



# Lake County Illinois

## Master

**File Number: 08-0761**

**File ID:** 08-0761

**Type:** Resolution

**Status:** Regular Agenda

**Version:** 1

**Reference:**

**Controlling Body:** Financial and Administrative Committee

**File Created Date :** 10/02/2008

**File Name:** 28171 Intergovernmental Agreement

**Final Action:**

**Title:** Your Financial and Administrative Committee presents herewith a Resolution authorizing the Chair of the Board to execute the Intergovernmental Agreement between the City of Waukegan and County of Lake acknowledging that Lake County will make sidewalk improvements to public sidewalk abutting the Courthouse Square owned by the City of Waukegan and indemnifying Lake County from any claims arising out of the public's use of the sidewalk as set forth in the Intergovernmental Agreement.

**Notes:**

**Sponsors:**

**Agenda Date:**

**Attachments:** Intergovernmental Agreement

**Enactment Number:**

**Authorizer:**

**Hearing Date:**

**Entered by:** CFlemmonds@lakecountyil.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Financial and Administrative Committee	10/08/2008	Recommended for adoption to the Regular Agenda				Pass
1	Lake County Board	10/14/2008					

### Text of Legislative File 08-0761

**Title**

Your Financial and Administrative Committee presents herewith a Resolution authorizing the Chair of the Board to execute the Intergovernmental Agreement between the City of Waukegan and County of Lake acknowledging that Lake County will make sidewalk improvements to public sidewalk abutting the Courthouse Square owned by the City of Waukegan and indemnifying Lake County from any claims arising out of the public's use of the sidewalk as set forth in the Intergovernmental Agreement.

Staff Summary

- Lake County desires to enter into an intergovernmental agreement with the City of Waukegan for improvement of public sidewalks that abut the Lake County Courthouse Square.
- The County and the City of Waukegan agree the City is the property owner of the sidewalk that needs to be replaced.
- The City of Waukegan agrees to the County's undertaking of the Sidewalk Improvement at the County's sole expense.
- The parties have agreed the City will remain responsible for maintenance of the sidewalk including the portion that will be improved.
- The City of Waukegan will indemnify the County for any claims that may arise from the public's utilization of the sidewalk.

Body

**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**, the County is the owner of real estate as improved legally described as follows: ("Courthouse Square"); and

**WHEREAS**, the public sidewalk abutting the Courthouse Square is entirely the property of the City; and

**WHEREAS**, the County desires to improve a portion of the said sidewalk by replacing the sidewalk and curb starting at the entrance to the County parking garage, located within the Courthouse Square, and proceeding north to the end of the Courthouse Square ("Sidewalk Improvements"); and

**WHEREAS**, the City agrees to the County's undertaking the Sidewalk Improvements at the County's sole expense but which will be conducted under the City's direction and in compliance with the City's specifications; and

**WHEREAS**, the said sidewalk shall remain the property of the City and the City shall remain responsible for maintenance of the sidewalk including the portion to be improved; and

**WHEREAS**, the City will indemnify the County for any claims arising out of the public's use of the said sidewalk.

**NOW, THEREFORE, BE IT RESOLVED**, by this County Board of Lake County, Illinois, that County Board Chairman is hereby authorized to execute the Intergovernmental Agreement between the City of Waukegan and County of Lake in substantially the same form as attached hereto.

**DATED** at Waukegan, Illinois, on this 14th day of October, A.D., 2008.

[DRAFT FOR DISCUSSION]

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

THIS AGREEMENT is dated this \_\_\_\_ day of \_\_\_\_\_, 2008 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**, the County is the owner of real estate as improved legally described as follows:

(“Courthouse Square”); and

**WHEREAS**, the public sidewalk abutting the Courthouse Square is entirely the property of the City; and

**WHEREAS**, the County desires to improve a portion of the said sidewalk by replacing the sidewalk and curb starting at the entrance to the County parking garage, located within the Courthouse Square, and proceeding north to the end of the Courthouse Square (“Sidewalk Improvements”); and

**WHEREAS**, the City agrees to the County’s undertaking the Sidewalk Improvements at the County’s sole expense but which will be conducted under the City’s direction and in compliance with the City’s specifications; and

**WHEREAS**, the said sidewalk shall remain the property of the City and the City shall remain responsible for maintenance of the sidewalk including the portion to be improved; and

**WHEREAS**, the City will indemnify the County for any claims arising out of the public’s use of the said sidewalk.

**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. SIDEWALK IMPROVEMENTS**

a. The County shall at its own expense replace the City of Waukegan sidewalk bordering the County Courthouse Square, beginning at the entrance to the County parking garage, located within the Courthouse Square, and proceeding north to West Clayton Street, as indicated in the attached Exhibit A (“Sidewalk Improvements”).

b. The Sidewalk Improvements shall be undertaken under the supervision of a designated City representative and shall be made in compliance with the City’s specifications.

c. The City shall retain ownership of the said sidewalk and shall remain solely responsible for the maintenance and upkeep of the said sidewalk, including the portion to be improved herein.

**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, 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, 10<sup>th</sup> floor  
Waukegan, IL 60085

Copy to:

Chief, Civil Trial Division  
Lake County State’s Attorney  
18 North County Street, 3<sup>rd</sup> 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, bodily injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) arising out of or in any way connected with the design, construction, maintenance or condition of the Sidewalk Improvements and the sidewalk. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination 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. 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

CITY OF WAUKEGAN

By: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
LAKE COUNTY BOARD

Mayor  
CITY OF WAUKEGAN

ATTEST:

ATTEST:

\_\_\_\_\_  
Lake County Clerk

\_\_\_\_\_  
City Clerk  
CITY OF WAUKEGAN