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

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**RESOLUTION  
NUMBER 2021- 051**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE  
AN INTERGOVERNMENTAL AGREEMENT WITH THE  
ILLINOIS DEPARTMENT OF PUBLIC HEALTH**

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**FRED BILOTTO, Mayor  
RAEANN CANTELO-ZYLMAN, City Clerk  
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON  
LUIZ MONTOYA  
NANCY RITA  
BILL FAHRENWALD  
GABRIEL McGEE  
CANDACE CARR  
JOSH ROLL**

**Alderman**

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**RESOLUTION NUMBER 2021-051**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
ILLINOIS DEPARTMENT OF PUBLIC HEALTH**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, The City desires to enter into an Intergovernmental Agreement (“IGA”) with the Illinois Department of Public Health in order to receive payments due from funds collected with death certificate fees, a copy of which is attached hereto and made a part hereof, as Exhibit A (the “Agreement”); and

**WHEREAS**, the Mayor and Aldermen of the City have determined that it is necessary, proper, and in the best interest of the City to enter into this IGA with the Illinois Department of Public Health; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The IGA, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen with such

necessary non-material changes as may be authorized by the Mayor to execute the Agreement, the execution of which constitutes the approval by the City of any and all changes or revisions therein contained.

**Section 3.** The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 4.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 6.** This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

*(Left intentionally blank)*

**ADOPTED** this **9th** day of **November, 2021**, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON			X		
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

**APPROVED** by the Mayor on **November 9, 2021**.

**FRED BILOTTO**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
**9th** day of **November, 2021**.

**RAEANN CANTELO-ZYLMAN, CITY CLERK**

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )     ss.

**CERTIFICATION**

**I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT** I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

**I DO FURTHER CERTIFY** that the attached and foregoing is a true and correct copy of the certain **RESOLUTIONS: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AUTHORIZE AND APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF PUBLIC HEALTH.**

**RESOLUTION NO. 2021-051** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **9<sup>th</sup> day of November, 2021**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

**I DO FURTHER CERTIFY** that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **9<sup>th</sup> day of November, 2021**.

CORPORATE SEAL

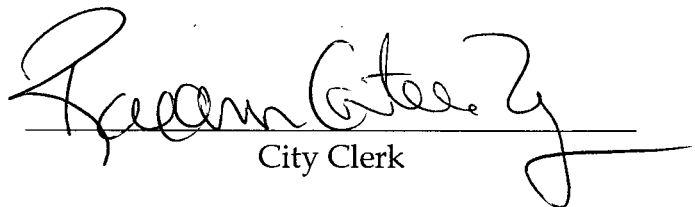
  
\_\_\_\_\_  
City Clerk

Exhibit A

*Agreement*



925 East Ridgely Avenue • Springfield, Illinois 62702-2737 • [www.dph.illinois.gov](http://www.dph.illinois.gov)

October 19, 2021

City of Blue Island  
13051 S. Greenwood Ave.  
Blue Island, IL, 60406

Re: Intergovernmental Agreement for the Death Certificate Surcharge Fund

In order to issue payment to your office for payments due from funds collected with death certificate fees, an updated Intergovernmental Agreement (IGA) will need to be completed and returned. Please review, sign and return the IGA at your earliest convenience.

You may return the completed IGA in the business reply envelope provided.

Please contact Charissa Norton in the Division of Vital Records ([charissa.norton@illinois.gov](mailto:charissa.norton@illinois.gov)) if there are any questions.

Sincerely,

Nadine O'Leary  
Deputy State Registrar  
Division of Vital Records

Enclosure(s)



**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 all county local registrar officials charged with the duties set forth under Division 3-3 of the Counties Code, who have a different title, for equipment and lab facilities. (Source P.A. 99-408, eff. 1-1-16).

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

2.1 The Death Certificate Surcharge Fund shall be used, as stated in 410 ILCS 535/25.5, for equipment and lab facilities. (Source P.A. 99-408, eff. 1-1-16).

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

2.3 Under this Agreement, DPH will distribute 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. The calendar years to be distributed under this Agreement are:

January 1, 2022 – December 31, 2022, Distributed FY 2023  
January 1, 2023 – December 31, 2023, Distributed FY 2024  
January 1, 2024 – December 31, 2024, Distributed FY 2025  
January 1, 2025 – December 31, 2025, Distributed FY 2026  
January 1, 2026 – December 31, 2026, Distributed FY 2027

**ARTICLE III  
EXPENDITURE OF FUNDS**

3.1 **Expenditures.** DPH shall be responsible for disbursing to county local registrars an appropriate 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, 2027.

**ARTICLE V  
TERMINATION**



**INTERGOVERNMENTAL AGREEMENT**  
**Page 2 of 3**

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. In no event will the total term of the Agreement, including the initial term, any renewal terms and any extensions, exceed 10 years.

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:

Nadine O'Leary  
Deputy State Registrar  
Division of Vital Records  
925 E. Ridgely Avenue  
Springfield, Illinois 62702

To County Local Registrar:

City of Blue Island  
13051 S. Greenwood Ave.  
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**

**ILLINOIS DEPARTMENT OF PUBLIC HEALTH**

\_\_\_\_\_  
County Local Registrar (Printed Name)

\_\_\_\_\_  
Ngozi O. Ezike, M.D.  
Director

\_\_\_\_\_  
County Local Registrar (Signature)

Date \_\_\_\_\_

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

Date: \_\_\_\_\_