

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA,
THE CITY OF ELGIN, AND THE COUNTY OF KANE, ILLINOIS**

2016 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this ____ day of _____, 2016, by and between the **COUNTY OF KANE** (hereinafter referred to as "COUNTY"), the **CITY OF AURORA**, and the **CITY OF ELGIN**, all of Kane County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; 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 interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY OF AURORA agrees to provide the COUNTY \$20,495.40 from the JAG award for a training program; and

WHEREAS, the CITY OF AURORA agrees to provide the CITY OF ELGIN \$14,044.80 from the JAG award for a law enforcement equipment and technology program; and

WHEREAS, the CITY OF AURORA, the CITY OF ELGIN, and the COUNTY believe it to be in their best interests to reallocate the JAG funds accordingly,

NOW THEREFORE, the COUNTY, the CITY OF AURORA, and the CITY OF ELGIN agree as follows:

Section 1

The CITY OF AURORA agrees to pay COUNTY a total of \$20,495.40 of JAG funds.

The CITY OF AURORA agrees to pay the CITY OF ELGIN a total of \$14,044.80 of JAG funds.

The CITY OF AURORA, the CITY OF ELGIN, and COUNTY all agree that the amounts are subject to change should the grant award be less than or more than the anticipated total JAG fund award of \$68,318.00.

Section 2

COUNTY agrees to use \$20,495.40 for the Training Category until 09-30-2018.

The CITY OF ELGIN agrees to use \$14,044.80 for the Technical Assistance and Data Collection Categories until 09-30-2018.

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 law.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF AURORA other than claims for which liability may be imposed by law.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF ELGIN other than claims for which liability may be imposed by law.

Section 4

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 liability that may arise from the furnishing of the services by the other party.

Section 5

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

Section 6

By 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 AURORA

CITY OF ELGIN

COUNTY OF KANE

Kristen Ziman
Chief of Police, City of Aurora

Jeffrey A. Swoboda
Chief of Police, City of Elgin

Donald E. Kramer
Kane County Sheriff

ATTEST:
