

**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 2016 LOCAL SOLICITATION**

This Agreement is made and entered into this June 28, 2016 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 \$28,976.00 from the FY2016 Justice Assistance Grant (JAG) Program award for the **purchase of Tasers and an electronic LED message sign.**

**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 \$28,976 FY 2016 JAG Funds

**Section 2.**

The COUNTY of Peoria agrees to use \$28,976 of the funds for the **Tasers and an electronic LED message sign.**

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. Seq.).

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed 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 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 created 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