Agenda Item # 34

Distribution:
County Board
County Administrator
Sheriff
City of Waukegan

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR JUNE, A.D., 2006 SESSION

JULY 11, A.D., 2006

MADAM CHAIRMAN AMD MEMBERS OF THE COUNTY BOARD:

Your Law and Judicial and Financial and Administrative Committees present herewith a Joint Resolution authorizing an intergovernmental agreement between the City of Waukegan and the County of Lake to allow the city of Waukegan to utilize the Jail Parking Lot as specified in the attached agreement, and requests its adoption.

Respectfully submitted,

	Aye	Nay		Aye	Nay
Audrey Nixon Chairman	✓		[signature] Chairman	X	
Vice-Chairman			Stephen Mountain Vice-Chairman	X	
Sandy Cole	✓		Ann Flanigan Bassi	✓	
Steph E. Carlson	✓		Robert Sabonn	✓	
Carol Calabrese	✓		Carol Calabrese	✓	
			Steph E. Carlson	✓	
Law & Judicial Committee			Financial & Administrative		

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (IICA), public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County and the City are public agencies within the meaning the IICA; and

WHEREAS, due to increased traffic congestion on the streets of downtown Waukegan on Sundays and interference with street traffic due to the public's using the free parking spaces along the street, the City has requested the County make available to the public its jail parking lot located at 20 South County Street, Waukegan ("Jail Parking Lot") on Sundays, during the higher traffic times of 9 a.m. to 2 p.m.; and

WHEREAS, the County can make available to the general public up to 100 parking spaces within its Jail Parking Lot on Sundays from 9 a.m. to 2 p.m. with no impact on the needs of the County or the Lake County Sheriff's Department; and

WHEREAS, the Jail has visiting hours beginning on Sunday mornings at 11:30 a.m. and it is impractical for the Jail Parking Lot to be generally open for additional public parking at that time, although the public vehicles already present can remain in the Jail Parking Lot until 2 p.m. without adversely affecting the needs of the Jail; and

WHEREAS, attached hereto is an Intergovernmental Agreement between the County of Lake and the City of Waukegan wherein the County agrees to assist the City in alleviating problems with traffic congestion in Waukegan on Sundays by making available for public parking a portion of the County's Jail Parking Lot.

NOW, THEREFORE, BE IT RESOLVED by this County Board of Lake County, Illinois that the attached Intergovernmental Agreement by and between the County of Lake and the City of Waukegan be entered into, and the Chairman of the Lake County Board is hereby authorized to execute said Intergovernmental Agreement on behalf of the County.

DATED, at Waukegan, Lake County, Illinois on this 11th day of July, A.D., 2006.

Attachment

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF LAKE AND THE CITY OF WAUKEGAN

THIS AGREEMENT is dated this ____ day of June, 2006 and is made and entered into by and between the COUNTY OF LAKE, a unit of local government of the State of Illinois, acting through its Chairman and County Board (hereinafter, the County), and the CITY OF WAUKEGAN, a unit of local government located within the County, acting through its Mayor and City Council (hereinafter, the City).

RECITALS

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (IICA), public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County and the City are public agencies within the meaning the IICA; and

WHEREAS, due to increased traffic congestion on the streets of downtown Waukegan on Sundays and interference with street traffic due to the public's using the free parking spaces along the street, the City has requested the County make available to the public its jail parking lot located at 20 South County Street, Waukegan ("Jail Parking Lot") on Sundays, during the higher traffic times of 9 a.m. to 2 p.m.; and

WHEREAS, the County has determined there is a substantially reduced need for parking by County and Lake County Sheriff's Department employees on Sundays and has further determined that the market rate for parking downtown in Waukegan on Sundays is negligible, and therefore, any parking fees that may be generated by charging for parking in the Jail Parking Lot on Sunday would not be appreciably greater than the costs of either staffing or metering the Jail Parking Lot; and

WHEREAS, the County can make available to the general public up to 100 parking spaces within its Jail Parking Lot on Sundays from 9 a.m. to 2 p.m. with no impact on the needs of the County or the Lake County Sheriff's Department;

WHEREAS, the Jail has visiting hours beginning on Sunday mornings at 11:30 a.m. and it is impractical for the Jail Parking Lot to be generally open for additional public parking at that time, although the public vehicles already present can remain in the Jail Parking Lot until 2 p.m.

without adversely affecting the needs of the Jail; and

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

Section 2. PARKING LOT ACCESS

Commencing immediately upon execution of this agreement by both parties ("Commencement Date") and continuing weekly thereafter until this agreement is terminated as provided herein, the County shall make 100 parking spaces to be designated by the County ("Designated Spaces"), within the Jail Parking Lot available for parking by the public on Sundays from 9 a.m. to 2 p.m., ("Open Parking Time") and continuing weekly thereafter each Sunday, in the following manner:

a. Within 3 days of the Commencement Date, the County shall provide to the City a key card, which shall allow for opening and closing the entrance gate to the Jail Parking Lot on Sundays from 9 a.m. to 11 a.m. The City shall notify the County of the name of its agent ("City Agent"), along with emergency telephone number for reaching the agent, who shall be responsible for opening the gate at 9 a.m. Sunday and closing the gate at 11 a.m. on Sunday and for ensuring that the public parks in the Designated Spaces and that the Designated Spaces are clear of vehicles after the 2 p.m. closing time by advising the Lake County Sheriff's Department of any vehicles remaining in the Designated Spaces after the 2 p.m. Sunday closing time. The County shall provide the City a map or other writing describing the Designated Spaces.

b. Any member of the public may park in the Jail Parking Lot during the Open Parking Time as provided herein. However, any vehicles remaining in the Jail Parking Lot after the closing time of 2 p.m. on Sundays will be subject to immediate towing as per the County towing ordinance, "Rules and Regulations Governing Public Buildings and Grounds". The City shall reimburse the County for the cost of posting appropriate signage at the entrance to the Jail Parking Lot indicating the public accessibility to the lot only on Sundays from 9 a.m. to 11 a.m., that all public vehicles entering the lot must have vacated the lot by 2 p.m. Sunday and that any such vehicles remaining after 2 p.m. would be subject to towing as per Lake County ordinance. Cost of said signage not to exceed $150.00.

Section 3. EFFECTIVE DATE AND TERM

This Agreement shall be in full force and effect from and after its execution by the parties hereto.

Section 4. NOTICES

All notices or other communications between the Parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally or by fax, to the parties at the following addresses or such other address as the Parties may, by notice, designate:

If to the County:
Chairman of the Lake County Board
18 N. County Street, 10th floor
Waukegan, IL 60085

Copy to:
Chief, Civil Trial Division
Lake County State's Attorney
18 North County Street, 3rd Floor
Waukegan, IL 60085

If to the City:
Mayor of the City of Waukegan
City Hall
Waukegan, IL 60085

Copy to:
(Attorney for City)

Section 5. ENFORCEMENT

In addition to any other remedies provided for herein, the parties hereto may in law or in equity enforce or compel the performance of this Agreement, and shall otherwise have all remedies provided by law.

Section 6. AMENDMENTS

This Agreement shall not be modified, changed, altered, amended, or terminated without the written and duly authorized consent of the parties.

Section 7. WAIVER

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

Section 8. NON-ASSIGNABILITY

No Party shall assign, delegate or transfer this Agreement or any rights or interest or duties herein without the express written consent of the other parties.

Section 9. INDEMNITY

The City agrees to indemnify, defend and hold harmless the County, and its officers, agents and employees from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorney's fees) relating to or occurring in connection with the City's, and its officers, agents, employees, or any member of the public's entry upon or use of the Jail Parking Lot during the Sunday Open Parking Period. Notwithstanding anything to the contrary contained in this agreement, the indemnities contained in this paragraph shall survive termination of this agreement for accidents or occurrences occurring during the term of this agreement.

Section 10. JOINT DEFENSE

The parties agree to cooperate with each other in the defense of any lawsuit regarding the legality or enforceability of this agreement, or any provision herein.

Section 11. TERMINATION

This agreement may be terminated by either party with or without cause on one week's prior written notice. Upon termination of this agreement the City shall immediately return the County's key card.

Section 12. SEVERABILITY

This Agreement has been negotiated by the parties and shall not be construed against the party drafting this Agreement. It is the intent of the parties that this Agreement be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the parties shall control. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

IN WITNESS WHEREOF, the County and the City have by their hands affixed their seals on the date first above written.

COUNTY OF LAKE

By:_____
Chairman
Lake County Board

ATTEST:

_____
Lake County Clerk

CITY OF WAUKEGAN

By:_____
Mayor
CITY OF WAUKEGAN

ATTEST:

_____
City Clerk
CITY OF WAUKEGAN