



City of East Moline Committee of the Whole

City Council Chambers
915 16th Avenue
East Moline, IL 61244

DATE: **Monday, August 15, 2011**

TIME: **“Immediately Following the
Regular Council Meeting”**

<i>1</i>	Intergovernmental Agreement – FATS Machine	Moreno
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INTERAGENCY AGREEMENT

JOINT LAW ENFORCEMENT TRAINING SYSTEM

I. INTENT

The purpose of this interagency agreement is to establish guidelines for the housing, operation and maintenance of the MEGGITT – XVT Law Enforcement Training System, commonly referred to as FATS (Firearms Training Simulator), among the Illinois Law Enforcement Agencies made part of this agreement.

II. DEFINITIONS

System – The MEGGITT – XVT Law Enforcement Training System to include all of its components.

Agencies – The law enforcement agencies made a part of this agreement.

Host Agency – The agency that agrees to house the system; schedule the system’s use among pact agencies; and monitor the system’s functionality and ensure its security.

III. AGREEMENT

The articles of this agreement are made and entered into this ____ day of _____, 20____, by and between the City of Rock Island Police Department, the City of Moline Police Department, the City of East Moline Police Department, the City of Milan Police Department, the City of Silvis Police Department and the Rock Island County Sheriff’s Department as indicated by the actions of their respective governing bodies.

WHEREAS, law enforcement officers are placed into stressful and rapidly evolving situations where the decision to use force, including force likely to cause death or great bodily harm, is sometimes necessary in the performance of their duties and for the protection of life;

WHEREAS, the public’s confidence in law enforcement is build on the expectation that the application of force by an officer is necessary, reasonable and justified;

WHEREAS, the agencies recognize that it is incumbent upon them to provide officers with adequate training in the process of use-of-force decision making and application;

WHEREAS, the Rock Island Police Department has been awarded federal funding and has purchased the system for joint use among the agencies for the purpose of providing realistic, interactive use-of-force decision making and force application training to their respective law enforcement personnel;

WHEREAS, the agencies each have the authority to enter into this Interagency Agreement;

NOW, THEREFORE, in consideration of the mutual covenant and agreements hereinafter set forth, the agencies agree as follows:

1. The Moline Police Department will be the “Host Agency” for the system and accepts the responsibilities incumbent with this designation to include establishing a point-of-contact and protocols to facilitate the use of the system among the agencies. If, at any time, the Moline Police Department no longer wishes to be the host agency, it shall give 30 days written notice to all parties to the agreement and shall arrange for the return of the FATS to a location agreed to by the agencies or the Rock Island Police Department if no agreement is reached. The costs of moving the FATS, if Moline Police Department so elects, shall be a general expense to be borne by all parties pursuant to paragraph 5 of this agreement.
2. The agencies will designate a member(s) of their respective agency to be trained in the operation of the system, to include preventative and corrective maintenance, and to perform as an instructor for use-of-force training with their agency’s personnel.
3. The agencies shall be notified in writing of any damage to the system or other functionality issues affecting the systems performance when they become known. An explanation, if known, will be included as to how the damage was sustained or the cause of functionality issue.

4. The system is covered by a one year limited manufacturer's warranty and an additional two year extended warranty as part of the original purchase price. Any system repair or service not covered by these warranties will be the financial responsibility of the agencies as set forth below.
5. The agencies by majority agreement can authorize the financial expenditure necessary for repairing or maintaining the system's functionality. The agencies, based on the individual agency's apportionment, will share in any financial costs necessary for maintaining the system's functionality to include maintenance, repair or software/hardware upgrades.

APPORTIONMENT SCHEDULE

- A. Moline Police Department – 25%
- B. Rock Island Police Department – 25%
- C. Rock Island County Sheriff's Department – 15%
- D. East Moline Police Department – 15%
- E. Milan Police Department – 10%
- F. Silvis Police Department – 10%

EXCEPTION: If the system sustains damage due to the improper, reckless or careless actions of an agency's operator(s) and/or user(s), that agency shall bear the sole financial cost associated with repairing the system. If a dispute should arise as to whether in fact there was damage and said damage was as a result of improper, reckless or careless actions by the operating agency said dispute shall be resolved by a consensus of a majority of the member agencies.

6. The system shall only be utilized by the agencies; however, a non-pact agency may submit a written request to utilize the system for consideration and subject to approval by the agencies. Permission for non-pact agency usage must be approved by a majority of the member agencies. The agencies may place term(s), stipulation(s) or contingency(ies) as part of any system use agreement with the non-pact agency.

7. As the purchasing agency, the Rock Island Police Department reserves the right to become the “Host Agency” for the system anytime in the future. Prior to executing this right, the Rock Island Police Department will provide written notification of its intent to execute this right to the other pact agencies. The Rock Island Police Department shall be solely responsible for any expense(s) related to the removal, transference and installation of the system at the new “Host Agency” location.
8. In the event this agreement is terminated by all member agencies, the system shall revert back to the sole custody of the Rock Island Police Department.
9. Any supplement system component, i.e. guns, intermediate weapons, etc., individually purchased by any agency during the term of this agreement shall be the sole responsibility and property of the purchasing party and at the termination of this agreement, shall remain the property of such agency.
10. The individual agencies each reserve the right to withdraw from this agreement; however, any agency wishing to exercise this right must provide written notification of its intent to other pact agencies at least 30 days prior to the withdrawal taking effect. Withdrawal from this agreement does not relieve said agency of any financial or legal responsibility incurred while still subject to the agreement before the official withdrawal date.
11. This agreement may be amended at any time by the written agreement of all the agencies.
12. “Hold Harmless”. All agencies, including any non-pact agencies that with permission are using the system, agree to hold harmless, indemnify and pay any attorney fees incurred in defending a member agency, all other member agencies including the City Moline as Host Agency, from any claims, injuries, losses or damages of any kind arising from the use of the system by said agency.

IN WITNESS WHEREOF, the agencies hereby have executed this agreement, which is evidenced by the authorized governing bodies.

City of Rock Island Police Department

City of Moline Police Department

Scott D. Harris, Chief of Police

Kim Hankins, Chief of Police

Attest: _____
Linda Rutten, Deputy City Clerk

Attest: _____
Tracy Koranda, City Clerk

City of East Moline Police Department

City of Milan Police Department

Victor M. Moreno, Chief of Police

Mark G. Beckwith, Chief of Police

Attest: _____
Arletta Holmes, City Clerk

Attest: _____
Barb Lee, City Clerk

City of Silvis Police Department

County of Rock Island Sheriff's Department

William J. Brasche, Chief of Police

Jeff Boyd, Sheriff

Attest: _____
Jim Nelson, City Clerk

Attest: _____
Karen Kinney, County Clerk