

**INTERGOVERNMENTAL COOPERATION
AGREEMENT**

Between

**City of Danville, A Municipal Corporation
And
County of Vermilion, A Body Politic**

This Intergovernmental Agreement is made and entered into as of the 13th day of May, 2014, but actually executed by each of the undersigned on the dates set forth beneath the respective signatures of their duly authorized officers below, by and between the City of Danville, Illinois, A Municipal Corporation (hereafter "Danville") and the County of Vermilion, Illinois, A Body Politic (hereafter "County"), collectively the "Parties".

The Parties hereto, as political subdivisions of the government of the State of Illinois, hereby agree to the following terms and conditions which reflect their responsibilities.

WITNESSETH:

WHEREAS, Danville is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and,

WHEREAS, pursuant to its home rule authority, Danville has enacted animal control regulations within the City; and,

WHEREAS, Danville has contracted for animal control services to be provided within the City; and,

WHEREAS, the Humane Society of Danville, Inc. has terminated its contract with the City for providing animal control services without notice to the City; and,

WHEREAS, County is a unit of local government; and,

WHEREAS, County operates the Vermilion County Animal Shelter and provides animal control services within the County as well as for certain municipalities within the County; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., grants broad authority for units of local government to contract with one another to perform governmental services; and,

WHEREAS, Danville desires to enter into an Intergovernmental Agreement with County whereby County would provide animal control services within the City.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Danville and County hereby agree, covenant, represent and undertake as follows:

ARTICLE I
Animal Control Services

- A. County shall act as the Animal Control Officer for the City, as is described in Section 90.02 of the City of Danville Code of Ordinances (Danville City Code).
- B. County shall provide animal control services within the City of Danville. The level of services shall be consistent with the services provided by County to other municipalities within Vermillion County, Illinois and in conjunction with staffing levels.
- C. County will provide services relative to the disposal of dead animals located on roads within the City. Such services will be provided as described in 225 ILCS 610/1.1 et.seq., which may be amended from time to time.

ARTICLE II
Administration and Staff

- A. County shall provide the Administration and staff to provide animal control services within the City.
- B. County shall have the sole authority with regard to decisions concerning the administration and staffing for providing such services.
- C. Danville and County shall coordinate over the disposition of matters arising through County's provision of animal control services within the City of Danville.

ARTICLE III
Personnel

- A. County Animal Control Officers and all other employees of County involved in the provision of animal control services within the City and engaged in enforcing the ordinances of Danville shall be available to be called as witnesses on any matter involving animal control within the City of Danville.
- B. Employees of Danville and County shall be at all times employees of their respective unit of local government and shall retain all of the rights, privileges, immunities, and benefits pursuant to such employment.

ARTICLE IV
Payment for Services

- A. County shall invoice Danville monthly, for the duration of this agreement, for their actual costs incurred in providing animal control services within the City of Danville. The costs for service shall be set out in Appendix A. Appendix A may be modified from time to time without amendment of this Intergovernmental Agreement; however, no fee shall be increased without the express written agreement of both Parties.
- B. Danville shall pay such invoice within 30 days of receipt.

ARTICLE V
Violation Citations

- A. Any citation issued by County for a violation of the Danville City Code regarding animal control shall be prosecuted by Danville through its Administrative Adjudication system.
- B. Danville shall have sole authority to prosecute any such citation.
- C. All funds collected and applied toward fines, costs and fees shall be kept by Danville.

ARTICLE VI
Procurement, Records, Audits

- A. County shall keep accurate records of all matters pertaining to the provision of animal control services within the City of Danville.
- B. Danville may request copies of those records pertaining to matters which are the subject of this Agreement.
- C. Danville may request an audit, at City's expense, of County's records with regard to cases and funds received pertaining to matters which are the subject of this Agreement.
- D. County shall be the sole authority regarding procurement of any items related to their provision of services pursuant to this Agreement. Notwithstanding the foregoing, County and City shall mutually agree on a suitable vehicle to be used for the disposal of dead animals to be performed pursuant to this Agreement. City shall purchase the vehicle through its purchasing process. County shall maintain such vehicle at its expense. County shall maintain suitable and appropriate insurance for such vehicle. At a time when County and City mutually agree that such vehicle shall be replaced, the vehicle shall be replaced at City's expense and through the same process as the original purchase.

ARTICLE VII
General Provisions

- A. **Review, Modifications.** Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both Parties. Any amendments to the Agreement, whether as modifications to the existing terms and conditions hereof or as additions hereto, shall be reduced to writing and shall become effective only when signed by the Parties.
- B. **Notices, Communications.** All notices, demands, request for records, requests for funds, or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to Danville or County at their respective addresses (or at such other address as each may designate by notice to the other), as follows:
- (1) if to Danville, at the City of Danville, Robert E. Jones Municipal Building, 17 West Main St., Danville, Illinois 61832, Attn: Mayor; and,
 - (2) if to County, at the County Board Office, 6 N. Vermilion, Danville, Illinois 61832, Attn: Chairman.
- C. **Term and Termination.** This Agreement shall become effective upon its execution by both Parties and shall thereafter automatically be renewed and continue on an annual basis, being from January 1 through December 31 of each year, unless and until terminated with thirty (30) days' notice by the Party desiring to terminate the Agreement using the process described in Section B above.

IN WITNESS WHEREOF, Danville and County have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

City of Danville

By: Scott Eisenhauer
Scott Eisenhauer,
Mayor

Attest:
By: Linda H. Mason
City Clerk

Res. No. 2014-65

Date: May 7, 2014

County of Vermilion

By: Gary Weinard
Gary Weinard,
Chairman

Attest:
By: Lynn Foster
County Clerk

Date: May 13, 2014 A.D.

AYE 22 NAY 0 ABSENT 4
ABSTAIN 1

APPENDIX A

COSTS

| | |
|------------------------------------|--|
| Monthly Kennel Rent | \$25.00 per kennel |
| Monthly ACO* | \$4920.00 (two full-time ACO dedicated to City) |
| Impoundment | \$20.00 per animal |
| Board for Unclaimed Animals | \$12.00 per animal, per day |

***If at any time we do not have a full-time ACO dedicated to City service on staff, the County will revert to an hourly billing for time of an ACO normally dedicated to the County being pulled in for calls to the City. So, if one City ACO were to quit, we would cut the ACO monthly bill in half and use an hourly billing of \$21.00 per hour for the time a County ACO was working in the City as needed.**

All of the charges are subject to change if costs change, but will only be changed after discussion and agreement between the City and County.