

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF LAKE, LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY
HEALTH CENTER
AND
CITY OF WAUKEGAN**

The County of Lake (hereinafter "County"), Lake County Health Department and Community Health Center (hereinafter "LCHD") and the City of Waukegan (hereinafter, "City") pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this agreement for the LCHD to provide COVID-19 vaccination services (hereinafter, "Agreement") and are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

1.1 Background. LCHD manages COVID-19 mass vaccination at sites located throughout the County of Lake. LCHD is seeking COVID-19 mass vaccination sites to meet the rising demand for vaccine administration. The City has available space to enable LCHD to operate a community-based mass vaccination site on City-owned property located at 102 W. Water Street, Chicago, Illinois (hereinafter, the "Premises").

1.2 Purpose. In light of the COVID-19 pandemic, the City has agreed to provide to LCHD, and LCHD agrees to accept from the City, use of the Premises in order to render assistance in the State and County's response to COVID-19. This Agreement specifies the relevant responsibilities of the Parties with respect to the rendering of such assistance.

**ARTICLE II
PREMISES AND DUTIES AND OBLIGATIONS OF THE CITY OF WAUKEGAN**

2.1 The Premises. The Premises is on land owned by the City of Waukegan, designated City Parking Lot "F," located at 102 W. Water Street, Waukegan, Illinois and is limited to the parking lot designated as Exhibit 1 as attached.

2.2 Use of the Premises. The City hereby grants to LCHD, upon the terms and conditions which hereinafter appear, the non-exclusive right to use the Premises in the manner set forth in Articles I, II and III of the Agreement. The City shall provide use of the Premises in "as is" condition, without any representations or warranties, and Parties note and agree a separate IGA is in place between the City and the Illinois Department of Public Health (hereinafter, "IDPH") for COVID-19 testing located on the same Premises, and LCHD agrees that it shall work with IDPH to ensure coordination of both of these uses without interference.

2.3 Rights to Use. LCHD, its employees, agents, and vaccination services recipients shall have the right to use, in common with other entitled parties: sidewalks, and such other areas in and serving the land on which the Premise are located as are designated for common use subject to any restrictions of record and to reasonable rules and regulations for the use thereof.

**ARTICLE III
DUTIES AND OBLIGATIONS OF LCHD**

3.1 Permitted Use of the Premises. LCHD shall use the Premises solely for purposes of mass vaccination of COVID-19 on the site during the following hours: Monday through Sunday from 7:00 a.m. to 4:00 p.m.

3.2 Permitted Use Requirements. LCHD shall not use the Premises in violation of any statute, regulation, rule or order of any governmental body, having jurisdiction over LCHD or the City, or create or allow to exist any nuisance or trespass, or do any act in or about the Premises, or deface or injure the Premises. LCHD will not make any modifications to the Premises without the prior written consent of the City.

3.3 Return of Premises. At the conclusion of the term of this Agreement, LCHD shall return the Premises to the City in substantially the same condition, ordinary wear and tear excepted.

3.4 Consultation with the City. LCHD agrees to consult with the City (and IDPH) regarding management of traffic flow in and out of the Premises and in other respects to secure the smooth operation of the facility on the Premises and with minimal disruption. A traffic flow overview is included in Exhibit 1 attached hereto.

3.5 Removal of Waste. LCHD shall keep the Premises in reasonably clean and sanitary condition at all times and shall be solely responsible for handling and removal of all waste generated by LCHD while at the Premises (especially hazardous waste including used syringes and other biohazard materials), which LCHD shall handle and remove in accordance with all applicable City ordinances, laws and regulations.

**ARTICLE IV
EXPENDITURE OF FUNDS**

4.1 Expenditures. The Parties agree to the following payments and expenditures for the use of the Premises under this Agreement.

4.2 Both parties agree that this is a no cost Agreement and expressly agree that there are no associated rental payments for use of the Premises.

**ARTICLE V
TERM**

5.1 Initial Term. This Agreement shall become effective upon final execution by the Parties and shall be effective until July 31, 2021 unless terminated earlier as provided herein or extended by mutual written agreement of the Parties.

5.2 Renewal. This Agreement may be renewed for additional periods by mutual

agreement of the Parties, expressed in writing and signed by the Parties. Any renewal is subject to the same terms and conditions as this Agreement unless otherwise provided in the renewal document. This Agreement will neither automatically renew nor renew at the sole option of either Party.

ARTICLE VI TERMINATION

6.1 Termination on Notice. The City or LCHD may terminate this Agreement at any time for cause or no cause upon providing thirty (30) days' written notice to the other party. Notwithstanding anything in the contrary set forth herein, this Agreement may be terminated by either Party for a material breach upon 15 days' prior written notice to the other Party.

ARTICLE VII MISCELLANEOUS

7.1 Amendments. This Agreement may be modified or amended at any time during its term by mutual agreement of the Parties, expressed in writing and signed by the Parties.

7.2 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

7.3 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

7.4 Liability. No member, trustee, official (elected or appointed), officer, director, employee or agent of either Party shall be individually or personally liable to the other Party in connection with this Agreement. It is understood and agreed that neither Party to this Agreement shall be liable to the other Party for any negligent acts, either of commission or omission, unless such liability is imposed by law.

7.5 Indemnification. Notwithstanding the foregoing, the County shall indemnify and hold the City, and the its officers, employees, and agents, harmless from and against any and all liabilities, losses, expenses , or claims for injury or damages arising out of the performance of

this Agreement but only in proportion to and to the extent that such liabilities, losses, expenses, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LCHD, or LCHD's officers, employees, or agents.

The County further agrees to indemnify and hold harmless the City, its officers, employees, and agents from any claims arising under any services provided by LCHD or its agents under this Agreement, including, but not limited to, any adverse reactions to vaccinations or other medical care provided. The sole exception to this is of any claim, damage, loss, or expense arising solely out of professional services performed by the City, its agents, or employees.

The County also further agrees to indemnify and hold harmless the City, its officers, employees, and agents from any claims arising from site security or traffic control, not directly attributable to acts or omissions by City employees or agents.

7.6 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

7.7 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

7.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral or written discussions, shall be binding upon either Party.

7.9 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To Lake County: County of Lake
Attn: County Administrator
18 North County Street, 9th Floor
Waukegan, Illinois 60085
Phone: 847-
Email:

To LCHD: Lake County Health Department and Community Health Center
Attn: Executive Director
3010 Grand Avenue
Waukegan, Illinois 60085
Phone: 847.377.8028
Email: mpfister@lakecountyil.gov

To the City of Waukegan:

City of Waukegan, Illinois
Attn: Mayor
100 N. Martin Luther King Jr. Avenue
Waukegan, Illinois 60085
Phone: 847.599.2510
Email: Mayor.Cunningham@waukeganIL.gov

7.10 Freedom of Information Act. This Agreement and all related public records maintained by, provided to or required to be provided to the State or the City, are subject to the Illinois Freedom of Information Act and shall be retained for at least six (6) years, notwithstanding any provision to the contrary that may be found in this Agreement.

7.11 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.12 Insurance. Each Party shall, at all times during the term of this Agreement and any renewals, maintain general liability insurance, whether through a commercial policy or a program of self-insurance with minimum limit of \$1 million per claim or occurrence and \$2 million aggregate. Each Party shall comply will applicable state laws governing workers' compensation and mandatory insurance for vehicles. Upon request, each Party shall provide to the other a certificate of insurance evidencing the coverage and limits required by this Section. LCHD or any of its contractors operating this mass vaccination facility at the Premises shall place the City on its certificate of insurance (COI) as an additional insured.

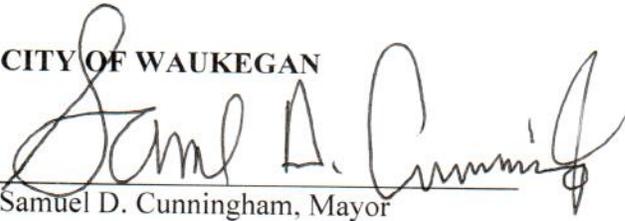
7.13 Time is of the Essence. Time is of the essence with respect to the Party's performance under this Agreement.

7.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

7.15 Operation of Programs. The Parties' respective programs and operations are to function as complete separate entities, with no overlap of authority, duties, or responsibilities other than those contained in this Agreement.

[REMINDER OF PAGE INTENTIONALLY BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF WAUKEGAN


Samuel D. Cunningham, Mayor

Date: 3-31-21

LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY HEALTH CENTER

Mark A. Pfister
Digitally signed by Mark A. Pfister
DN: cn=Mark A. Pfister, o=Lake County Health
Department and Community Health Center,
ou=Executive Director,
email=mpfister@lakecountyil.gov, c=US
Date: 2021.03.30 11:20:28 -05'00'

Mark Pfister

Executive Director

Date: 03/30/2021

COUNTY OF LAKE



Sandra Hart

County Board Chair

Date: 3/31/2021