

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 between the CITY OF PEORIA, an Illinois municipal corporation (hereinafter referred to as the “City”), and the PEORIA- STARK JOINT EMERGENCY TELEPHONE SYSTEM BOARD, a board formed under Peoria and Stark Counties in Illinois (hereinafter referred to as the “ETSB”). The City and the ETSB shall collectively be referred to as the “Parties.”

WHEREAS, the City is a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs, including the power to protect and serve the public welfare; and

WHEREAS, the ETSB is a board formed under the County of Peoria and the County of Stark, corporate bodies of the state of Illinois, both non-home rule units of government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, the City and ETSB are expressly authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, section 220/1 *et seq.*, Ch. 5, Illinois Compiled Statutes; and

WHEREAS, Deltawrx is an independent professional management consulting firm dedicated to serving public sector agencies; and

WHEREAS, Deltawrx submitted a proposal to the City to provide consulting services to assist the City with its effort to replace its current Computer Aided Dispatch (CAD), Records Management System (RMS) and related systems; and

WHEREAS, the ETSB has indicated its desire to provide funding for the CAD portion of Deltrawrx's consulting proposal; and

WHEREAS, the Parties wish to define their respective responsibilities and duties with respect to the use of the funding provided by the ETSB.

NOW, THEREFORE, in consideration of the promises set forth below, the sufficiency of which is hereby acknowledged, the City and the ETSB agree as follows:

1. Deltrawrx's proposal to the City provided stated project fees in the total amount of \$183,222.00 (one hundred eighty three thousand two hundred twenty two dollars and no cents) with the estimated CAD costs within this amount being \$86,206.00 (eighty six thousand two hundred six dollars and no cents) and the estimated RMS costs being \$97,016.00 (ninety seven thousand sixteen dollars and no cents).

2. ETSB has indicated its desire to aid the City in its effort to replace its current CAD, RMS, and related systems by providing funding to cover the Deltrawrx's estimated CAD costs in the amount of \$86,206.00 (eighty six thousand two hundred six dollars and no cents). ETSB will tender the above stated funds to the City upon sixty (60) days from execution of the City's agreement with Deltawrx.

3. In exchange, the City will provide the ETSB one seat on its panel to determine which provider the City will select, based on Deltawrx's consulting services, to replace its CAD, RMS, and other systems.

4. The Parties shall seek approval from their respective authorities, as needed, prior to executing this Agreement and any agreement with Deltawrx.

5. The Parties hereto recognize and acknowledge that City is a self-insured entity. City agrees to hold the ETSB free and harmless from all claims, demands and lawsuits in connection with any agreement the City enters into with Deltrawrx.

6. This Agreement represents the total Agreement of the Parties and there are no other agreements, written or oral, which are not made a part of this hereof.

7. To the extent that any of the terms and conditions of this Agreement require future performance, all such terms and conditions requiring future performance shall not be deemed merged, but shall continue to be a binding and valid obligation of the Parties hereto.

8. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties hereto.

9. In the event any provision of this Agreement shall be deemed invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. This Agreement sets forth the entire understanding between the Parties. This Agreement may be amended, modified or terminated by its own terms or by instruments signed by the Parties or their successors in interest.

10. The term of this Agreement shall be two (2) years from the date it is executed, and it shall be automatically renewed for successive periods of six months as needed, until a said provider is selected as stated in paragraph 3 of this Agreement. This Agreement shall automatically terminate once all of the terms and conditions are met.

11. Notice shall be deemed served if it is sent by regular mail to the following addresses:

*[addresses follow]*

City of Peoria  
City Hall, Room 403  
419 Fulton  
Peoria, IL 61602

Peoria- Stark Joint Emergency  
Telephone System Board  
6913 W Plank Road  
Peoria, IL 61604

EXECUTED in Peoria, Illinois on the date and year first written hereinabove.

CITY OF PEORIA, an Illinois  
municipal corporation

PEORIA- STARK JOINT EMERGENCY  
TELEPHONE SYSTEM BOARD, a board a  
formed under Peoria and Stark Counties in  
Illinois

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chairman of the ETSB

Attest:

Attest:

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

\_\_\_\_\_  
Vice Chairman of the ETSB