GMS # BJA-2019-H3809-IL-DJ

THE STATE OF <u>ILLINOIS</u>	**CITY SECRETARY**
	CONTRACT NO. _____
COUNTY OF PEORIA	**KNOW BY ALL THESE PRESENT**

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF <u>PEORIA, IL</u> AND COUNTY OF <u>PEORIA, IL</u>

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: FY 2019 LOCAL SOLICITATION

This Agreement is made and entered into this 8/14/19 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 <u>Article 7, Section 10, of the Constitution of Illinois 1970 and the "Intergovernmental Cooperation Act", (5 ILCS 220/1 et. seq.)</u> and

WHEREAS, each governing body, in performing governmental functions 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 $26,726 from the FY 2019 Justice Assistance Grant (JAG) Program award for the purchase of a walk-through metal detector and use of force training for qualified staff.

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 $26,726 FY 2019 JAG Funds

Section 2.

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The COUNTY of Peoria agrees to use $26,726 of the funds for the purchase of a walk-through metal detector and use of force training for qualified staff.

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 expressed or implied other than those set out herein; further, this Agreement shall not create any rights to any party not a signatory hereto.
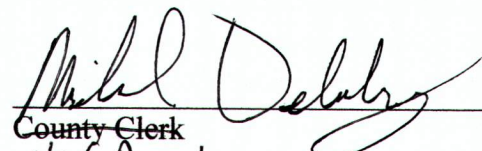
CITY OF PEORIA, ILLINOIS

_____
City Manager

ATTEST:

_____
City Clerk

COUNTY OF PEORIA, ILLINOIS

_____
County Administrator

_____
County Clerk
Chief Deputy

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

_____
Signature of Chief Executive of the Applicant Unit of
Local Government

Patrick Urich
_____
Printed Name of Chief Executive

Peoria, Illinois
_____
Name of Applicant Unit of Local Government

8/14/19
_____
Date of Certification

City Manager
_____
Title of Chief Executive