

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF WILL, AN ENTITLEMENT COUNTY AND THE CITY OF
JOLIET, A METROPOLITAN CITY

THIS AGREEMENT entered into effect the _____ day of _____ 2026, between the City of Joliet, an Illinois municipal corporation (**City**) and the County of Will, Illinois, a body politic and corporate of the State of Illinois (**County**) (**Together, the “Parties;” individually, each a “Party”**).

WHEREAS, an INTERGOVERNMENTAL AGREEMENT was entered into effect the _____ day of _____, 2026, between the City of Joliet, an Illinois municipal corporation (**City**) and the County of Will, Illinois, a body of politic and corporate of the State of Illinois (**County**) (**Together, the “Parties”, individually, each a “Party”**). The INTERGOVERNMENTAL AGREEMENT was so approved by the Will County Board with Will County Resolution _____ on _____, 2026. The purpose of the INTERGOVERNMENTAL AGREEMENT was to identify each party’s role and responsibilities in the implementation and execution of the Southeast Joliet Sanitary District (SEJSD) Water & Sewer System transition.

WHEREAS, the City of Joliet will be taking ownership of the Southeast Joliet Sanitary District (SEJSD) Water & Sewer System from Southeast Joliet Sanitary District (SEJSD) on February 1, 2026,

WHEREAS, the former Southeast Joliet Sanitary District (SEJSD) Water System will be included in and operated by the City of Joliet Department of Public Utilities,

WHEREAS, the former Southeast Joliet Sanitary District (SEJSD) Water & Sewer System currently has approximately 750 active customers,

WHEREAS, the Southeast Joliet Sanitary District (SEJSD) Water & Sewer System that was operated by Southeast Joliet Sanitary District (SEJSD) has a metering system that is not compatible with that used by the City of Joliet,

WHEREAS, until system compatibility is achieved, the customers located in the Southeast Joliet Sanitary District (SEJSD) of Will County will be charged a flat monthly rate for usage,

WHEREAS, the City of Joliet, has identified a scope of work to be performed at each property serviced by the City of Joliet Water & Sewer System located in the Southeast Joliet Sanitary District (SEJSD) of unincorporated Will County to install new water meters and equipment and meter pits, where applicable,

WHEREAS, the City of Joliet, as system owner, has prepared contract documents for the Southeast Joliet Sanitary District (SEJSD) water meter installation project,

WHEREAS, the City of Joliet will include in the contract specifications for the work including plumbing for the meter setting and installation of a meter, radio, dual check-valve, shutoff valve (ball type) where needed, meter bypass ground, bonding jumpers to ensure continuity, and an expansion tank near the hot water heater,

WHEREAS, all specifications for interior plumbing incorporated into the City's contract shall be approved by the City of Joliet prior to release,

WHEREAS, the City of Joliet is authorized to inspect work in unincorporated areas and verify that it has been completed to the standards identified in the Will County Building Code Ordinance,

WHEREAS, the Will County does not have the capacity to schedule and complete all of the plumbing inspections within the time frame identified in the contract,

WHEREAS, the Will County is the entity that approves applications for and issues required permits and collects permitting fees for alterations to properties in unincorporated Will County,

WHEREAS, the Will County agrees to the use of the City of Joliet staff licensed plumber to perform all interior plumbing inspections of the work to be performed per the specifications approved by the County of Will,

WHEREAS, the Will County, will issue a blanket plumbing permit that will include all properties included in the Southeast Joliet Sanitary District (SEJSD) Subdivision Meter Replacement Contract issued by the City of Joliet,

WHEREAS, the Will County, will not charge the awarded contractor any permit fees for any and all properties included in the Southeast Joliet Sanitary District (SEJSD) Subdivision Meter Replacement Contract issued by the City of Joliet,

WHEREAS, the Southeast Joliet Sanitary District (SEJSD) Subdivision Meter Replacement Project is a component of the Water & Sewer System Improvement Plan identified in the INTERGOVERNMENTAL AGREEMENT approved by County Board Resolution _____ and fully executed on _____, 2025 and is being funded with American Rescue Plan Act (ARPA) funding and five program years of Community Development Block Grant (CDBG) funds,

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act") providing Federal Assistance for the support of CDBG activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10, of the 1970 Illinois Constitution:

- "(A)** Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school

districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities”; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised, or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

WHEREAS, the City and the District are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance.

NOW THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between and among the Parties, as follows:

ARTICLE 1: RECITALS

The foregoing recitals are incorporated herein and made part of this Agreement.

ARTICLE 2: BASIS, PURPOSE, AND INTENT

The Parties, by their respective governing bodies, have investigated the provisions of the Act and hereby find and declare:

1. That the recitals hereinabove set forth show that joint action by the City and the County is the most effective way to accomplish the purpose of the Act.
2. That it is the purpose and intent of the Parties by Intergovernmental Agreement to cooperate in undertaking, or assisting in undertaking, essential community development, specifically the County making improvements to the water distribution and sewer collection system within the area of unincorporated Will County known as the Southeast Joliet Sanitary District (SEJSD) area.
3. That it is the purpose and intent of the parties hereto by Intergovernmental Agreement that the City, upon completion of installation of a compatible water meter system, will calculate water and sewer bills based on actual water usage.
4. Further, the City of Joliet will include in the contract for water meter installation, specific improvements to existing interior plumbing and bonding/grounding in

accordance with the attached specifications.

ARTICLE 3: AGREEMENT

1. The Parties agree to cooperate to undertake, or assist in undertaking, the water meter installation project, consistent with what is required by the City of Joliet Public Utilities Department for water system customers, in accordance with the attached specifications.
2. The Parties agree that the City has ownership of, and responsibility to operate, a water distribution and sanitary sewer collection system in unincorporated Joliet Township.
3. The Parties agree that the County of Will has permitting, and inspection jurisdiction of all properties located within unincorporated Will County per the Will County Building Ordinance.
4. The City agrees that the County must approve all interior plumbing specifications prior to issuing a contract for the water meter replacement project.
5. The Parties agree that the County of Will and the City of Joliet have entered into a previous agreement stating that approximately \$4M will be allocated from American Rescue Plan Act (ARPA) funds and \$3M will be allocated from five years of Community Development Block Grant (CDBG) funding to pay for Southeast Joliet Sanitary District (SEJSD) water and sewer system improvements from which the meter replacement project is to be funded.
6. The County agrees, due to having limited capacity to perform the large number of interior plumbing inspections within the project time frame for the meter replacement project, to accept the plumbing inspections from the City of Joliet staff licensed plumber. The City shall provide the name of the inspector to the the Will County Land Use Department.
7. The licensed plumbing contractor that will perform the work associated with the water meter installation project shall be listed on the Will County contractor list.
8. The City agrees that the staff licensed plumber will perform the plumbing inspections and city staff will provide the Will County Building Official and/or Will County Plumbing inspector photographs of completed meter installations and a weekly summary of inspected properties.
9. The City agrees that the County inspection officials may randomly inspect work at any time.
10. The County will issue a single “Blanket Plumbing Permit” to cover all existing properties located in the Southeast Joliet Sanitary District (SEJSD) Subdivision of

Joliet Township, in unincorporated Will County, identified in the Southeast Joliet Sanitary District (SEJSD) Subdivision Meter Replacement contract.

11. The County will issue the single “Blanket Permit” at no cost to the awarded contractor seeking this permit.

ARTICLE 4: DURATION OF AGREEMENT

1. The Agreement shall commence upon approval by both parties and shall continue in operation until work on the Southeast Joliet Sanitary District (SEJSD) Subdivision Meter Replacement Project contract is completed.

ARTICLE 5: RECIPROCAL HOLD HARMLESS

The County will save and hold harmless the City, its awarded contractor and subcontractors, from and against all liabilities, claims, and demands of whatsoever kind or nature arising out of the performance of services by the County, its officers, officials, or employees. The County will defend at its own expense any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.

The City will save and hold harmless the County from and against all liabilities, claims, and demands of whatsoever kind or nature arising out of the performance of services by the City, its officers, officials, employees, or contractors. The City will defend at its own expense any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. The City and its awarded contractor are responsible for providing all plumbing inspections to the County and insuring all work is completed per County approved plumbing specifications.

The City will include in its contract the following provisions:

1. that the awarded contractor is responsible for all work done;
2. that the awarded contractor will hold the County harmless from and against all liabilities, claims, and demands of whatsoever kind or nature arising out of the performance of services by the contractor; and
3. that the awarded contractor will provide a one-year warranty on all work performed.

ARTICLE 6: SEVERABILITY

If any provision of this Agreement is invalid for any reason, such invalidation shall not affect the other provisions of this Agreement which shall be given effect without the invalid provision; and to this end the provisions of this Agreement are to be severable.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials, pursuant to proper resolution of their respective governing bodies.

COUNTY OF WILL, ILLINOIS

By: _____

Date: _____

Name: Jenifer Bertino-Tarrant

Title: Will County Executive

ATTEST:

By: _____

Date: _____

Name: Annette Parker

Title: Will County Clerk

CITY OF JOLIET

By: _____

Date: _____

Name: H. Elizabeth Beatty

Title: City Manager

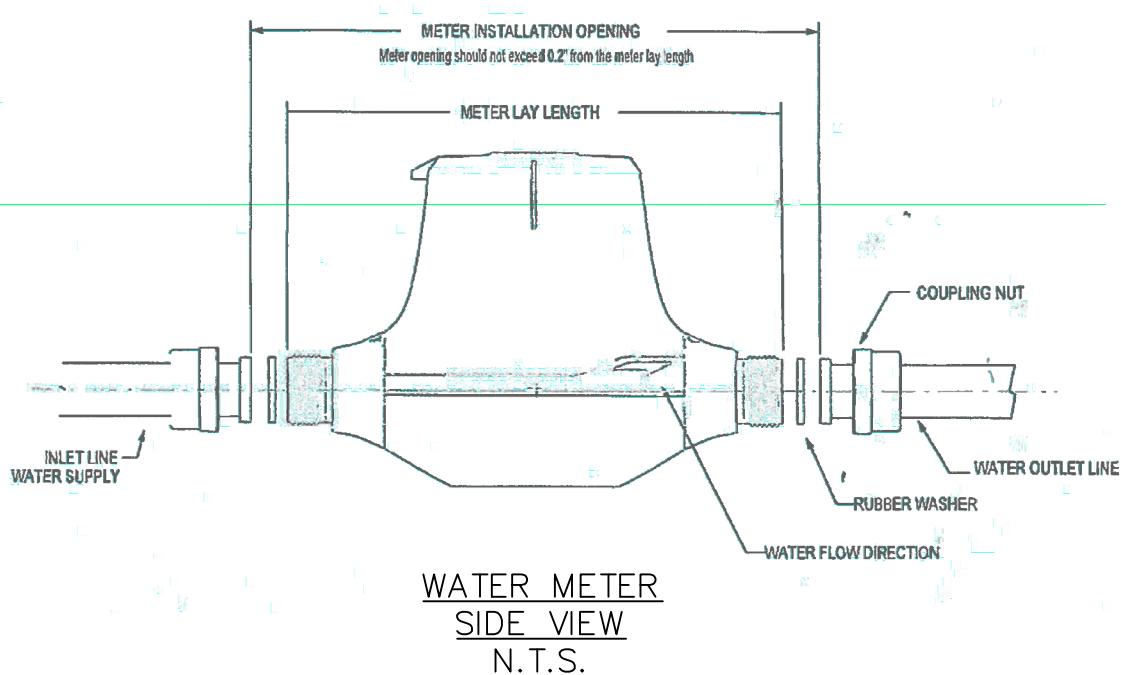
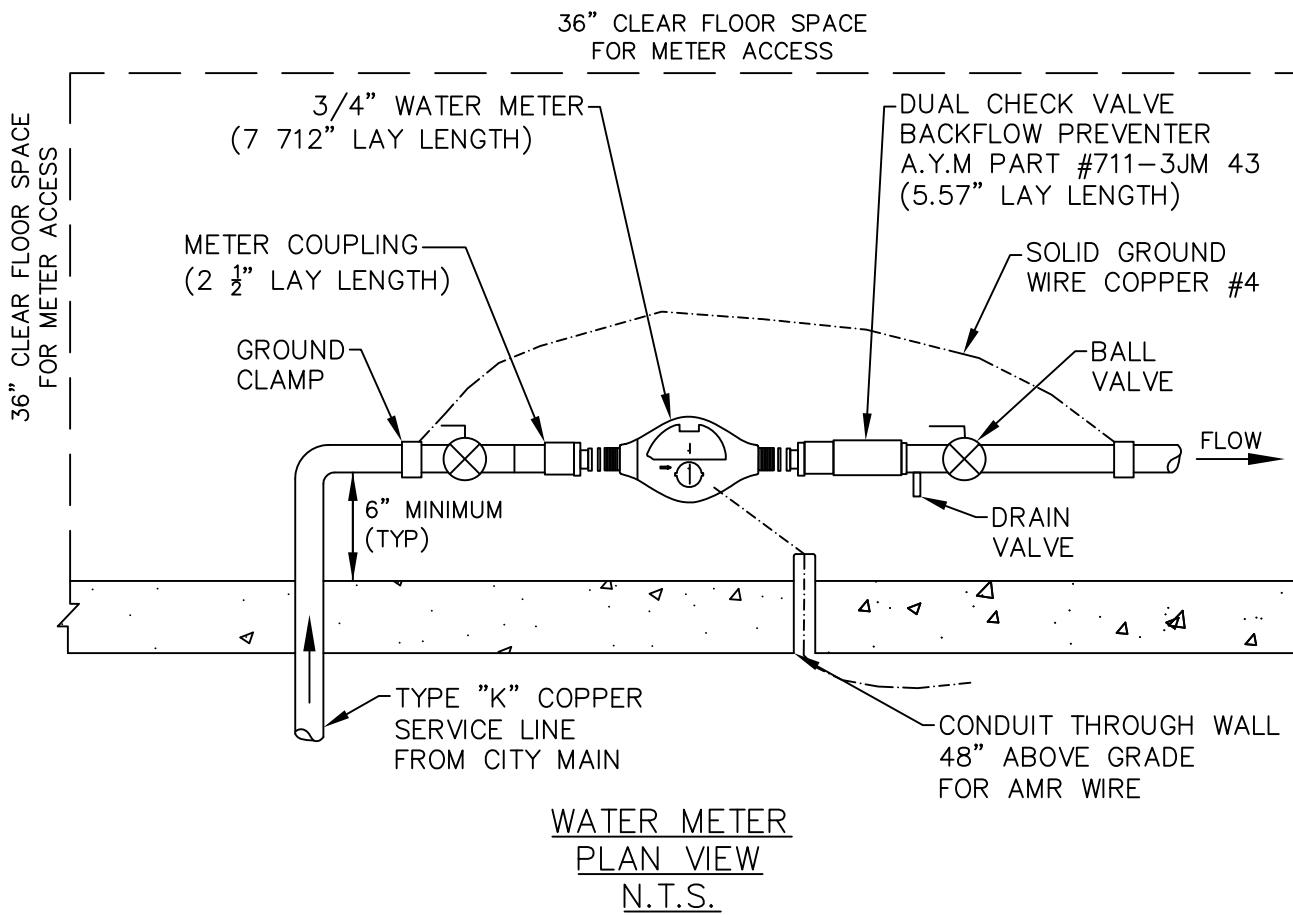
ATTEST:

By: _____

Date: _____

Name: Lauren O'Hara

Title: City Clerk



NOTES:

1. CENTER LINE OF PIPE AT METER TO BE 18" TO 48" ABOVE FLOOR.
2. AMR CONDUIT TO BE 48" ABOVE GROUND LEVEL. LEAVE MINIMUM OF 12" WIRE OUTSIDE HOLE.
3. EXPANSION TANK REQUIRED AFTER DUAL CHECK VALVE BETWEEN SHUTOFF VALVE TO HOT WATER HEATER.
4. INSTALL COPPER PIPING THROUGH ENTIRE METER/VALVE AREA BEFORE CUTTING OUT SECTION FOR METER AND CHECK VALVE.

CITY OF JOLIET, ILLINOIS

ALLY WATER
METER DETAIL
5/8" X 3/4"

NOT TO SCALE