

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

THIS INTERGOVERNMENTAL AGREEMENT entered into effect the \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 USC 5301, *et seq.*), (hereinafter referred to as the “Act”) providing Federal Assistance for the support of Community Development Block Grant (CDBG) activities from the U.S. Department of Housing and Urban Development (HUD), which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the Act makes possible the allocation of funds to Will County for the purpose of undertaking community development program activities within the municipality as authorized in Section 105 of the Act and further identified in Section 570.200-20 of Title 24 CFR, Chapter V, Part 570; and

WHEREAS, the Parties:

1. Have determined that there exists in the unincorporated area of the County commonly known as the Fairmont Subdivision of Lockport Township, the need for various public improvements to the potable water system and sanitary sewer collection system, for which there is an urgent need; and
2. Have determined, based on this urgent need, that an experienced utility system operator would be the best candidate to take over the dilapidated system; and
3. The City of Joliet entered into an Inter-Governmental Agreement with Lockport Township to acquire, own and operate the Fairmont water and sewer system; and
4. The County entered into an Inter-Governmental Agreement with the City of Joliet, providing \$3.5 million dollars over five years to address immediate improvements to the current system and transfer the water source from Township wells to City of Joliet; and
5. Have determined, that the City of Joliet has invested its own funds in system improvements, however, a joint approach to system rehabilitation would be most beneficial to the residents of Fairmont; and
6. Have determined that the next area of concern to be addressed is the rehabilitation of the sewer system which has deteriorated to the point where the sewer system is being infiltrated by storm and ground water; and
7. Have determined that the infiltration of storm and ground water through the system has placed total flow at a level exceeding the maximum system capacity resulting in sewerage overflows; and
8. Have agreed to implement the attached improvement plan and that said improvements can be accomplished by participation in the program established by

- the Act, and in effectuation of the purposes thereof; and
9. Have agreed to the total cost of \$1,110,604 utilizing \$500,000 in USEPA funds to be utilized by the City of Joliet via a Community Grant obtained by the County, \$410,604 in Program Year 2024 CDBG capital improvement funds awarded to the City of Joliet through annual application of County CDBG funds, and \$200,000 in Land Use annual allocation for Community Development; and
  10. Have agreed that the City of Joliet, will also enter into a Sub-Recipient Agreement with Will County for the project and utilization of CDBG funding per HUD regulations; and
  11. Have agreed that the City of Joliet will not engage in any “Choice Limiting Actions” prior to the full execution of the subrecipient agreement, due to such actions will place funding at risk; and
  12. Have determined that the County cannot guarantee the release of CDBG or USEPA funding, and if for any reasons beyond the control of the County, these funds are not allocated, the terms of this Intergovernmental Agreement will be void until that time alternate funding sources can be secured by the County of Will and the City of Joliet; 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, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) provide as follows:

“Section 3. INTERGOVERNMENTAL COOPERATION. Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law.”

“Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any

powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;” and

WHEREAS, the Parties have authorized the execution of this Agreement, as an exercise of their respective powers and other governmental authority, and as an exercise of their intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois.

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 Lockport Township known as the Fairmont area.
3. That it is the purpose and intent of the parties hereto by Intergovernmental Agreement that the City, upon commencement by the County of making improvements to the sewer collection system in accordance with the attached Sewer Rehabilitation Plan

ARTICLE 3: AGREEMENT

1. The County and the City agree to cooperate to undertake, or assist in undertaking, specified sewer system improvements in accordance with the attached improvement plan.
2. The Parties agree that the City has ownership of, and responsibility to operate, a water distribution and sanitary sewer collection system in unincorporated

Lockport Township without annexation of such area.

3. The Parties agree that the City shall enter into a written sub-recipient agreement with the County in conformance with HUD Regulations at 24 CFR 570.503
4. The Parties agree to take all required actions to assure compliance with the County's certification as to and under the provisions of the National Environmental Policy Act of 1969, Uniform Relocation Act, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Sec. 504 of the Rehabilitation Act of 1973, Section 104(b) and 109 Title I of the Housing and Community Development Act of 1974, as amended, and the Americans with Disabilities Act, as amended, and other applicable Federal and State laws.
5. The City agrees to evidence its consent to participate in this Agreement by providing the County with 1) a certified copy of a resolution from the governing body of the City that the Chief Elected Official of the City is authorized to sign the Agreement and, 2) an unqualified opinion of its legal counsel acceptable to the County concluding that the City is authorized under Illinois and local law to enter into the terms and provisions of the agreement and to undertake or assist in undertaking community development activities under the CDBG program.

#### ARTICLE 4: DURATION OF AGREEMENT

1. The Agreement shall commence upon approval by both parties and shall continue in operation for the term of the CDBG Agreement, unless extended by mutual agreement, commencing on that date for the duration of the official Will County Community Development program years or until all CDBG funds, including program income or income generated from the expenditure of such funds, which may be received from HUD for such program years have been expended, returned or otherwise accounted for, to the satisfaction of HUD, whichever is longer.
2. That the County and the City may not terminate or withdraw from this Agreement while this Agreement remains in effect.

#### ARTICLE 5: PROGRAM INCOME

1. That the City will inform the County of any income generated by the expenditures of funds received by the City from the County.
2. That any such program income must be returned to the County for the reprogramming for eligible activities for use in any part of the County, as the County determines is best.
3. That the County shall monitor and report to HUD on the use of any program

income.

4. That the City shall comply with all rules and regulations for the appropriate record keeping in relation to the generation and return of any program income.
5. That, in the event of a closeout of a project, change in status of the City or termination of this Agreement, any program income that is on hand at that time or is received subsequent thereto, shall be returned to the County.

#### ARTICLE 6: PROPERTY ACQUISITION AND DISPOSITION

1. That the City shall comply with all rules and regulations in connection with the acquisition and disposition of real property.
2. That the City shall immediately notify the County of any modification or change in the use of the acquired real property from the use planned at the time of the acquisition or improvement, including but not limited to, disposition.
3. That the City shall pay to the County an amount equal to the current fair market value (less any portion thereof attributable to expenditures on non-CDBG funds, where applicable), on any property acquired or improved with CDBG funds which the City sells or transfers for a use which does not qualify under CDBG regulations.
4. That any program income generated from the disposition or transfer of property prior or subsequent to closeout, change of status of the City, or termination of this Agreement shall be returned by the City to the County for reprogramming for eligible activities in any part of the County, as the County determines best.

#### ARTICLE 7: ALLOCATION AND EXPENDITURES

No funds under the terms of this agreement will be allocated, obligated or expended by the City prior to approval by the County.

#### ARTICLE 8: PROHIBITION FROM FUNDING

The County and the City agree that the County is prohibited from and shall not fund the City for activities in, or in support of, the City when the City does not affirmatively further fair housing within its corporate limits or when the City's actions impede the County's actions to comply with its fair housing certification to the Federal Government.

ARTICLE 9: CITY AS SUB-RECIPIENT

The City agrees that, pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to sub-recipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

ARTICLE 10: NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS POLICY

The City certifies that it has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within the jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights and demonstrations within its jurisdictions.

ARTICLE 11: REMEDIES

1. Upon the determination by HUD or by the County that any funds provided to the City under this program have been spent in violation of the requirements of Federal or State law, or the items of this Agreement, such funds will, upon the request of the County, be returned to the County.
2. The City will take such action as directed by HUD or the County to alter or modify a program to eliminate a violation of law.
3. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. Venue for any dispute shall be the 12<sup>th</sup> Judicial Circuit, Will County, Illinois.

ARTICLE 12: RECIPROCAL HOLD HARMLESS

The County will save and hold harmless the City 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.

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and all costs and other expenses arising therefrom.

ARTICLE 14: 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:

\_\_\_\_\_  
**Jennifer Bertino-Tarrant**  
Will County Executive

ATTEST:

By:

\_\_\_\_\_  
**Charles B. Pelkie, Jr.**  
County Clerk

Date:\_\_\_\_\_

**City of Joliet  
Illinois**

By:

\_\_\_\_\_  
**Terry D’Arcy**  
Mayor

ATTEST:

By:

\_\_\_\_\_  
**Lauren O’Hara**  
City Clerk

Date:\_\_\_\_\_



## Sewer Rehabilitation Plan

<u>Fairmont Area Tributary to the Canal Street Lift Station:</u>	Quantity	Unit Price	Cost
Precleaning and Televising	17450	\$5.32	\$92,834.00
8-inch CIPP	10750	\$38.57	\$414,627.50
10-inch CIPP	5200	\$39.90	\$207,480.00
12-inch CIPP	1500	\$46.55	\$69,825.00
Lateral Reinstatements	283	\$99.75	\$28,229.25
Manhole Rehabilitation	57	\$5,320.00	\$303,240.00
		<b>Subtotal:</b>	<b>\$1,116,235.75</b>