

**INTERGOVERNMENTAL COOPERATION
AGREEMENT**

Between
The Village of Fairmount

And
County of Vermilion, A Body Politic

This Intergovernmental Agreement is made and entered into as of the 12 day of Dec, 2015, 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 the Village of Fairmount , Illinois, (hereafter “the Village of Fairmount”) 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, the Village of Fairmount is a unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and,

WHEREAS, the Village of Fairmount has contracted for animal control services to be provided within the unit of local government; 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, the Village of Fairmount desires to enter into an Intergovernmental Agreement with County whereby County would provide animal control services within the the Village of Fairmount.

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, the Village of Fairmount and County hereby agree, covenant, represent and undertake as follows:

ARTICLE I
Animal Control Services

County shall provide animal control services within the unit of local government.. The level of services shall be consistent with the services provided by County to other municipalities within Vermilion County, Illinois and in conjunction with staffing levels.

ARTICLE II
Administration and Staff

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

ARTICLE III
Personnel

County Animal Control Officers and all other employees of County involved in the provision of animal control services within the unit of local government and engaged in enforcing the ordinances of the unit of local government shall be available to be called as witnesses on any matter involving animal control within the unit of local government.

ARTICLE IV
Payment for Services

- A. County shall invoice the unit of local government monthly, for the duration of this agreement, for their actual costs incurred in providing animal control services within the Unit of local government. The costs for service shall be set out in an appendix which 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. The unit of local government shall pay such invoice within 30 days of receipt.

ARTICLE VI
Procurement, Records, Audits

- A. County shall keep accurate records of all matters pertaining to the provision of animal control services within the unit of local government.
- B. The unit of local government may request copies of those records pertaining to matters which are the subject of this Agreement.
- C. County shall be the sole authority regarding procurement of any items related to their provision of services pursuant to this Agreement.

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 the unit of local government 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 the Village of Fairmount: _____ 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 _____ through _____ 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.
- D.

IN WITNESS WHEREOF, the Village of Fairmount 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.

Village of Fairmount

By: [Signature]
Mayor

Attest:
By: [Signature]
Clerk

Date: 12-17-14

County of Vermilion

By: [Signature]
~~Gary Weinard~~, Michael T. Marron
Chairman

Attest:
By: [Signature]
County Clerk

Date: 2/18/15