



**ORDINANCE NO. 395-2024**

STATE OF ILLINOIS     )  
  )     SS  
COUNTY OF WILL     )

**ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND JOLIET TOWNSHIP CONCERNING THE JOLIET AFRICAN AMERICAN CONTEXT STUDY**

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes units of local government, such as municipalities and townships to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

**WHEREAS**, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibit by law; and

**WHEREAS**, the City of Joliet (hereinafter referred to as the "City") and Joliet Township (hereinafter referred to as the "Township") are both units of local government under the Intergovernmental Cooperation Act; and

**WHEREAS**, the City has been certified by the Illinois State Historic Preservation Office as a Certified Local Government (CLG); and

**WHEREAS**, the City was awarded an FY2024 CLG Matching Grant in the amount of \$21,000 to fund a historic context study of the integral role African Americans played in the history of Joliet (hereinafter referred to as the "Project");

**WHEREAS**, The Illinois Department of Natural Resources (IDNR) is the administrator of these grant funds, and the City will enter into an intergovernmental grant agreement with IDNR to accept these grant funds;

**WHEREAS**, the project goals include: document Black history in an accurate narrative, acknowledge racial injustice using history, recognize historic properties important to the Black community, challenge misinformation about the Black experience, and record Black voices for future generations;

**WHEREAS**, the City, in recognition that this project needs to include areas outside of the City limits to be comprehensive and meaningful, sought a partnership with Joliet Township;

**WHEREAS**, the project goals align with Joliet Township's mission to foster more inclusive and equitable long-range planning and education efforts; and

**WHEREAS**, the City proposes that a cost sharing agreement between the City and Township be established to carry out the mission and vision of this project.

**WHEREAS**, the City of Joliet and Joliet Township desire to enter into INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND JOLIET TOWNSHIP CONCERNING THE JOLIET AFRICAN AMERICAN CONTEXT STUDY (hereinafter referred to as the "Agreement") to carry out the Project and the cost sharing agreement between the parties.

**NOW, THEREFORE, BE IT ORDAINED** by the Supervisor and Board of Trustees of Joliet Township, Will County, Illinois, as follows:

**Section 1. Recitals.** The above recitals and findings are found to be true and correct and are incorporated herein and made a part hereof, as if fully set forth in their entirety.

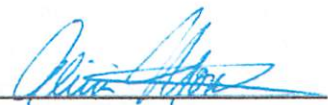
**Section 2. Agreement.** The Joliet Township Board of Trustees hereby approves the INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND JOLIET TOWNSHIP CONCERNING THE JOLIET AFRICAN AMERICAN CONTEXT STUDY (hereinafter referred to as the "Agreement") and further authorizes the Supervisor and Clerk to execute the Agreement.

**Section 3. Severability.** The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, but such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 4. Repealer.** All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

**Section 5. Effective Date.** This ordinance shall be in full force and effect immediately upon passage and approval by the Supervisor and Board of Trustees of Joliet Township, Will County, State of Illinois due to the urgent nature of this matter.

**PASSED** this 13<sup>th</sup> day of February, 2024



Alicia Morales, Township Clerk

**Exhibit A**

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND JOLIET TOWNSHIP  
CONCERNING THE JOLIET AFRICAN AMERICAN CONTEXT STUDY**

This Intergovernmental Agreement is made and entered into this 13<sup>th</sup> day of February, 2024, by and between the City of Joliet (City) and Joliet Township.

**Whereas**, the City has been certified by the Illinois State Historic Preservation Office as a Certified Local Government (CLG); and

**Whereas**, the City was awarded an FY2024 CLG Matching Grant in the amount of \$21,000 to fund a historic context study of the integral role African Americans played in the history of Joliet (hereinafter referred to as the "Project");

**Whereas**, The Illinois Department of Natural Resources (IDNR) is the administrator of these grant funds, and the City will enter into an intergovernmental grant agreement with IDNR to accept these grant funds;

**Whereas**, the project goals include: document Black history in an accurate narrative, acknowledge racial injustice using history, recognize historic properties important to the Black community, challenge misinformation about the Black experience, and record Black voices for future generations;

**Whereas**, the City, in recognition that this project needs to include areas outside of the City limits to be comprehensive and meaningful, sought partnerships with Joliet Township, Will County and Lockport Township;

**Whereas**, the project goals also aligns with Joliet Township's mission to foster more inclusive and equitable long-range planning and education efforts; and

**Whereas**, the City proposes that a cost sharing agreement between the City and Joliet Township be established to carry out the mission and vision of this project.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged by the City and Joliet Township, and intending to be legally bound hereby, the parties agree to the provisions and terms provided as follows:

**Section 1: Joliet Township to Contribute \$20,000 in Funding for the Project**

Joliet Township will make a payment to the City in the amount of \$20,000 for this Project. The payment will be due upon execution of the agreement. The City will place these funds into the Project grant account and the City will exclusively use these funds to pay for project costs.

**Section 2: City to Manage the African American Historic Context Study**

The City agrees to manage the Project, including but not limited to establishing a steering committee, procurement of consultant, project reporting to grant funders, payments to consultant and ensuring project deliverables.

**Section 3: Project Steering Committee Participation**

The City will establish a project steering committee. Joliet Township will appoint a resident, preferably a resident who lives in unincorporated Joliet Township, to the steering committee.

**Section 4: Public Education Events: Sponsorship and Promotion**

The selected consultant will deliver two public presentations, hosted at the Joliet Area Historical Museum, on topics derived from the findings of this context study. Under this agreement, Joliet Township shall be named as a sponsor of these two events. Joliet Township shall promote these two events. No additional costs are anticipated for sponsorship and promotion at this time.

**Section 5: Project Deliverables**

The City will provide Joliet Township with copies of all project deliverables, including but not limited to the final context study report, presentations, and research materials.

**Section 6: Term of Agreement**

This Agreement shall be deemed dated and become effective on the date of the last of the party's sign, as set forth below, the signature of their duly authorized representative. This agreement will expire upon the Illinois Department of Natural Resources approval of the final project report and final deliverables. The City's grant agreement with IDNR will expire on 01/31/2026 unless extended.

**Section 7: Termination**

The City or Joliet Township may terminate and cancel this Agreement at any time upon 30 days written notice to the other parties of its intent to terminate.

**Section 8: Entire Agreement**

This instrument contains the entire Agreement between the Parties. No statements, promises, or inducements made by any party that is not contained in this written Agreement shall be valid or binding. This Agreement may only be modified or amended by official action of the corporate authorities of each party.

**Section 9: Governing Laws**

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. The City hereby specifically reserves any immunity or defense it may have under the law.

**Section 10: Partial Invalidity**

In the event that any of the provisions of this Agreement shall be construed as or declared invalid, unenforceable, or unconstitutional then such invalidity, unenforceability, or unconstitutionality shall not affect the remaining provisions of this Agreement and said provisions shall be given full force and effect as if the invalid, unenforceable, or unconstitutional provision did not exist.

All notices required by this Agreement shall be sent or delivered to:

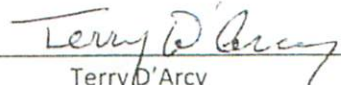
JOLIET TOWNSHIP  
ATTN: Supervisor  
175 W. Jefferson St.  
Joliet, Illinois 60432

CITY OF JOLIET  
ATTN. Manager  
150 W. Jefferson St.  
Joliet, IL 60432

IN WITNESS WHEREOF, the parties execute this Agreement effective on the date first above written.

CITY OF JOLIET,  
A Municipal Corporation

By:   
Beth Beatty  
City Manager

Attest:   
Terry D'Arcy  
Mayor

Attest:   
Christa M. Desiderio  
City Clerk

JOLIET TOWNSHIP,  
A Body Politic

By:   
Angel Contreras  
Joliet Township Supervisor

Attest:   
Alicia Morales  
Township Clerk

APPROVED this 13<sup>th</sup> day of February, 2024



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Angel Contreras, Supervisor

ROLL CALL VOTE:

Those Voting For: Trustees Arias, Escutia, Edwards, Slattery and Supervisor Contreras

Those Voting Against: None

Those Not Voting: