed Task Force members.
12. Task Force personnel shall follow their own agencies' policies concerning vehicle use.
13. Each participating agency shall have and maintain liability insurance for their respective vehicles consistent with their respective policies.
14. The Parties will ensure that while any of their sworn officers are participating in Task Force operations in the capacity of a Task Force inspector, Task Force member, or Task Force participant, the officer will carry only the body worn camera devices that the employing agency has issued to the individual, and that the individual has been trained in accordance with the employing agency's policies and procedures.
15. The employing agency of each individual assigned to the Task Force will ensure that the employing agency's policies and procedures for use of body worn camera devices that will be carried by the Task Force officer, Task Force member, or Task Force participant are consistent with the ISSP policy statement on the use of body worn camera devices.
16. The Parties agree to adhere to the Illinois Officer-Worn Body Camera Act (50 ILCS 706/10) and Task Force member's employing agency's policies and procedures regarding retention requirements of body worn camera digitally recorded data.
17. The Parties agree that matters designated to be handled by the Task Force will not knowingly be subject to non-Task Force law enforcement efforts by their agencies, and the Parties will make proper internal notifications regarding the Task Force's existence and areas of concern. No unilateral action will be by the County relating to the Task Force investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.
18. Each participating agency agrees to defend, indemnify, and hold the other participating agencies harmless from any and all claims, demands, causes of action, costs, expenses, liability, losses, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct related to the use and/or operation of their respective vehicles.

19. The Parties acknowledge that this Intergovernmental Agreement does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the Task Force.
20. The Parties acknowledge that financial and civil liability, if any, and in accordance with applicable law, for the acts and omissions of each employee detailed to the Task Force, remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the Task Force, the officer may request legal representation and/or defense only from his or her employing law enforcement agency. Neither the ISSP, the City of Peoria, Peoria County nor the Office of the Secretary of State shall be responsible for providing legal representation or defense to any claim whether civil or criminal in nature.
21. The term of this Intergovernmental Agreement is for the duration of the Task Force's operations, contingent upon approval of necessary funding, but may be terminated for convenience at any time upon written mutual consent of the Parties involved.
22. Any Party may withdraw from the Task Force at any time by written notification to the other Party and to the Coordinator of the Task Force with designated oversight for investigative and personnel matters or Project Directors of the Task Force at least thirty (30) days prior to withdrawal.
23. Upon termination of this Intergovernmental Agreement, all equipment provided to the Task Force will be returned to the supplying agency/agencies. This Intergovernmental Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties or the officers, employees, agents, or other associated personnel thereof.
24. This Intergovernmental Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Intergovernmental Agreement shall not be binding upon either party except to the extent it is incorporated into this Intergovernmental Agreement. Furthermore, there are no other oral or written agreements.
25. Each section, part, term, and provision of this Intergovernmental Agreement shall be considered severable. If for any reason any section, part, term, or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, this determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this Intergovernmental Agreement, and the latter will continue to be given full force and effect and bind the parties.
26. This Intergovernmental Agreement may be modified at any time by written consent of the Parties.

27. Modifications to this Intergovernmental Agreement shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the date set forth below.

CITY OF PEORIA, an Illinois Municipal Corporation,

By: _____

Title: _____

Date: _____

PEORIA COUNTY'S STATE'S ATTORNEY'S OFFICE,

By: _____

Title: _____

Date: _____

PEORIA COUNTY SHERIFF'S OFFICE,

By: _____

Title: _____

Date: _____