THE STATE OF ILLINOIS)

COUNTY OF WILL

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET, ILLINOIS AND COUNTY OF WILL, ILLINOIS

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FY 2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this day of _____October, 2024 by and between the COUNTY of Will, acting through its County Executive and its governing body, the County Board of Will County, hereinafter referred to as COUNTY, and the CITY of Joliet, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Will 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, the City of Joliet and the County of Will are public agencies as defined in the Intergovernmental Cooperation Act; 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 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 COUNTY and CITY are disparate partners of the FY 2024 Justice Assistance Grant (JAG) and have been awarded a total amount of \$75,851; and

WHEREAS, the COUNTY and CITY have agreed to split the aggregate award equally in amounts of \$37,925.50; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds so that both parties receive a 50% share of the total FY 2024 JAG award; and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY will act as fiscal agent and ensure that the 50%-50% split of the 2024 JAG award occurs and that both the COUNTY and CITY each receives an amount of \$37,925.50 of these grant dollars.

Section 2.

The COUNTY will provide quarterly reports by the 5th day of the new quarter documenting any funds expended and a written narrative of any activities corresponding with these expenditures.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. Seq. (herein, Tort Immunity Act).

Section 4.

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 the Tort Immunity Act.

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.

City of Joliet, IL

DocuSigned by: W.EtselfBorth

Beth Beatty Joliet City Manager 11/12/2024

County of Will, IL

Signed by: Jennifer Bertino-Tarrant

Jennifer Bertino-Tarrant Will County Executive 12/11/2024

ATTEST:

ATTEST:

-Signed by: Lauren O'Hara

Joliet City Clerk 11/13/2024

Will County Clerk