

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
WAUCONDA AND THE COUNTY OF LAKE, ILLINOIS, REGARDING
REGULATORY AUTHORITY OVER WATERCRAFT USE OF THE SURFACE
WATERS OF THE UNINCORPORATED PORTION OF BANGS LAKE**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”), made and entered into this 12th day of July, 2022, pursuant to the authority of the Illinois Constitution of 1970 and The Intergovernmental Cooperation Act, by and between the Village of Wauconda, an Illinois Municipal Corporation (hereinafter referred to as “Village”) and the County of Lake, Illinois (hereinafter referred to as the “County”):

WITNESSETH:

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970, provides that units of local government may contract or otherwise associate among themselves to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, The Intergovernmental Cooperation Act of Illinois, 5 ILCS 220/1 et seq., provides at 5 ILCS 220/3 that units of local government, as public agencies, may contract or otherwise associate among themselves 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 intergovernmental agreement, is authorized by law to perform; and

WHEREAS, the Village of Wauconda is authorized by 65 ILCS 5/11-44-3 to license, regulate, and prohibit watercraft used within its jurisdiction; and

WHEREAS, Bangs Lake is a recreational body of contiguous water consisting of approximately 300 acres 80% of which is in the jurisdictional limits of the Village and

approximately 20% of which is within the unincorporated territory and jurisdiction of the County; and

WHEREAS, the Village has a comprehensive body of watercraft use regulations contained in Chapter 92 of its Village Code; and

WHEREAS, under 55 ILCS 5/5-1084 the County is authorized to regulate all watercraft upon unincorporated public waters and has enacted a comprehensive body of watercraft use regulations as contained in Chapter 73 of its County Code; and

WHEREAS, the Village maintains a regular police marine patrol presence upon Bangs Lake consisting of sworn members of its police department which provides police service, protection and regulatory enforcement on the watercraft users upon its jurisdictional waters of Bangs Lake; and

WHEREAS, in the interests of the safety and protection of the boating public upon the entirety of Bangs Lake, the Village and the County desire to utilize the Village and its Marine Patrol Unit to regulate water craft use and surface water use of the unincorporated portion of Bangs Lake; and

WHEREAS, it has been determined by the respective governing boards and/or corporate authorities of the Village and the County that this Agreement is in the best interests of each of said governmental units; and

WHEREAS, the Village and the County have, by appropriate action of their respective governing boards and/or corporate authorities, taken all preliminary and lawful action necessary to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the recitals hereinabove set forth, it is hereby agreed among the Village of Wauconda, and the County of Lake, Illinois as follows:

ARTICLE I
RECITALS INCORPORATED

- 1.01.** The parties hereto find that the recitals to this Agreement are true and correct and that each of the foregoing recitals is hereby incorporated herein the same as if each had been set forth in its entirety in the body of this Agreement.

ARTICLE II
UNINCORPORATED TERRITORY TO BE SERVED

- 2.01** Subject to any relevant and preemptive State or Federal laws and regulations, the County hereby agrees that for the duration of this Agreement, the Village be and is hereby authorized to exclusively apply and enforce its lake ordinances and regulations under Chapter 92 of the Wauconda Code of Ordinances, as amended, to the unincorporated portion of the waters of Bangs Lake as generally shown and indicated as “Unincorporated Bangs Lake” on the on the map attached hereto and incorporated herein as Exhibit “A”:

- 2.02** The Village shall, through its Marine Patrol Unit, conduct seasonally appropriate routine patrol of the waters for the purposes of enforcing Village ordinances and Village regulations, promoting boater safety, and preventing law or safety violations, including responses to serious emergency circumstances arising from conduct or situations on or under the waters.

ARTICLE III
ALL COSTS TO BE BORNE BY VILLAGE; REVENUE

- 3.01.** The Village shall bear all costs associated with the exercise of its authority under this Agreement. The County shall have no obligation to bear or financially contribute to the costs of the Village in exercising the authority granted by this

Agreement.

- 3.02** All revenue generated by the Village through boat safety inspection permits, lake use permits and fines and penalties for violations of Village ordinances and regulations shall be the exclusive revenues of the Village.

ARTICLE IV
TRANSFER OF AUTHORITY; CONSISTENCY OF REGULATIONS

- 4.01** Pursuant to Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) the County hereby transfers to Wauconda its powers and authority under 55 ILCS 5/5-1084 to promulgate rules and regulations regulating watercraft within the unincorporated portion of Bangs Lake. This transfer of authority is in addition to, and not a limitation upon, the regulatory authority of the Village under 65 ILCS 5/11-44-3.
- 4.02** It is agreed by the Village that any action it shall take under the powers and authority transferred hereunder shall be exercised consistent with the ordinances and regulations in effect from time to time for the portion of Bangs Lake lying within the jurisdictional boundaries of the Village. This paragraph shall not be a limitation on the powers and authority of the Village to promulgate all reasonably needful additional ordinances and regulations under 65 ILCS 5/11-44-3 so long as such additional ordinances and regulations are generally consistent for the remainder of Bangs Lake.

ARTICLE V
TERM OF AGREEMENT; TERMINATION

- 5.01** Unless sooner terminated, the term of this Agreement shall be for a period of five (5) years from and after the date of this Agreement.
- 5.02** This Agreement may be terminated by either Party for cause upon the non-

defaulting Party providing written notice to the defaulting Party of the default(s) upon which the notice is based and providing to the defaulting Party thirty (30) days opportunity to cure the default(s). If the defaulting Party has not cured the default within the cure period, then this Agreement may be terminated as of from the end of the boating season immediately following the date of the notice of Termination.

ARTICLE VI **AMENDMENTS**

- 6.01** No officer, official or agent of the Village or the County has the power to amend, modify or alter this Agreement or waive any of its provisions or to bind the County or the Village by making any promise or representation not contained herein, without the mutual written consent of the parties hereto, and in the manner set forth in 6.02 below.
- 6.02** Any amendment of this contract may be accomplished from time to time by the mutual consent of the Parties hereto; provided, however, that no such amendment shall be effective unless reduced to writing, duly authorized by the corporate authorities of the respective Parties, and signed by the authorized representatives of the Parties.

ARTICLE VII **GENERAL PROVISIONS**

- 7.01** Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in the construction of this Agreement.
- 7.02** No failure of any party to exercise any power given to either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties a variance with the terms hereof, shall constitute a

waiver of any other party's right to demand strict compliance with the terms hereof.

7.03 This Agreement may be executed in several duplicate original copies hereof and each duplicate may be used for any purpose for which the original may be used.

7.04 All notices, requests, demands, and other communications (collectively, “Notices”) hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by Notice in the above manner:

To Wauconda:
Village of Wauconda
Wauconda, IL 60084
101 N. Main Street
Attn: Village Administrator

To Lake County:
Lake County Administrator
18 N. County Street, 9th Floor
Waukegan, IL 60085

Notices may also be given by email, provided the Notice is concurrently given by one of the above methods. Notices are effective upon receipt or upon attempted delivery if delivery is refused.

7.05 If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision and to that extent, the provisions of this Agreement are severable.

7.06 This Agreement shall be governed by the applicable laws of the State of Illinois.

- 7.07** This Agreement shall be binding on all parties and may not be modified or amended orally, but only in writing signed by all parties hereto.
- 7.08** The Parties agree to reasonably cooperate in a good faith effort to implement this Agreement.
- 7.09** Nothing in this Agreement shall create, or be construed or interpreted to create any third-party beneficiary rights.
- 7.10** Neither Party may assign, delegate, or subcontract for the performance of any of its rights or responsibilities under this Agreement without the prior written consent of the other Party.
- 7.11** The Village shall indemnify, defend, and hold harmless the County, its elected and appointed officials, officers, employees, and agents, from all claims, suits actions and expenses of any nature resulting from the or arising out of the acts, errors or omissions of the Village, its officers or employees acting pursuant to the terms of this Agreement, within the limits of the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective corporate officials, official authority therefor having first been provided.

VILLAGE OF WAUCONDA,
a municipal corporation,

COUNTY OF LAKE, ILLINOIS
a body politic,

By: _____
Its Village President

By: _____
Its Board Chairman

ATTEST:

ATTEST:

Its Village Clerk

Its County Clerk

This Agreement is made and executed pursuant to an ordinance or resolution of the President and Board of Trustees of the Village of Wauconda, Illinois, passed on the _____ day of _____ 2022, authorizing the execution of the same, and pursuant to a like ordinance or resolution of the Lake County Board, passed on the _____ day of _____ 2022.

EXHIBIT “A”

Bangs Lake - Lake County, Illinois

