

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

**2020 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 \$16,401.00 from the JAG award for law enforcement policy maintenance; and

**WHEREAS**, the CITY OF AURORA agrees to provide the CITY OF ELGIN \$11,610.00 from the JAG award for a law enforcement equipment; and

**WHEREAS**, the CITY OF AURORA retains \$26,659.00.00 from the JAG award for law enforcement equipment; 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 \$16,401.00 of JAG funds.

The CITY OF AURORA agrees to pay the CITY OF ELGIN a total of \$11,610.00 of JAG funds.

The CITY OF AURORA retains \$26,659.00 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 \$54,670.00.

**Section 2**

COUNTY agrees to use \$16,401.00 for law enforcement policy maintenance until 09-30-2022.

The CITY OF ELGIN agrees to use \$11,610.00 for a camera system for their Real-time Information Center until 09-30-2022.

### **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**

\_\_\_\_\_  
Richard C. Irvin  
Mayor, City of Aurora

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Richard G. Kozal  
City Manager, City of Elgin

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Chris Lauzen  
Chairman, Kane County

**ATTEST:**

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