

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

This Agreement is made and entered into this _____ day of _____, 2022 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.*); and

WHEREAS, the CITY is the recipient and the COUNTY/SHERIFF is the subrecipient of ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY PROVISION OF SERVICES TO THE PUBLIC FROM NAMED LINE GRF-SOURCE in the amount of \$3,000,000; and

WHEREAS, said grant funds will be used to improve services through a range of activities aimed at preventing and controlling crime and improving the law enforcement component of the criminal justice system; and

WHEREAS, the CITY agrees to provide the COUNTY \$434,877.54 from the DCEO funds for the purchase of body worn cameras, in-car cameras, and associated hardware, storage and subscription costs; 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 allocation of funding for the subrecipient fairly compensates the County pursuant to the terms of the Grant Agreement: and

WHEREAS, the CITY and COUNTY believe it to be in their best interest to reallocate the DCEO Funding pursuant to the terms of the grant agreement.

NOW THEREFORE, for an in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

Section 1. Payment Terms.

The CITY agrees to pay the COUNTY a total of \$434,877.54 from the DCEO funding for body worn camera and in-car cameras.

Section 2. Use of Funds.

The COUNTY agrees to use \$434,877.54 of the funds for the purchase of body worn cameras, in-car cameras, and associated hardware, storage, and subscription costs for the Sheriff's Office in compliance with the terms of the Grant Agreement.

Section 3. Tort Immunity Act and Civil Liability

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

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 4. Hold Harmless

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

Section 5. Severability.

The terms of this Agreement shall be severable. In the event any of the terms of 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 6. 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. By 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

COUNTY OF PEORIA, ILLINOIS

City Manager

County Administrator

ATTEST:

City Clerk

County Clerk