

GMS APPLICATION NUMBER 2020-H9365-IL-DJ

THE STATE OF ILLINOIS

KNOW ALL BY THESE PRESENT

COUNTY OF MACON

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND
THE COUNTY OF MACON, ILLINOIS
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 2ND day of August, 2021, by and between The COUNTY OF MACON, acting by and through its governing body, the Macon County Board, hereinafter referred to as "COUNTY", and the CITY of Decatur, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of Macon County, State of Illinois, witnesseth:

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 both 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 agrees to provide the COUNTY seven-thousand three-hundred and fifty- seven dollars and fifty cents (\$7,357.50) from the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$7,357.50 of JAG funds.

Section 2.

The City agrees to use \$22,072.50 for hire back overtime costs for crime suppression to include: bike hire back, foot patrols, and additional motorized patrols to address gun and gang violence.

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 Illinois statute.

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 Illinois statute.

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 the services by 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.

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.

COUNTY OF MACON, ILLINOIS

By: _____

Its Chairman of Macon County

CITY OF DECATUR, ILLINOIS

By: _____

Its Mayor

ATTEST:

Sheriff of Macon County

ATTEST:

City Clerk