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Rev. ~~26-19~~

**INTERGOVERNMENTAL AGREEMENT
FOR USE OF THE McLEAN COUNTY MORGUE FACILITIES**

This Intergovernmental Agreement ("Agreement") is made and entered by and between the County of McLean, an Illinois county, and the County of Ford, an Illinois county ("Visiting County"), for the use of morgue facilities owned and operated by McLean County.

WHEREAS, McLean County maintains and operates morgue facilities for autopsies and postmortem examinations;

WHEREAS, neighboring Illinois counties occasionally request to utilize the facilities owned by McLean County and the McLean County Coroner occasionally grants such requests;

WHEREAS, such other counties which occasionally utilize the McLean County morgue facilities have historically done so without any formal agreement in place;

WHEREAS, the purpose of this Agreement is to protect McLean County from any liability which may arise from other counties' use of the McLean County morgue facilities;

WHEREAS, the Parties hereto are authorized under the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the Constitution of the State of Illinois to enter into this Agreement;

WHEREAS, the McLean County Coroner is authorized by the McLean County Board via County Board resolution adopted November 13, 2025, to enter into this Agreement on behalf of McLean County;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. USE OF FACILITIES

The McLean County Coroner may, on a case-by-case basis, permit Visiting County, its employees, agents, and/or officials, to access and use McLean County's morgue facilities located within the McLean County Coroner's Office at 104 W. Front Street, in Bloomington, Illinois 61701 ("Facilities") for the performance of autopsies and postmortem examinations.

Nothing in this Agreement shall be construed to create any property right, entitlement, or continuing interest in Visiting County with respect to the Facilities. All use of the Facilities by Visiting County shall be subject to the discretion of the McLean County Coroner. McLean County expressly reserves the right to deny, suspend, or revoke access to the Facilities at any time for any reason or no reason.

2. PAYMENT OF FEES

Visiting County shall pay the McLean County Coroner's Office a fee for each use of the Facilities in accordance with Chapter 205, Article VI, of the McLean County Code, payable within thirty (30) days.

3. NO LIABILITY

Absolutely No Liability for McLean County: Visiting County acknowledges and agrees that McLean County, its elected officials, officers, employees, agents, and volunteers, shall have no liability whatsoever for any claims, demands, suits, losses, damages, injuries, or death arising out of, resulting from, or in any way connected with Visiting County's use of the Facilities.

Visiting County assumes all risk associated with the use of the Facilities, including but not limited to bodily injury, property damage, contamination, or errors in autopsies or forensic procedures. This no-liability provision applies regardless of negligence, strict liability, or any other legal theory that might otherwise impose liability on McLean County, including claims by Visiting County.

4. INDEMNIFICATION

Visiting County shall indemnify, defend, and hold harmless McLean County, its elected officials, officers, employees, agents, and volunteers, from and against any and all claims, liabilities, judgments, damages, fines, penalties, costs, and expenses, including attorneys' fees, arising from or in any way relating to Visiting County's use of the Facilities or actions of its employees, agents, contractors, or vendors. This duty extends to third-party claims, governmental enforcement actions, and claims asserted after the termination of this Agreement.

This indemnification obligation survives termination of this Agreement. By executing this Agreement, Visiting County agrees and promises that McLean County shall suffer no financial harm whatsoever as a direct or indirect result of Visiting County's use of the Facilities.

5. TERM AND TERMINATION

This Agreement shall commence on the date indicated below and shall continue for 3 years, unless terminated earlier. Either Party may terminate at any time and for any reason. However, termination shall not relieve Visiting County of obligations for fees or indemnification arising from prior use of the Facilities.

6. MISCELLANEOUS

Independent Parties. The Parties are independent government entities. Nothing herein creates a joint venture, partnership, or employer-employee relationship.

Governing Law. This Agreement shall be governed by the laws of the State of Illinois, and any dispute arising from this Agreement shall take place in McLean County.

Compliance. Visiting County shall comply with all applicable federal, state, and local laws and regulations governing the use of the Facilities.

Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements. Amendments must be in writing and signed by both Parties.

Counterparts. This Agreement may be executed in counterparts, each of which is an original, but all of which together constitute one instrument.

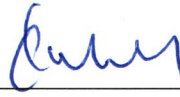
Authority. Each Party represents and warrants that the individual signing this Agreement on its behalf has been duly authorized to do so by the governing body of that Party and that this Agreement constitutes a valid and binding obligation of the Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 9 day
of March, 2020.

McLEAN COUNTY

Dr. Kathleen Yoder, Coroner

VISITING COUNTY

By: 
Title: Ford Co. Board ~~Chairman~~ Chairman