

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEORIA AND THE PEORIA PARK DISTRICT**

This Agreement is made and entered into this August 22, 2018 by and between the THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, of Peoria County, State of Illinois, acting by and through its governing body, the Board of Trustees, hereinafter referred to as "DISTRICT" and the CITY OF PEORIA, of Peoria County, State of Illinois, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", witnesseth:

WHEREAS, this Agreement is made under the authority of Article 7, Section 10, of the Constitution of Illinois 1970 and the "Intergovernmental Cooperation Act", (5 ILCS 220/1 et. seq.) Government Code: and

WHEREAS, the CITY is the recipient, and the DISTRICT is a sub recipient of Award No. 2017-BC-BX-0034 under the FY 17 Body-Worn Camera Policy and Implementation Program (BWC-PIP) in the amount of \$253,005.00: and

WHEREAS, DISTRICT and CITY finds that the performance of this Agreement is in the best interest of both parties, that the undertaking of this initiative will benefit the public, enhance community relationships, and will serve as an aid in law enforcement and prosecutorial efforts: and

WHEREAS, DISTRICT and CITY, in performing governmental function or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, DISTRICT and CITY are entering into this Agreement for purposes of the economies of scale through procurement of a single brand of camera and program development. Responsibility for the implementation and operational procedures of this program, and compliance with state and federal law, shall fall to each individual agency: and

WHEREAS, the CITY is entering into a contract with VIEVU, LLC, a limited liability company, organized under the laws of the State of Washington, to provide a body worn camera solution for DISTRICT and CITY for a period of 5 years.

WHEREAS, DISTRICT agrees to provide CITY \$12,836.21, over a 5 year period for its allocated portion of body worn cameras (totaling 10 cameras and associated accessories at the time of this agreement) and costs associated with project implementation and continuance.

NOW THEREFORE, for and in consideration of the mutual promises and undertaking contained herein, and for other good and valuable consideration, the parties agree as follows:

Section 1. Payment Terms

DISTRICT agrees to provide CITY \$12,836.21, over a 5 year period for its allocated portion of body worn cameras and costs associated with project implementation and continuance. Payments shall be made annually, in accordance with the date of contract execution, as follows, with the grant award being applied to Year 1:

- **Year 1 :** \$8,948.11
- **Year 2:** \$972.03
- **Year 3:** \$972.03
- **Year 4:** \$972.02
- **Year 5:** \$972.02

Year 1 payment shall be made within 30 days of the execution of this agreement. CITY will invoice DISTRICT in remaining years.

Section 2. Additional Purchases

DISTRICT and CITY agree that the amount of money owed to CITY from DISTRICT is subject to increase should DISTRICT wish to purchase additional body worn cameras, associated equipment, evidence management licenses, or any other item.

Section 3. Match Requirement

CITY agrees to comply with the 50% match requirement outlined in the FY 2017 BWC PIP grant solicitation.

Section 4. Quarterly Reports

DISTRICT agrees to provide CITY with quarterly reports, to be submitted by CITY to the Bureau of Justice Assistance (BJA) in compliance with the BWC-PIP grant, detailing the following information, during the two year duration of the grant:

- Any technical issues with the equipment and how those issues were remedied;
- Officer and community survey results
- Number of complaints;
- Number of FOIA requests.

CITY will provide DISTRICT with sufficient notice of the scheduled deadlines for submission of these reports. DISTRICT agrees to appoint an individual to be responsible for collecting the data discussed herein, and disseminating it to the CITY.

Section 5. Attendance at Meetings

The DISTRICT, or its designee, agrees to attend quarterly Regional Planning Meetings for program status, review of data, and subsequent program development.

Section 6. Tort Immunity Act

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY, DISTRICT or any of their agents, officials or employees, in derogation of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. Seq.).

Section 7. Hold Harmless Agreement

To the fullest extent permitted by law, DISTRICT and CITY agree to hold each other harmless the CITY, from all claims, suits, judgments, costs, attorney's fees, damages or other relief arising out of or resulting from or through or alleged to arise out of any reckless negligent acts or omissions of any DISTRICT and CITY. However, the parties may exercise their right to enforce the terms of this Agreement, and for breach thereof.

Section 8. Severability

The terms of this Agreement shall be severable. In the event of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain full force and effect.

Section 9. Independent Contractor Status

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

Section 10. Venue

This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue and jurisdiction for the resolution of any disputes or the enforcement of any rights pursuant to the Agreement shall be in the Circuit Court of Peoria County, Illinois.

Section 11. Personal Liability

No official, director, officer, agent or employee of the DISTRICT or CITY shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

Section 12. Assignment of Successors

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignments shall be made without the prior written consent of the CITY.

Section 13. Headings

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and are in no way intended to define, limit or describe the scope or intent of any provision of this Agreement; nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 14. Modification or Amendment

This Agreement, the documents it incorporates and its attachments including but not limited to drawings, diagrams, specifications or requests for proposals, or bid documents constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order herein provided.

Section 15. No Creation of Third Party Beneficiaries

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

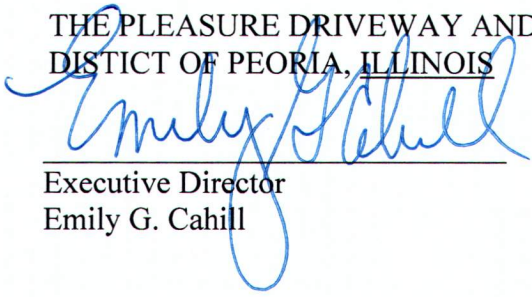
Section 16. Termination

DISTRICT and CITY may terminate this Agreement upon sixty days written notice, however, all amounts are due hereunder remain valid and become immediately due upon notice of termination. To the extent any amount of money is due to the CITY, said amount shall be prorated as of the effective date of the termination.

CITY OF PEORIA, ILLINOIS

City of Peoria Manager
Patrick Urich

THE PLEASURE DRIVEWAY AND PARK
DISTRICT OF PEORIA, ILLINOIS



Executive Director
Emily G. Cahill