

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN THE

WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD

AND THE

CITY OF JOLIET

FOR THE FUNDING OF A 9-1-1 SURCHARGE

Pursuant to the FY 2025
Surcharge Grant Program

Effective December 1, 2024 to October 31, 2025

DATED: 5/7/25

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN THE

WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD

AND THE

CITY OF JOLIET

FOR THE FUNDING OF A 9-1-1 SURCHARGE GRANT

This AGREEMENT is made and entered into on the 7 day of May, 2025 by and between the WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD (hereafter referred to as "ETSB") and the CITY OF JOLIET (hereafter referred to as "PSAP").

WHEREAS, the ETSB has created a Surcharge Grant Program as outlined in "exhibit one", attached hereto, and hereby incorporated by reference; and

WHEREAS, the PSAP has agreed to participate in said Surcharge Grant Program, and by doing so, has agreed to all of the terms and conditions as outlined in said agreement; and

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution, and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation.

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions set forth in this AGREEMENT and the attached "Exhibit One," the sufficiency of which are hereby acknowledged, the ETSB and the PSAP agree as follows:

- A. That the parties agree to be bound by each and every term and condition as set forth in "Exhibit One" and that all such terms and conditions are hereby made a part of this agreement as if here fully set forth in this INTERGOVERNMENTAL AGREEMENT.
- B. That this Surcharge Grant is expressly given by the ETSB to the PSAP as a single Surcharge Grant for specific qualifying goods and/or services in accordance with "Exhibit One," and is not to be construed as a continuing Surcharge Grant for this, or any other purpose.
- C. That this Surcharge Grant is not a continuing Surcharge Grant but is limited to a one-time agreement, unless the ETSB, at its sole discretion, determines that additional Surcharge Grant or extensions are to be allowed.

- D. The term of the Agreement will take effect as of December 1, 2024, and continue through October 31, 2025.
- E. The receiving agency acknowledges that all purchases made by it shall be legal, proper and in accordance with the "Emergency Telephone System Act", 50 ILCS 750.
- F. That attached hereto, and hereby incorporated by reference as "Exhibit One" is the specific dollar amount of the Surcharge Grant as approved by the ETSB.
- G. That attached hereto, and hereby incorporated by reference as "Exhibit Two" is the Contact Information-Project Proposal form that shall be completed by the PSAP and returned to the ETSB with this executed agreement.
- H. That attached hereto, and hereby incorporated by reference as "Exhibit Three" is the Grant Expenditure Audit Report form that shall be completed by the PSAP in accordance with "Exhibit One".

I. MISCELLANEOUS

- 1. Nonliability: No party to this AGREEMENT shall be liable to any other party for any loss, claim or damages as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from acts of the other party, acts of the government, acts of God, acts of third persons, strikes, embargoes, delays in the mail, transportation and delivery, network or power failures and shortages, fires, floods, epidemics and unusually severe weather conditions, or other causes beyond the control of such party.
- 2. Binding effect: This AGREEMENT shall be binding upon and insure to the benefit of the successors and assigns of the parties as if they too were parties.
- 3. Severability: The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this AGREEMENT is unenforceable as a matter of law, such part or provision of the AGREEMENT shall be deemed severable, and the remainder of the AGREEMENT shall survive.
- 4. Notice: All notices required herein shall be in writing and be served personally or by registered or certified mail, return receipt requested, upon the parties at their principal administrative offices or as otherwise designated.
- 5. Governing law: This agreement shall be governed, interpreted, and construed according to the laws of the State of Illinois.
- 6. Amendment: This AGREEMENT and attached exhibits contain the entire agreement of the parties and shall supersede any prior agreements or

understandings, written or oral, and may only be altered, modified or amended by written consent of the parties.

7. Compliance with laws: The parties agree that they will each observe and comply with all applicable federal, state and local laws that affect performance under this AGREEMENT.
8. Indemnification: The PSAP hereby holds harmless the ETSB for any claims, losses, damages, and liabilities whatsoever relative to actions by third parties as a result of this Surcharge Grant and/or the purchase of goods and services with the Surcharge Grant funds. The PSAP agrees to hold harmless and defend the ETSB, its staff and Board members, from and against any claims, losses, damages, and liabilities, including costs, expenses, and attorney's fees.
9. The ETSB, or its designee, shall have the authority to audit services, equipment or materials purchased through the 9-1-1 Surcharge Grant Program to ensure that said services, equipment or materials are being used in accordance with the Emergency Telephone System Act and the Surcharge Grant Program Guidelines. This audit authority shall remain in effect for the life of the service, equipment or materials purchased through the 9-1-1 Surcharge Grant. Should the ETSB determine that the service, equipment, or materials are not being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Grant Program Guidelines then said service, equipment or materials shall be removed and returned to the ETSB, at the expense of the agency, or the agency shall be required to refund the financial assistance received from the ETSB. The ETSB shall have sole discretion in determining which method of recovery shall be followed by the agency.
10. Forfeiture: Any use of surcharge reallocation funds that is not in compliance with the intergovernmental agreement, shall cause forfeiture of any unexpended reallocation funds and cause forfeiture of any future rights under this or any subsequent grant or surcharge reallocation program by the ETSB.
11. Term of agreement: The term of said agreement will take effect as of December 1, 2024 and continue through October 31, 2025.
12. The agency shall pay all reasonable attorneys' fees to the ETSB for any action necessary to enforce any part of this agreement.

SIGNED:

For the WILL COUNTY EMERGENCY TELEPHONE SYSTEM BOARD:

SIGNATURE: 

Brian Van
Interim Chief Administrator

DATE: 5/8/25

For the CITY OF JOLIET:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

