

Resolution 8-1

**Whereas**, the City of Springfield has placed a non-binding referendum question concerning the potential combination of the City and County Health Departments on the April 5, 2005 ballot; and,

**Whereas**, it is important for Sangamon County to provide for the continuation of public health and welfare services for all of the citizens of Sangamon County by preparing a plan for the implementation of a combined health department; and,

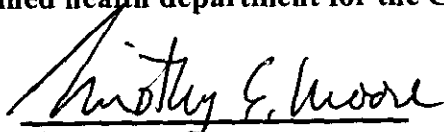
**Whereas**, the Sangamon County Board appointed a Special Panel on Public Health Consolidation to develop a plan in the event that the City of Springfield chooses to transfer its authority for public health services to Sangamon County; and,

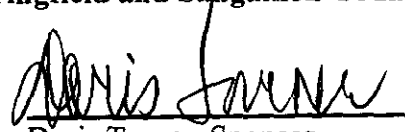
**Whereas**, this panel has worked diligently to develop an Intergovernmental Cooperation Agreement for the Provision of Public Health Services that outlines the plan of implementation for a combined health department; and,

**Whereas**, if the City of Springfield chooses to transfer its authority for public health services to Sangamon County, the agreement must be reviewed by, discussed with, and approved by the appropriate officials of the City of Springfield; and,



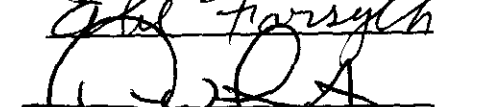

**Whereas**, the Sangamon County Public Health Safety and Zoning Committee has reviewed this agreement with the Special Panel on Public Health Consolidation; and,

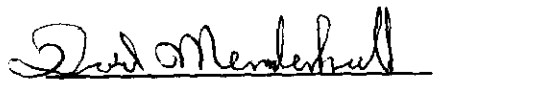
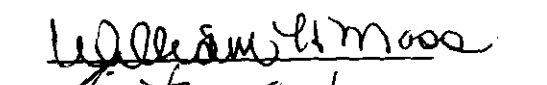
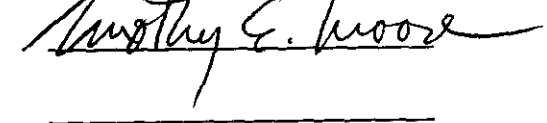
Now therefore be it resolved by the Sangamon County Board, in session this 8<sup>th</sup> day of March, 2005, that the Intergovernmental Agreement on Public Health Services shall represent Sangamon County's plan for the operation of and transition to a combined health department for the City of Springfield and Sangamon County.

  
\_\_\_\_\_  
Tim Moore, Sponsor

  
\_\_\_\_\_  
Doris Turner, Sponsor

**Public Health Safety and Zoning Committee**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**FILED**

MAR 03 2005

  
\_\_\_\_\_  
Sangamon County Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND  
THE COUNTY OF SANGAMON, ILLINOIS FOR THE  
PROVISION OF PUBLIC HEALTH SERVICES**

**THIS AGREEMENT** is made and entered into this 8<sup>th</sup> day of March, 2005, by and between the City of Springfield, Illinois, and Illinois Municipal Corporation, hereinafter referred to as the "City" and the County of Sangamon, Illinois, hereinafter referred to as the "County".

**WITNESSETH:**

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) authorize the City and the County to enter into this agreement; and

WHEREAS, pursuant to Section 95.002 of the 1988 City Code of Ordinances, as amended, the City Council has established a department of public health; and

WHEREAS, pursuant to Section 5-25001 of the Counties Code (55 ILCS 5/5-25001) the County of Sangamon has established a county health department; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the County agree as follows:

**Definitions**

In addition to the terms defined elsewhere in this agreement, the following terms have the meaning given below unless the context clearly requires otherwise:

“Board of Health” means the Sangamon County Board of Health existing pursuant to Section 5-25013 of the Counties Code. (55 ILCS 5/5-25013).

“Medically Underserved Area” means the census tract and geographical areas defined as medically underserved by the U.S. Department of Health and Human Services, Bureau of Health Professions, and based on the most recently available decennial census data.

“Community group” means an organization of individuals with a common interest that regularly convenes meetings within the geographical boundaries of Sangamon County. For the purposes of this agreement, the majority of the organization members should reside in Sangamon County.

**Section 1. Creation of consolidated health department.**

There is hereby created a consolidated city-county health department, to be a department of the County of Sangamon, Illinois, to be known as the Sangamon County Department of Public Health. The Sangamon County Department of Public Health by authority of this agreement shall act as the health department of the City of Springfield and Sangamon County. The Sangamon County Department of Public Health shall be the contractual agent for the delivery of public health services in the City of Springfield.

**Section 2. Transfer of management and control.**

On the effective date of this agreement, following final execution of this agreement by both the City and the County, the Sangamon County Department of Public Health, pursuant to the laws of the State of Illinois, shall assume the management and control of the functions of the public health department of the City in the manner stated herein.

**Section 3. Enforcement of ordinances and regulations.**

The Sangamon County Department of Public Health shall enforce within the boundaries of the City, all health ordinances and regulations of the City (or Ch. 95 of the 1988 City Code of Ordinances, as amended) and the County. The Sangamon County Department of Public Health

shall enforce anywhere in the city or anywhere in the county, all applicable health regulations of the State of Illinois (pursuant to Illinois State Statutes and Administrative Code).

**Section 4. Board of Health.**

The Sangamon County Department of Public Health shall be governed by a board of health and shall have the powers and duties as set forth in Section 5-25013 of the Counties Code. (55 ILCS 5/5-25013).

**Section 5. Composition of the Board of Health.**

The Sangamon County Board of Health shall consist of eight members appointed by the Chairman of the County Board with the approval of the County Board as set forth in Section 5-25012 of the Counties Code. (55 ILCS 5/5-25012). At least two members of the Board shall be physicians licensed in Illinois to practice medicine in all its branches, at least one member shall be a dentist licensed in Illinois, and at least one member shall be a mental health care professional. One member shall be chosen from the county board. There are three (3) at large members of the Board of Health. In the first 2 years after the signing of this agreement, the three at large members shall be appointed by the Sangamon County Board and composed of two members of the Springfield City Council recommended by the Mayor of Springfield with the advice and consent of the Springfield City Council, and one person who resides in the medically underserved area of the City of Springfield. In all periods following the first 2 years of the agreement, all three of the at large members will be appointed by the Sangamon County Board with the consideration and input of community groups especially those representing the medically underserved areas of the City of Springfield. Details as to terms of appointment, filling

of vacancies and organization of the board shall be as set forth in Section 5-25012 and 5-25013 of the Counties Code.

**Section 5(a) Advisory Committee for Primary Care Services**

The parties recommend that the Board of Health appoint an Advisory Committee for Medical Primary Care Services. This committee shall advise the Board of Health on the needs for medical primary care services and provide suggestions for the delivery of medical primary care services to meet the needs of the community. The committee shall be comprised of members of the Board of Health, individuals representing the medically underserved areas of the City of Springfield, and other members of the community at large.

**Section 6. Transfer of City Employees.**

On the effective date of this agreement, the City shall cease staffing its department of public health and the Board of Health shall offer to employ all persons previously employed in the public health department of the City in comparable positions, with salary and benefits equal to or above their previous salary and benefits as paid by the City public health department. All accrued benefit time and leave will be honored. Benefit time and leave will be earned with credit given for all years of employment with the City of Springfield. The City indemnifies the County from responsibility and legal liability for the payment of all salary and benefits and any and all other claims accrued to or made by such employees or arising out of their employment by the City.

Consistent with state and federal labor laws the current employees of the City public health department may transfer to the combined department within their bargaining unit.

For a two (2) year period following the effective date of this agreement, current employees of the City of Springfield Department of Public Health shall not be terminated without the majority approval of a special tribunal consisting of the two Springfield City Council members that are also members of the Board of Health and the President of the Board of Health.

**Section 7. Continuation of Services.**

The County, acting by and through the Sangamon County Board of Health, covenants and agrees to provide and maintain the current public health programs and services currently provided the residents of the City by the City Public Health Department for the period of time that it remains reasonable and appropriate to provide the services. These programs or services are to be set forth in an Exhibit to be provided by the City of Springfield, and will be incorporated herein. To this end, the clinic located at 1415 E. Jefferson St. will remain open and continue to provide services for health department clients.

The parties agree and understand that a deterioration of the physical structure, a change in the physical structure requirements, or a change in the demographic composition of the City of Springfield could cause a need to relocate clinic services away from the current site (1415 E. Jefferson St.). A relocation of the clinic services by the Board of Health shall not be performed before the performance of the following stipulations: completion of a census analysis to determine the medically underserved census tracts of the City of Springfield, conduct a minimum of two (2) public hearings on the subject in the medically underserved census tracts of the City of Springfield, and thorough consultation with community groups that represent individuals in the medically underserved areas of the City of Springfield. Furthermore, the parties agree that a public health clinic must be located in the medically underserved area of the City of Springfield.

**Section 8. Transfer of real estate.**

No later than 90 days after the effective date of this agreement, the City agrees to quitclaim to the Board of Health all rights, title and interest in the public health building located at 1415 East Jefferson. A legal description of said property is attached hereto on Exhibit B, as Parcel 1. Additionally, the City agrees to transfer all rights, title and interest in the parking lot across Jefferson Street to the Board. The legal description of this parcel is also set forth on Exhibit B, as Parcel 2. The representations, covenants, warranties and agreements of each of the parties as set forth herein shall survive the transfer of the real estate. The transfer of the real estate shall be subject to a right of reverter in that if the Board ceases to use the real estate commonly known as 1415 East Jefferson for public health purposes, without the consent of the City, then title to the real estate shall revert to the City following reimbursement to the Board of Health for the cost, less accumulated depreciation, of all capital improvements to the clinic since the effective agreement

**Section 9. Terms of conveyance of real estate.**

No later than 90 days following the effective date of this agreement, the City shall furnish the Board evidence of merchantable title by way of a commitment for a title guaranty policy which commitment shall show all real estate at Exhibit B by legal description in an amount of \$1,000 for each parcel. All charges of the title company for said policies shall be paid by the County. The conveyance of title to all parcels shall be by quitclaim deed for a consideration of \$1.00 and other good and valuable consideration. The following exceptions shall not be deemed objections to title:

- a) mineral exceptions and reservations heretofore of record;
- b) zoning laws and ordinances;
- c) easements and building lines of record, if any;

- d) drainage ditches, feeders and laterals, if any;

The Board, within a reasonable time after receiving title information on the real estate at Exhibit B, shall notify the City of any objections to the title exceptions and the City shall take reasonable steps to cure said title exceptions so that a title insurance policy can be issued free and clear of such exceptions. If the City cannot cause said title exceptions to be cured within 60 days after it is notified of the objections, then the Board, at its option, may refuse to take title to the particular parcel of real estate and the parties agree to modify this agreement accordingly. However, if the Board nevertheless elects to take such title as it then exists, the City shall convey the property as agreed.

**Section 10. Transfer of personal property.**

On the effective date of this agreement, or as soon thereafter as practicable, but in no event later than 90 days following the effective date, the City, without additional consideration, shall transfer to the Board all those items presently used by the City in the operation of the public health department. All of the vehicles titled by the Secretary of State shall be transferred by assignment of Certificates of Title. All other items shall be transferred by Bill of Sale. Where applicable, maintenance schedules, journals and other records incidental to the personal property transferred shall likewise be transferred. All personal property to be transferred will be detailed in an Exhibit to be prepared by the City of Springfield and attached hereto and made a part hereof.

**Section 11. Mutual Cooperation.**

The parties intend and desire to pursue additional collaborative activities that may become available and serve the needs of their residents. The parties will seek to make available to one another and to share their respective knowledge and expertise. The parties will further



seek to identify and jointly solicit additional sources of funding, including without limitation, corporate and governmental grants, that may from time to time become available to support their collaborative projects.

**Section 12. Specific Performance.**

The parties recognize and agree that the assets to be transferred hereunder constitute unique assets and that in the event either party fails or refuses to complete its obligation regarding transfer of such property, the aggrieved party, at its option, shall be entitled to the remedy of specific performance. This provision shall not be construed to limit or otherwise restrict an aggrieved party's other legal or equitable remedies in the event of a breach or default hereof by the other party.

**Section 13. Default.**

In the event that one party believes the other to be in default under this Agreement, that party acting through its chief administrator, shall notify the other party in writing and allow the other party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not then cured, the party having sent the notice of default may, at its option, have all remedies available at law or in equity. No waiver of any default shall be implied by the failure of either party to give notice of default, and no express waiver shall affect any other default except the one specified in the waiver.

**Section 14. Notices.**

All notices, requests, demands and other communications permitted or required hereunder shall be in writing, and either (i) delivered in person, (ii) sent by express mail or other overnight delivery service providing receipt of a delivery, (iii) mailed by certified or registered mail, postage prepaid, return receipt as follows:

If to the County to:

Chairman, Sangamon County Board  
200 South Ninth Street  
Springfield, IL 62701

If to the City to:

Office of the Mayor  
City of Springfield  
Room 300 Municipal Center East  
800 East Monroe  
Springfield, IL 62701

With a copy to:

James Stone  
Director of Public Health  
Sangamon County Dept. Public Health  
2501 North Dirksen Parkway  
Springfield, IL 62702

With a copy to:

Office of Corporation Counsel  
City of Springfield, Illinois  
Room 100 Municipal Center West  
300 South Seventh Street  
Springfield, IL 62701-1680

or to such other addresses as either party may designate by notice. Any such notice or communication, if given, or made by prepaid registered or certified mail or by recorded express delivery, shall be deemed to have been made when actually received, but not later than two (2) business days after the same was posted or given to such express delivery service.

**Section 15. Payments, fees and charges.**

The City shall retain all payments received from a grantor, e.g. Illinois Department of Public Health, for services rendered by the City before the effective date of this agreement. The City shall retain all fees and charges for services rendered before the effective date of this agreement on a prorated basis (1/12<sup>th</sup> increments) for annual fees.

The City shall remit into the County Health Fund all payments received from a grantor, e.g. Illinois Department of Public Health, for services rendered by the Sangamon County Department of Public Health after the effective date of this agreement.

The Board shall retain all fees and charges for services rendered to individual residents of the City of Springfield, Illinois after the effective date of this agreement.

On the effective date of this agreement, the Board will honor the current phase-in schedule of food service license fees that was approved and adopted by the City of Springfield in 2004. Furthermore, on the effective date of this agreement, the Board will use this phase-in schedule for all food service licenses in Sangamon County.

**Section 16. Construction.**

The provisions of this Agreement have been negotiated, written and reviewed by both parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

**Section 17. Assignment.**

This Agreement and the rights, obligations and duties of the parties hereto shall not be assignable or otherwise transferable without the prior written consent of each party hereto.

**Section 18. Further Assurances.**

The parties agree that from time to time hereafter, upon request, each of them will execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Agreement.

**Section 19. Modification.**

No provisions contained herein may be modified, amended or waived except by written agreement or consent signed by both parties.

**Section 20. Successors.**

This Agreement shall inure to the benefit of and shall be binding upon the successors of the parties' respective boards and/or councils.

**Section 21. Headings and Captions.**

Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

**Section 22. Severability.**

If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

**Section 23. Time for Performance.**

Time is of the essence in this Agreement.

**Section 24. Waiver.**

No waiver of a breach or violation of any provision of this Agreement shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available

**Section 25. Rights and Remedies Cumulative.**

The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

**Section 26. Gender and Pronouns.**

Throughout this Agreement, the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa as the context requires.

**Section 27. Incorporation by Reference.**

All exhibits and documents referred to in this Agreement shall be deemed incorporated herein by any reference thereto as if fully set out.

**Section 28. Third Party Beneficiaries.**

This Agreement shall not create any rights for the benefit of any third party.

**Section 29. Entire Agreement.**

This document together with all exhibits attached hereto which are made a part hereof, constitute the entire agreement of the parties and supercede any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

**Section 30. Effective Date.**

This Agreement is executed in duplicate and shall be signed by the duly authorized representatives of each party. The Agreement shall become effective on March 1, 2006.

**Section 31. Certification.**

The County covenants and agrees that for the term of this agreement it shall at all times maintain its current certification status with the State of Illinois, Department of Public Health. The City of Springfield will also continue to maintain its current certification status with the State of Illinois, Department of Public Health, through this agreement. If the County shall fail to maintain its current certification, the City shall be relieved of its obligation to this contract and right of reverter will be activated.

**Section 32. Termination.**

Either party may terminate this agreement without cause upon one year's notice of termination. If this agreement is terminated within four (4) years of the effective date of the agreement with or without cause, the County shall quitclaim all rights, title and interest in the property set forth on Exhibit B back to the City following reimbursement to the County for the cost, less accumulated depreciation, of all capital improvements to the clinic since the effective agreement. If this agreement is terminated within four (4) years of the effective date of the agreement with or without cause, the parties shall meet through their authorized representatives and shall agree upon transfer of records, supplies and equipment, including the personal property set forth in the City's Exhibit attached hereto back to the City.

COUNTY OF SANGAMON, ILLINOIS

CITY OF SPRINGFIELD, ILLINOIS  
an Illinois Municipal Corporation

By: A. Van Meter  
Andy Van Meter  
Chairman

By: \_\_\_\_\_  
Timothy J. Davlin  
Mayor

ATTEST:

Joe Aullo  
County Clerk

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