

Exhibit A

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PEORIA AND THE CITY OF EAST PEORIA**

This Agreement is made and entered into this September 18 2018, by and between the CITY OF EAST PEORIA, of Tazewell County, State of Illinois, acting by and through its governing body, the City Council, hereinafter referred to as "EAST PEORIA", 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 EAST PEORIA 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**, each governing body 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**, 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**, EAST PEORIA and CITY are partnering on this project for purposes of 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 (including, but not limited to providing 45 body-worn cameras and the software required for the implementation of the EAST PEORIA body-worn camera program) for EAST PEORIA and CITY for a period of 5 years. Should VIEVU, LLC or CITY fail to fulfill the obligations of their contract and interfere with said Agreement, EAST PEORIA's obligations under the Agreement shall cease and EAST PEORIA may terminate said Agreement for cause and without being held in breach of Agreement.

**WHEREAS**, EAST PEORIA agrees to pay CITY \$11,918.80, by October 1, 2018, for their allocated portion of body worn cameras and the 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, Product and Services Provided**

CITY, through its contract with VIEVU, LLC, shall provide product and services to EAST PEORIA, including but not limited to, forty-five (45) body-worn cameras, software for the implementation of the body-worn camera program, and storage of the body-worn camera data.

EAST PEORIA agrees that in exchange for the above-mentioned product and services, it will pay to CITY annually, on or before October 1 of each year according to the following schedule:

- **Year 1:** \$11,918.80 due October 1, 2018
- **Year 2:** \$8,662.20 due October 1, 2019
- **Year 3:** \$8,662.20 due October 1, 2020
- **Year 4:** \$8,662.20 due October 1, 2021
- **Year 5:** \$8,662.20 due October 1, 2022

### **Section 2. Additional Purchases**

EAST PEORIA and CITY agree that the amount of money owed to CITY from EAST PEORIA is subject to increase should EAST PEORIA 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 and incorporated herein as Exhibit A.

### **Section 4. Quarterly Reports**

EAST PEORIA 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.

EAST PEORIA agrees to appoint an individual to be responsible for collecting the data discussed herein as it relates to EAST PEORIA, and disseminating it to the CITY.

### **Section 5. Attendance at Meetings**

EAST PEORIA, or its designee, agrees to attend quarterly BJA 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, EAST PEORIA 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, EAST PEORIA and CITY agree to hold 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 EAST PEORIA 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 any 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 in 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 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 or Tazewell County, Illinois.

**Section 11. Personal Liability**

No official, director, officer, agent or employee of EAST PEORIA 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 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.

**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.

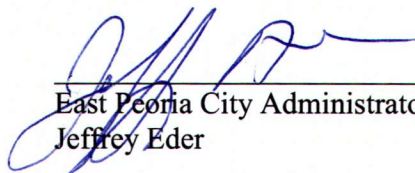
**Section 16. Termination**

EAST PEORIA and CITY may terminate this Agreement upon sixty days written notice. Should EAST PEORIA terminate this Agreement for cause (i.e., should CITY or VIEVU fail to fulfill their obligations pursuant to the contract between CITY and VIEVU which interferes with this Agreement), EAST PEORIA may terminate this Agreement and all amounts due hereunder shall be prorated as of the effective date of the termination. Should EAST PEORIA terminate this Agreement without cause, all amounts due hereunder remain valid and become immediately due upon notice of termination.

CITY OF PEORIA, ILLINOIS

COUNTY OF TAZEWELL, ILLINOIS

\_\_\_\_\_  
City of Peoria Manager  
Patrick Urich

  
\_\_\_\_\_  
East Peoria City Administrator  
Jeffrey Eder