



925 East Ridgely Avenue • Springfield, Illinois 62702-2737 • www.dph.illinois.gov

October 19, 2021

Vermilion County Coroner
123 N. Hazel Street
Danville, IL, 61832

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) 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
Vermilion County Coroner**

The Illinois Department of Public Health (DPH) and Vermilion County Coroner, 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 Vermilion County Coroner 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 coroners and medical examiners or 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 coroners 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.

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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. 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 Vermilion County Coroner 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 Vermilion County Coroner 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.

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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 Coroner:

Vermilion County Coroner
123 N. Hazel Street
Danville, IL, 61832

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.

COUNTY CORONER

Jane C. McFadden
County Coroner (Printed Name)

J. McFadden
County Coroner (Signature)

37-6002224
Federal Employer Identification Number (FEIN)

Date: 10/25/21

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

Ngozi O. Ezike, M.D.
Director

Date _____