

RESOLUTION NO.

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JOLIET AND THE COUNTY OF WILL FOR PARKING LOT USE DURING THE 2025 & 2026 IHSA BASEBALL FINALS

WHEREAS, the County of Will ("COUNTY") is a body corporate and politic, and the City of Joliet ("CITY") is a home rule municipal corporation situated in Will County under and by virtue of the Constitution and the laws of the State of Illinois; and

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 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 municipalities 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 contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the COUNTY and the CITY wish to acknowledge in this Memorandum of Understanding that the COUNTY and the CITY are working cooperatively to address their mutual interests in supporting the citizens of Will County; and

WHEREAS, the COUNTY and the CITY are using this Memorandum of Understanding to express their interest in promoting their mutual interests and working cooperatively on all matters that pertain to the government and affairs of both units of government; and

WHEREAS, the CITY will host the Illinois High School Association ("IHSA") Baseball State Finals Tournament at Slammer's Stadium on Friday, June 13, 2025, and Saturday, June 14, 2025, as well as Friday, June 12, 2026, and Saturday, June 13, 2026, and has the need for additional parking for the scheduled days of the IHSA Baseball State Finals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: PARKING LOT

The COUNTY owns the parking lots at the Will County Courthouse – LOT D, 24 E. Jefferson St., Joliet, IL 60432 and the Will County Office Building 302 N. Chicago St., Joliet, IL 60432. The COUNTY will allow the CITY to use and access the Will County Courthouse – LOT D for Friday, June 13, 2025, through Saturday, June 14, 2025, and Friday, June 12, 2026, through Saturday, June 13, 2026. The COUNTY will allow the CITY to use and access the Will County Office Building lot on Friday, June 13, 2025, after 4:30 P.M., through Saturday, June 14, 2025, and Friday, June 12, 2026, through Saturday, June 13, 2026. Use and access to both the above listed parking lots will be permitted without any

compensation for the duration of Friday, June 13, 2025, through Saturday, June 14, 2025, and Friday, June 12, 2026, through Saturday, June 13, 2026.

SECTION 2: USAGE

The City of Joliet anticipates that it will need to use no more than 50% of the available parking spots in the lots listed above. Both the COUNTY and the CITY agree that fees will not be charged to the individuals using the parking lot on Friday, June 13, 2025, and Saturday, June 14, 2025, and Friday, June 12, 2026, through Saturday, June 13, 2026.

SECTION 3: EXECUTION

The Mayor and City Manager are hereby authorized to execute the MOU, which is substantially the same as Exhibit "A" attached hereto and incorporated herein, with the COUNTY. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 4: OTHER MOUS

This document shall be the final embodiment of the MOU by and between the COUNTY and the CITY. No verbal changes or modifications for this MOU shall be permitted or allowed. Changes or modification to this MOU shall be made only in writing and upon the necessary and proper signature of The County of Will and The City of Joliet.

SECTION 5: GENERAL PROVISIONS

- (a) In the event that a court of competent jurisdiction shall hold any provision of this MOU invalid or unenforceable, such holding shall not invalidate or render any provision hereto.
- (b) The MOU shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
- (c) Venue for this MOU shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
- (d) Any notices under this MOU shall be sent as follows:

SECTION 6: NOTICES

Notices regarding the Memorandum of Understanding shall be sent to:

Will County Executive	City of Joliet	City of Joliet
Attn: Chief of Staff	Attn: City Manager	Attn: Legal Department
302 N. Chicago Street	150 West Jefferson Street	150 W. Jefferson Street
Joliet, Illinois 60432	Joliet, Illinois 60432	Joliet, Illinois 60432

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

PASSED this _____ day of _____, 2025

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

PREPARED BY: **Paulina Martínez**, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432

MAIL TO: City Clerk, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432