

**JOLIET TOWNSHIP
WILL COUNTY, ILLINOIS**

**ORDINANCE
NO. 412-2025**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
JOLIET TOWNSHIP GOVERNMENT AND WILL COUNTY SHERIFF'S
OFFICE REGARDING TRANSPORTATION FOR HEALTH AND SOCIAL
SERVICES**

TOWNSHIP BOARD
CESAR GUERRERO, Township Supervisor
KENDRA LANDFAIR, Township Clerk

QUINN ADAMOWSKI
ANDREA BIBIAN
ARCHIE GAVIN
BETTY WASHINGTON
Township Trustees

**INTERGOVERNMENTAL AGREEMENT BETWEEN
JOLIET TOWNSHIP GOVERNMENT AND WILL COUNTY SHERIFF'S
OFFICE REGARDING TRANSPORTATION FOR HEALTH AND SOCIAL
SERVICES**

WHEREAS, Joliet Township Government is a township in Will County, Illinois (hereinafter referred to as "TOWNSHIP") organized under the Township Code; and

WHEREAS, the Will County Sheriff is a constitutional and statutory officer elected in the Will County, Illinois (hereinafter referred to as "SHERIFF"); and

WHEREAS, the County of Will is a constitutional and statutory unit of local government in Will County, Illinois (hereinafter referred to as "COUNTY")

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that public agencies 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; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes public agencies to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the TOWNSHIP and COUNTY are both public agencies as defined by the Illinois Intergovernmental Cooperation Act; and

WHEREAS, the COUNTY and Sheriff provides health and social services to the residents of Joliet Township who often lack transportation and means to receive such services;

WHEREAS, the TOWNSHIP has a transportation department and programs that allow Joliet Township residents to receive transportation for certain reasons, including to receive the services provided at the COUNTY;

WHEREAS, the COUNTY, in order to facilitate health and social services and programs to the residents, wishes to contract with the TOWNSHIP for its transportation services in exchange for money; and

WHEREAS, the TOWNSHIP and COUNTY have elected to cooperate with each other and set forth the rights and responsibilities of each party.

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the TOWNSHIP and COUNTY agree as follows:

1. The above Recitals are substantive and are incorporated herein by reference as if fully set forth in this paragraph 1.

2. TRANSPORTATION SERVICES

- A. The TOWNSHIP agrees to provide the SHERIFF access to the TOWNSHIP's transportation services program to provide transportation for the County's clients to receive work, health, and social services at locations approved by the SHERIFF. The COUNTY and SHERIFF understands and agree that the TOWNSHIP shall only be required to provide transportation services as is practicable given Joliet Township Government's staffing and vehicle availability.
- B. The COUNTY agrees to the following:
- i. SHERIFF's staff shall coordinate with and arrange transportation for the SHERIFF's clients from the TOWNSHIP's transportation department;
 - ii. SHERIFF's staff will complete the (a) client intake form and the (b) rider expectation policy for each client and submit both completed documents to the TOWNSHIP's Transportation Coordinator prior to transportation being provided to each of COUNTY's clients;
 - iii. Transportation requests shall be made at least two (2) business days prior to the transportation date, and such requests shall be submitted electronically at <https://forms.office.com/r/wfBvEm4h7H>; and
 - iv. SHERIFF shall be responsible for all communication with the SHERIFF's clients, including but not limited to communication to the client that transportation is finalized and confirmed.
- C. The TOWNSHIP will make best efforts to ensure transportation for all of the SHERIFF's clients, but the COUNTY and SHERIFF understand that the TOWNSHIP is limited by van and employee availability and ride capacity issues.

3. In exchange for the TOWNSHIP providing transportation services in accordance with this agreement, the COUNTY agrees to pay the following: (i) for trips to or from a location within Joliet Township, \$7.50 each way; (ii) for trips to or from a location outside of Joliet Township, \$7.50 for every 5 miles traveled up to 20 miles plus a flat fee of \$7.50; (iii) for trips to or from a location outside of Joliet Township that exceed 20 miles, \$15.00 for every 5 miles plus a flat fee of \$7.50. For purposes of determining distance outside of Joliet Township, the trip shall be calculated from the Joliet Township border at whichever point the trip exited or entered Joliet Township. TOWNSHIP will maintain necessary logs for purposes of showing the route used so that proper auditing may be completed if requested by any PARTY.
4. Term. This Agreement shall remain in effect for a period of one (1) year from its original execution date, and shall renew for successive one (1) year terms until the agreement is terminated by either party for any reason or no reason after providing the other party with no less than forty-five (45) days written notice.
5. Transportation Data. The TOWNSHIP's Transportation Department will compile all trip reports data and accomplishments as a result of this agreement, including the following: a comparison of actual accomplishments of each trip taken established for the period; where the accomplishments can be quantified, a computation of the cost, and a demonstration of the cost-effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established accomplishments were not met, if appropriate (hereinafter referred to as the

"Transportation Data"). The COUNTY agrees that the Transportation Data produced as a result of this agreement is the property of the TOWNSHIP and will not be published or distributed except as prescribed by the TOWNSHIP, unless required by law or court order.

6. Each PARTY will indemnify the other PARTIES for any claim, cause of action, judgment, damages, or awards resulting from the action or inaction of the indemnifying PARTY's officers, agents, or employees. For avoidance of doubt the SHERIFF's clients are neither officers, agents, nor employees. This indemnity includes reasonable attorneys fees and court costs and shall survive the termination of this Agreement. Nothing in this Agreement shall be construed to prohibit the indemnified PARTY from selecting its own counsel or participating in its own defense.
7. This document shall be the final embodiment of the Agreement by and between the TOWNSHIP and COUNTY. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper approvals of the TOWNSHIP and COUNTY.
8. This Agreement may be executed in duplicate counterparts or duplicate originals, each with the same force and effect as the original.
9. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
10. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois and shall be governed by the laws of the State of Illinois irrespective of choice of law considerations.
11. Any notices under this Agreement shall be sent as follows:

If to the TOWNSHIP:

Joliet Township
ATTN: Supervisor
175 W. Jefferson St
Joliet, IL 60432
supervisor@joliettownship.net

If to the COUNTY:

Will County Sheriff's
Office Bonnie
McPhillips
Program Director
16911 W Laraway Rd, Suite 101 Joliet, IL
60433 bmcphillips@willcosherriff.org

with a copy to:

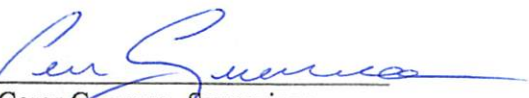
Odelson, Murphy, Frazier &
McGrath
Attn: Pricilla E. Centeno
3318 W 95th Street
Evergreen Park, IL 60805
pcenteno@omfmlaw.com

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

12. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
13. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.
15. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

IN WITNESS WHEREOF, the undersigned, by their signatures, do hereby enter into this Agreement on the date set forth below.

JOLIET TOWNSHIP GOVERNMENT,

By: 
Cesar Guerrero, Supervisor

ATTEST:

By: 
Kendra Landfair, Clerk

Dated at Joliet, Illinois this 20 day of October, 2025.



[SIGNATURE PAGE TO FOLLOW]

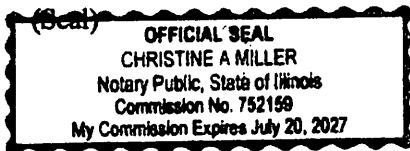
WILL COUNTY SHERIFF'S OFFICE,

By Mike Kelley
Mike Kelley, Sheriff

ATTEST:

By: Christine A Miller

Dated at Joliet, Illinois this 25 day of September, 2025.

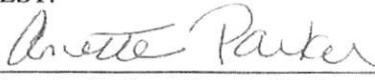


[SIGNATURE PAGE TO FOLLOW]

COUNTY OF WILL

By 
Jennifer Bertino Tarrant, County Executive

ATTEST:

By: 
Annette Parker, County Clerk

Dated at Joliet, Illinois this 9 day of October, 2025.

(Seal)