

THE STATE OF ILLINOIS

**CITY SECRETARY
CONTRACT NO. _____**

COUNTY OF PEORIA

KNOW BY ALL THESE PRESENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEORIA, IL AND COUNTY OF PEORIA, IL**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM: FY 2014 LOCAL SOLICITATION**

This Agreement is made and entered into this July 8, 2014 by and between The COUNTY of PEORIA, acting by and through its governing body, the County Board, hereinafter referred to as COUNTY, and the CITY OF PEORIA acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of PEORIA County, State of Illinois, 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, each governing body, 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, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services for functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$42,043.00 from the FY2014 Justice Assistance Grant (JAG) Program award for the **purchase of 45 medium/maximum jail cell door locks to include the locking mechanism and installation.**

WHEREAS, the CITY and COUNTY believe it to be in their best interest to reallocate the JAG award as disparate jurisdictions.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The CITY of Peoria agrees to pay the COUNTY of Peoria a total of \$42,043.00 FY 2014 JAG Funds

Section 2.

The COUNTY of Peoria agrees to use \$42,043.00 of the funds for the **purchase of 45 medium/maximum jail cell door locks to include the locking mechanism and installation.**

Section 3.

Nothing contained in, or arising out the performance of, this Agreement shall impose any liability for claims against COUNTY nor does the COUNTY waive any of its immunities granted to it by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. Seq.).

Section 4.

Nothing contained in, or arising out of the performance of, this Agreement shall impose any liability for claims against CITY nor does the CITY waive any of its immunities granted to it by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. Seq.).

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

Section 6.

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

Section 7.

Be entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF PEORIA, ILLINOIS

COUNTY OF PEORIA, ILLINOIS

City Manager

County Administrator

ATTEST:

City Clerk

County Clerk

*By law, the State's Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was

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offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).