

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND ILLINOIS
COMMUNITY COLLEGE DISTRICT NO. 525 FOR THE EXPLORATION OF THE DEVELOPMENT
OF A PUBLIC SAFETY INSTITUTE**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") by and between ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 525, with its main campus located at 1215 Houbolt Road, Joliet, Illinois 60431, and the CITY OF JOLIET, a municipal corporation, with offices located at 150 W. Jefferson Street, Joliet, Illinois 60432, collectively the "PARTIES" and each individually a "PARTY", is entered into this ____ of September, 2025.

WITNESSETH:

WHEREAS, the City of Joliet ("CITY") is a home rule municipal corporation in Illinois, and Illinois Community College District No. 525, known as Joliet Junior College ("JJC"), is a unit of local government in Illinois.

WHEREAS, under Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), local government units can contract or associate to share services and exercise, combine, or transfer powers.

WHEREAS, both the CITY and JJC are public agencies as defined by the Intergovernmental Cooperation Act. JJC provides education, training and certifications, while the CITY offers public safety services through its fire and police departments.

WHEREAS, the CITY and JJC aim to explore the feasibility, design, and cost of construction as well as funding of a joint Public Safety Institute ("PSI") to meet the training and educational needs of their communities. They recognize the benefits of a PSI for their students, residents and other public agencies in the region.

WHEREAS, the CITY and JJC value their partnership in developing a PSI, which will offer state-of-the-art training and education for students and public safety personnel. The CITY seeks to provide high-standard training to support its public safety services.

WHEREAS, the parties intend to establish their responsibilities in exploring the PSI's development and are authorized to spend up to \$250,000 each for this purpose. The JJC Vice President of Finance and Administrative Services ("VPFSA") shall approve all costs and take necessary steps to implement this agreement on behalf of JJC.

NOW THEREFORE, in consideration of the mutual premises contained in this Agreement and other good and valuable consideration acknowledged by the Parties upon execution hereof, JJC and the CITY agree as follows:

1. **INCORPORATION OF RECITALS**

The recitals above are incorporated herein as though fully set forth.

2. **PARTY RESPONSIBILITIES**

CITY:

2.01 Subject to the terms, conditions, and provisions of this Agreement, the CITY shall reimburse JJC for an equal share of the costs of exploring the design, concept, costs of construction, and funding of a PSI.

2.02 The CITY shall cooperate with JJC in exploring the feasibility, design, concept, cost for construction, and potential funding of a PSI.

2.03. Representatives of the CITY will meet regularly with representatives of JJC to oversee the planning processes related to feasibility, design, concept, costs of construction and possible funding.

2.04 The CITY shall be responsible for the procurement of and contracting for any CITY-specific consulting services and shall comply with all Illinois Procurement Code and applicable state and local regulations requirements in doing so.

JJC:

2.05 Subject to the terms, conditions and provisions of this Agreement, JJC shall pay all costs of exploration of the design, concept, and study of the feasibility, cost, construction and funding of a PSI, with reimbursement provided to JJC by the CITY as provided in Section 2.01, above. JJC is responsible for its proportionate share of the costs.

2.06 JJC shall cooperate with the CITY in exploring the feasibility, design, concept, cost for construction, and potential funding of a PSI.

2.07 Representatives of JJC will meet regularly with representatives of the CITY to oversee the planning processes related to feasibility, design, concept, costs of construction and possible funding.

2.08 JJC shall be responsible for the procurement of and contracting for architectural, engineering, and any JJC-specific consulting services and shall comply with all Illinois Procurement Code, applicable state and local regulations requirements, and JJC Board Policy in doing so.

BOTH:

2.09 The Parties shall mutually agree on how to best allocate the costs of exploration of the development of a PSI among them.

3. **TERMINATION**

3.01 This Agreement shall terminate upon either the completion of the exploration of the feasibility of a PSI or a notice by either Party as provided in Section 3.03.

3.02 The completion of exploration of the feasibility of a PSI shall occur when the Parties agree that they have obtained all of the information they deem necessary to present to their governing bodies (JJC's Board of Trustees and the City's City Council) another intergovernmental agreement that would govern the complete planning, design, and construction of a PSI by the Parties.

3.03 Either party may terminate this Agreement upon sixty (60) days' written notice to the other Party.

3.04 In the event of termination under Section 3.03, both Parties shall pay their proportionate share of all financial obligations incurred in the exploration of the development of a PSI through the effective date of termination.

4. **NOTICES**

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY:
City Manager
City of Joliet
150 W. Jefferson Street
Joliet, Illinois 60432

FOR JJC:
Vice President for Finance & Administrative Services
Joliet Junior College
1215 Houbolt Road
Joliet, Illinois 60431

5. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by authorized representatives of the PARTIES.

6. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the PARTIES.

7. This Agreement constitutes the sole agreement of the PARTIES with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the PARTIES. It may not be modified except in a writing signed by the PARTIES.

8. If either PARTY fails to require the other to perform any term of this Agreement, that failure does not prevent the PARTY from later enforcing that term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the same term.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

**ILLINOIS COMMUNITY COLLEGE
DISTRICT NO. 525**

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

CITY OF JOLIET

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____