

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 2024
Surcharge Grant Program

Effective December 1, 2023 to October 31, 2024

DATED: _____

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 ____ day of _____, 20____, 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, 2023 and continue through October 31, 2024.
- 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 inure 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 contains 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, 2023 and continue through October 31, 2024.
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: _____

Anthony Marzano
Chief Administrator

DATE: _____

For the CITY OF JOLIET:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**WILL COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD
9-1-1 SURCHARGE GRANT PROGRAM GUIDELINES
FISCAL YEAR 2024**

SECTION 1 - INTENT

The Will County 9-1-1 Emergency Telephone System Board (ETSB) recognizes that Public Safety Answering Points (PSAPs) may from time-to-time desire to enhance or maintain their communication centers and associated infrastructure in order to provide the highest quality 9-1-1 services to their communities and participating agencies. To that end, the ETSB has approved the funding of its 9-1-1 Surcharge Grant Program (SGP) to assist the PSAPs with funding for these enhancements and maintenance activities.

SECTION 2 - ELIGIBILITY

All PSAPs of the Will County 9-1-1 System and operating under the authority of the ETSB are eligible to participate in the SGP, as well as the County of Will.

SECTION 3 - AVAILABILITY OF FUNDS

The total amount of 9-1-1 grants to be distributed shall be determined by the ETSB and is subject to availability of funding within the ETSB budget. The ETSB may terminate, expand or amend the SGP at its discretion. Any SGP funds awarded to and not expended by the recipient after one year, from the date of award, shall be returned to the ETSB. Funds not yet delivered to the recipient after one year following approval of the Grant shall lapse, unless such a delay is caused by the ETSB.

SECTION 4 – PSAP GRANT FUNDING

In FY 2024 the City of Joliet is eligible to apply for a grant award of \$1,528,800.00

SECTION 5 - 9-1-1 SURCHARGE GRANT FUNDING QUALIFYING EXPENDITURES

The use of the 9-1-1 Surcharge Grant shall be limited to those expenditures specifically identified within Section 35 of the Emergency Telephone System Act (50 ILCS 750/35). The following list identifies examples of qualifying equipment and services, and is not intended to be all inclusive:

PSAPs

Salaries for Telecommunications Staff

Geographic Information Systems (GIS)

9-1-1 Telephone Customer Premise Equipment, Administrative Phones, Redundant System

Radio Equipment and Console Furniture
Computer Hardware/Software used for Call Taking and/or Dispatching
Office Equipment Furniture (chairs, headsets) used for Call Taking and/or Dispatching
Maintenance of Equipment used for Call Taking and/or Dispatching
Emergency Power Systems (UPS/Generator)
Netclock

PARTICIPATING AGENCIES

Mobile Data Terminal (Software and Hardware - Mobile Mapping Program software fees, licenses, and hardware)
Interoperable Radio System Licenses
Data Network License Fees
PSAP Operation Fees

SECTION 6 – AGENCY EXPENDITURE REPORT

Every agency receiving a SGP award shall file an expenditure report using the approved ETSB form (attached as Exhibit Three – Expenditure Audit Report) on or before November 15, 2024. The report shall itemize every expenditure made from the surcharge funds granted to the agency. In addition, proof of each purchase must be provided in the form of copies of paid invoices, or in the case of personnel services copies of payroll records and attached to the expenditure report. The completed form shall be signed by the authorized fiscal agent for the agency and attested to by the Mayor, President, or other Presiding Officer of the agency.

SECTION 7 - ETSB RIGHT TO AUDIT

The ETSB, or its designee, shall have the authority to audit services, equipment or materials purchased through the SGP to ensure that said services, equipment or materials are being used in accordance with the Emergency Telephone System Act and SGP 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 SGP 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 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. The ETSB shall exercise whatever legal action it deems appropriate to recover any funds improperly used.

SECTION 8 - ETSB INDEMNIFICATION

Indemnification: The recipient agency 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 recipient agency 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.

The recipient agency acknowledges that the SGP is subject to the availability of funds and continued reauthorization by the ETSB and is subject to change with or without notice.

SECTION 9 - ETSB FORFEITURE

Any use of surcharge grant funds that is not in compliance with the intergovernmental agreement attached hereto, shall cause forfeiture of any unexpended grant funds and cause forfeiture of any future rights under this or any subsequent grant or surcharge grant program by the ETSB.

SECTION 10 – PROGRAM TERM

The term of the Agreement will take effect as of December 1, 2023 and continue through October 31, 2024.