

120-R-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COOK COUNTY TO HOUSE CITY STAFF AND EVANSTON RESIDENTS DURING THE COVID-19 PANDEMIC

WHEREAS, the City of Evanston, Cook County, Illinois (“City”), is a home rule unit of government and, pursuant to the provisions of Section 6(a) of Article VII of the Illinois Constitution, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City and Cook County (“County”) wish to enter into the attached Memorandum of Understanding (the “MOU”), attached hereto as Exhibit A, to house City staff and City residents during the COVID-19 pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency concerning the Novel Coronavirus Disease (“COVID-19”) outbreak; and

WHEREAS, on March 9, 2020, the Governor of Illinois issued a disaster proclamation for the State of Illinois concerning the COVID-19 outbreak which has greatly impacted the demands on the Illinois healthcare system in certain areas; and

WHEREAS, on March 15, 2020, the Mayor declared a state of emergency due to the COVID-19 outbreak pursuant to Section 9-9-3 of the City Code; and

WHEREAS, the Evanston City Council has extended the state of emergency multiple times due to the persistence of the COVID-19 outbreak; and

WHEREAS, due to the COVID-19 pandemic, there is a need for protective measures to be taken to save lives, protect public health and safety, and/or lessen or avert the threat of catastrophes in response to COVID-19; and

WHEREAS, pursuant to health orders (“Health Orders”) issued by the Illinois Department of Public Health and the County Department of Public Health COVID-19 protective measures include temporary non-congregate sheltering (“Housing”) for individuals who test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals); those who have been exposed to COVID-19 and do not require hospitalization; and asymptomatic high-risk individuals needing social distancing as a precautionary measure, such as homeless or disadvantaged individuals in communities with multiple instances of community spread of COVID-19, healthcare workers serving patients or caring for persons who have tested positive for COVID-19, first responders having regular contact and personal interactions with members of the public in communities with multiple instances of community spread of COVID-19, and/or people over 65 with certain underlying health conditions; and

WHEREAS, the County is providing Housing at the Doubletree Hotel (“Hotel”) in Alsip, Illinois; and

WHEREAS, the County is willing to house City Placements at the Hotel and other County operated alternative housing facilities and the City is willing to bear the costs of the City Placements as set forth in the MOU.

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: That the foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to sign the Memorandum of Understanding.

SECTION 3: If any provision, clause, sentence, paragraph, section or part of this Resolution, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of the Resolution.

SECTION 4: This Resolution 120-R-20 will be in full force and effect from and after the date of its passage and approval in the manner provided by law.



Stephen H. Hagerty, Mayor

Approved as to form:



Kelley A. Gandurski, Corporation Counsel

Attest:



Devon Reid, City Clerk

Adopted: November 23, 2020

EXHIBIT A

Memorandum of Understanding Between City and Cook County

**MEMORANDUM OF UNDERSTANDING
(COVID-19 SUPPORT SERVICES)**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is entered into between the County of Cook ("County"), an Illinois public body corporate and home rule unit of government of the State of Illinois, by and through its Department of Emergency Management and Regional Security ("EMRS"), and the City of Evanston ("City"), a municipal corporation and home rule unit of government of the State of Illinois, by and through its Health and Human Services Department. The County and City are herein each referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Governor of Illinois has proclaimed a state-wide disaster based upon the COVID-19 viral pandemic, which pandemic has greatly impacted the demands on the Illinois healthcare system in certain areas; and

WHEREAS, due to the COVID-19 pandemic, there is a need for protective measures be taken to save lives, protect public health and safety, and/or lessen or avert the threat of catastrophes in response to COVID-19; and

WHEREAS, pursuant to health orders ("Health Orders") issued by the Illinois Department of Public Health and the County Department of Public Health COVID-19 protective measures include temporary non-congregate sheltering ("Housing") for individuals who test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals); those who have been exposed to COVID-19 and do not require hospitalization; and asymptomatic high-risk individuals needing social distancing as a precautionary measure, such as homeless or disadvantaged individuals in communities with multiple instances of community spread of COVID-19, healthcare workers serving patients or caring for persons who have tested positive for COVID-19, first responders having regular contact and personal interactions with members of the public in communities with multiple instances of community spread of COVID-19, and/or people over 65 or with certain underlying health conditions (e.g. respiratory, compromised immunities, chronic disease); and

WHEREAS, the County is providing Housing at the Doubletree Hotel ("Hotel") in Alsip, Illinois; and

WHEREAS, the City has requested the County provide Housing for eligible individuals ("City Placements") until such time as it secures Housing for City Placements; and

WHEREAS, the County is willing to house City Placements at the Hotel and other County-operated alternative housing facilities and the City is willing to bear the costs of the City Placements as set forth in this Memorandum;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Memorandum, the sufficiency of which are hereby acknowledged, the County and City agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Memorandum as if fully set forth herein.

II. PURPOSE AND SCOPE

This Memorandum is entered into to cooperate, share and allocate certain government resources, as described below, in order efficiently provide timely non-congregate housing to City residents that the County Department of Public Health determines are in need of Housing.

III. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this agreement and to fully and promptly comply with all provisions, terms and conditions, as written

IV. TERM; TERMINATION

This Memorandum shall become effective upon its full execution by the Parties for a term of one year, subject to two one-year extensions. Either Party may terminate its participation in this Memorandum at any time, providing the Party wishing to terminate its participation shall give written notice specifying the date of termination at least thirty (30) calendar days in advance.

V. RESPONSIBILITIES OF THE CITY OF EVANSTON

- A. Eligibility Requirements.** Eligibility for City Placements at the Hotel is limited to persons who meet the eligibility requirements for non-congregate housing established by the Cook County Department of Public Health.
- B. Transportation.** Transportation of City Placements to and from the Hotel may be provided by the City or the County. City may engage a third-party service to provide the transportation. Eligible City Placements may transport themselves to and from the Hotel.
- C. Intake.** City will utilize the Cook County Department of Public Health intake system and criteria for all City Placements.
- D. Staffing.** In the event the census at the Hotel exceeds the County's capacity to intake and/or monitor placements, the County may request, and the City will provide, sufficient staffing to support the County's intake and/or monitoring activities, if triggered by the City Placements.
- E. Financial Terms.** For all City Placements, the City will be responsible for the cost of the room each night (\$95.00), daily meals (\$60.00 for three meals a day), cleaning and decontamination services (\$55.80/hour), laundry (\$118.00 per 20 lbs.). As additional County Housing locations are made operational, these specific costs may vary.

VI. RESPONSIBILITIES OF THE COUNTY OF COOK

- A. Intake and Monitoring.** County will staff and maintain the County alternate housing intake and monitoring system, subject to the City's obligation in Section V (D). of this Memorandum.
- B. Financial Terms.** County will be responsible for paying the current on-site manager and on-site security at the alternative housing location.

VII. MISCELLANEOUS TERMS

- A. Compliance with Laws.** Each Party shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Memorandum and assurance of compliance with this requirement by each Parties employees, agents or subcontractors shall be the responsibility of the respective Party.
- B. Governing Law and Venue.** This Memorandum shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Memorandum shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- C. Force Majeure.** Neither the County nor City shall be liable for failing to fulfill any obligation under this Memorandum to the extent such failure is caused by an event beyond such Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots; provided, however, the Parties agree that the COVID-19 epidemic shall not be considered a Force Majeure event for purposes of this Memorandum.
- D. No Joint Venture.** This Memorandum shall in no event be construed in such a way that either the County or City constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall not have the authority to enter into any Memorandum, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided herein.
- E. No Third Party Beneficiaries.** This Memorandum shall be binding upon City and the County to the benefit of City and the County. This Memorandum shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and permitted assigns. This Memorandum should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Memorandum, nor shall any act of the Parties be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.
- F. No Employment Benefits.** City and its employees, agents and subcontractors are, for all purposes arising out of the Memorandum shall not be considered employees of the County.

It is expressly understood and agreed that neither City nor City's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

- G. Non-exclusivity.** This Memorandum is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into similar alternative housing arrangements with third parties not related to this Memorandum.
- H. No Personal Liability.** The Parties agree that no member, official, employee or agent of either Party will be individually or personally liable to the other Party, its successors or assigns under any term or provision of this Memorandum or because of his or her execution or attempted execution of this Memorandum or in the event of any default or breach by such Party under this Memorandum.
- I. Governmental Immunity.** Notwithstanding anything to the contrary set forth elsewhere in this Memorandum, in no event shall this Memorandum be construed to have, waived any rights or defenses of governmental immunity that either Party may have with respect to any matters arising out of this Memorandum or performance hereunder.
- J. Cooperation with Inspector General.** City shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 *et seq.* of the Cook County Code of Ordinances). County shall cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code of Chicago.
- K. Assignment.** This Memorandum, or any portion thereof, shall not be assigned by either the County or the City, without the prior written consent of the other party.
- L. Modification.** This Memorandum may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Memorandum by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Memorandum and that in no event will the failure to insert such provisions prevent the enforcement of this Memorandum.
- M. Notice.** All notices required to be given pursuant to this Memorandum shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notices given as provided herein does not waive service of summons or process.

If to the County:

Department of Emergency Management

If to the City:

Health and Human Services Department

and Regional Security
69 W. Washington St., Suite 2600
Chicago, Illinois 60602
Attention: Executive Director

2100 Ridge Avenue
Evanston, IL 60201
Attention: Director

- N. Waiver.** No term or provision of this Memorandum shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.
- O. Severability.** In the event that any provision of this Memorandum is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Memorandum shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.
- P. Survival.** Any provisions of this Memorandum that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Memorandum, shall remain in force and effect after such expiration or termination for so long as so intended.
- Q. Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which when taken together shall be deemed to be one and the same instrument.
- R. Titles and Headings.** Titles and headings to paragraphs contained in this Memorandum are for convenience only and are not intended to limit, vary, define or expand the content of this Memorandum.
- S. Interpretation.** Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Memorandum, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the County includes the County's officers, commissioners, employees, attorneys, agents and assigns; a reference to the City includes its officers, members, employees, attorneys, agents and assigns.
- T. Entire Memorandum.** This Memorandum constitutes the entire Memorandum of the County and City with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between City and the County with respect to the subject matter hereof.

**END OF PAGE
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have hereto caused their duly authorized representatives to execute this Memorandum on the dates hereafter set forth below.

**COOK COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT AND REGIONAL SECURITY:**

**EVANSTON HEALTH AND HUMAN SERVICES
DEPARTMENT**

William M. Barnes Jr., Executive Director

Ike Ogbo, Director

Date: _____

Date: _____