
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2016-036**

**A RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF BLUE ISLAND AND THE ILLINOIS DEPARTMENT
OF PUBLIC HEALTH FOR SHARED DEATH CERTIFICATE
SURCHARGE FUNDS.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**1st Ward TOM HAWLEY
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward CANDACE CARR
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

**GEORGE POULOS
FRED BILOTTO
KEVIN DONAHUE
ALECIA SLATTERY
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON**

Aldermen



Resolution Authorizing Execution of IGA Between the City of Blue Island and the Illinois Department of Public Health for Shared Death Certificate Surcharge Funds

I. Introduction/Purpose

When a death certificate is purchased within the City of Blue Island, we must pay the State a surcharge for that certificate. This money comes from the money a person pays for the death certificate filing fee.

II. Discussion/Highlights

After the certificates are paid to the State, the City receives back each year a portion back of the surcharge that is charged by the State. In the past, a grant application used to be filled out to receive these funds. The Illinois Department of Public Health realized that this is not a good avenue to receive the funds from the State. This IGA will allow the IDPH to ACH our funds directly to the City rather than to have to apply through the grant process.

III. Conclusion/Recommendation

I recommend the passage of this Resolution for the City to enter into the IGA with the Illinois Department of Public Health because this will streamline the process and make things more efficient.

Submitted By: Matthew Anastasia, Director of Finance and Administration

RESOLUTION NO. 2016-036

A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE ILLINOIS DEPARTMENT OF PUBLIC HEALTH FOR SHARED DEATH CERTIFICATE SURCHARGE FUNDS

WHEREAS, the Illinois Department of Public Health is responsible for distributing a portion of monies deposited into the Death Certificate Surcharge Fund with municipalities;

WHEREAS, in the past, the Illinois Department of Public Health distributed the portion of Blue Island's funds after a grand application was submitted;

WHEREAS, the Illinois Department of Public Health recognized that the grant application process is not an appropriate fit for the distribution of funds and created a five-year intergovernmental agreement allowing for a more efficient and timely distribution of funds; and

WHEREAS, the City of Blue Island plans to continue to keep track of the number of certified death copies issued and transfer the \$2 fee monthly to the Illinois Department of Public Health;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers,

employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

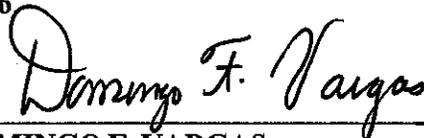
SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

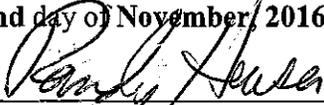
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr			X		
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson			X		
Alderman Frausto	X				
Alderman Thompson			X		
Alderman Johanson	X				
Mayor Vargas					
TOTAL	11		3		

APPROVED by the Mayor on November 22, 2016



DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and **Filed** in my office this
 22nd day of November, 2016.



RANDY HEUSER
CITY CLERK

**Intergovernmental Agreement
Between
Illinois Department of Public Health
And
City of Blue Island**

The Illinois Department of Public Health (DPH) and City of Blue Island, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Interagency Agreement (Agreement) in Sangamon County, Illinois. DPH and City of Blue Island are collectively referred to herein as "Parties" or individually as a "Party." To fulfill the terms of this Agreement the Parties agree to the following:

**ARTICLE I
INTRODUCTION**

1.1 **Background.** The Vital Records Act (410 ILCS 535/25) provides for a two dollar surcharge fee for obtaining a certified copy of a death certificate and a fetal death certificate. This fee is mandated to be deposited into the Death Certificate Surcharge Fund, a special fund created in the State treasury.

1.2 **Purpose.** Subject to appropriation, 25 percent of the monies in the Death Certificate Surcharge Fund may be used for grants by DPH to local registrars. (Source P.A. 99-408, eff. 1-1-16).

**ARTICLE II
DUTIES AND OBLIGATIONS OF THE PARTIES**

2.1 Per 410 ILCS 535/25.5, a \$2 fee is collected for the first and for each additional death or fetal death certified copy issued by the local registrar and/or county clerk. The local registrar and/or county clerk are required to keep track of the number of certified death copies issued by their office. This \$2 fee must be transmitted monthly to DPH, Division of Vital Records, and will be subsequently deposited into the Death Certificate Surcharge Fund.

2.2 The Death Certificate Surcharge Fund received may be used for expenses that support death registration, such as contractual costs, commodities/supplies, printing and/or equipment.

2.3 Party must report receipt of Funds to its county treasurer and provide satisfactory written proof to DPH upon request.

2.4 DPH will distribute FY15 and FY16 funds in FY17 and FY18 under this Agreement, utilizing electronic funds transfer where available, in accordance with DPH's spending authority. In subsequent years, DPH will annually distribute funds collected from the previous fiscal year.

**ARTICLE III
EXPENDITURE OF FUNDS**

3.1 **Expenditures.** DPH shall be responsible for reimbursing local registrars for their share of the Death Certificate Surcharge Fund for monies collected during the preceding fiscal year. Payments shall be made to the order of the County and not to any specific individual.

**ARTICLE IV
TERM**

4.1 **Term.** This Agreement shall commence upon execution and, unless otherwise terminated by the Parties, shall continue through December 31, 2021.

INTERGOVERNMENTAL AGREEMENT

Page 2 of 3

ARTICLE V
TERMINATION

5.1 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.2 Termination for Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

ARTICLE VI
MISCELLANEOUS

6.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.2 Amendments. This Agreement shall not be modified verbally. This agreement shall only be modified or amended during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.3 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. The exclusive venue of any action filed against DPH shall be in the Illinois Court of Claims.

6.4 Records Retention. The Parties shall maintain for a minimum of five (5) 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 five-year period, the records shall be retained until all issues arising out of the action are resolved.

6.5 No Personal Liability. No member, official, director, employee or agent of DPH or City of Blue Island shall be individually or personally liable in connection with this Agreement, except for personal mis-appropriation of funds distributed under this agreement.

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

6.7 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 Illinois Vital Records Act (410 ILCS 535) and Vital Records Administrative Code (77 Ill Adm. Code 500) shall be given precedence.

6.8 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 discussions, shall be binding upon either Party.

INTERGOVERNMENTAL AGREEMENT

Page 3 of 3

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

To DPH:

Joseph T. Aiello
Deputy State Registrar
Division of Vital Records
925 E. Ridgely Avenue
Springfield, Illinois 62702

To Local Registrar:

City of Blue Island
13051 Greenwood

Blue Island, IL 60406

6.10 Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to the respective Parties by the Illinois General Assembly to allow the respective Parties to fulfill their obligations under this Agreement; or (c) funds appropriated are swept, de-appropriated, re-allocated, or not allocated.

6.11 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.

6.12 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.

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

LOCAL REGISTRAR

Randy Heuser
Local Registrar (Printed Name)

Randy Heuser
Local Registrar (Signature)

36-6005798

Federal Employer Identification Number (FEIN)

Date: 4/23/16

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

Nirav D. Shah, M.D., J.D.
Director

Date _____