

Champaign-Urbana Public Health District



Mobile Food Establishments Joint Jurisdiction Permit Agreement

Public Health
Prevent. Promote. Protect.

**Champaign-Urbana Public Health District
Environmental Health Division
201 W. Kenyon Road
Champaign, IL 61820
(217) 373-7900
www.c-uphd.org**

AGREEMENT BETWEEN THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT
AND THE COUNTY OF CHAMPAIGN AND CHAMPAIGN COUNTY PUBLIC
HEALTH DEPARTMENT FOR THE PROVISION OF A JOINT JURISDICTION
ANNUAL HEALTH PERMIT FOR MOBILE FOOD ESTABLISHMENTS

This Agreement is made between the Champaign-Urbana Public Health District and the County of Champaign and Champaign County Public Health Department pursuant to the authority granted by their respective governing bodies in consideration of the following mutual covenants and conditions:

1. This Agreement is made pursuant to the authority granted by the governing bodies of each party and to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., specifically paragraphs 220/3 and 220/5; the Public Health District Act, 70 ILCS 905/0.01, et seq., and specifically paragraph 905/17(11); the Counties Code, 55 ILCS5/1-1001, et seq., and specifically paragraphs 5/5-1005 and 5/5-25013(B)5; and the Illinois Constitution of 1970, Article VII, Section 10.

2. The purpose of this Agreement is for the Champaign-Urbana Public Health District, hereinafter called the Public Health District, to provide with the Champaign County Public Health Department, hereinafter called the County Health Department, a single joint jurisdiction annual health permit for mobile food establishments.

3. a. For this Agreement a mobile food establishment is a food establishment as defined in the Illinois Food Code (77 Ill. Adm. Code 750) and which is a mechanically, electrically, manually, or otherwise propelled vehicle operating on land or water.

3. b. If a mobile food establishment is not fully equipped for full food preparation and service, it shall have a permitted commissary within either jurisdiction and return to this permitted commissary at least once every 24 hours for servicing and maintenance.

4. The Public Health District will perform the inspection activities and other activities and issue permits and take such other action as it considers appropriate under the Illinois Food Code and all other applicable law.

5. The Public Health District will provide annual billing as part of the Public Health District's annual permit renewal cycle which occurs during April each calendar year. Health permits are valid from May 1st - April 30th.

6. The Public Health District will provide billing for any applicable city, village, and Champaign County permits or licenses.

7. Health permit fees of the type described in this agreement will be divided equally between the Public Health District and County Health Department.

8. Mobile food establishments shall not have an option to obtain a health permit from only one jurisdiction.

9. Mobile food establishments shall post the Inspection Notice placard in both jurisdictions according to the Inspection Notice placard guidelines.

10. The Public Health District may terminate this Agreement by approval of its governing body upon 12 months' notice in writing to the Champaign County Board of Health and the County Health Department.

11. The County Board of Health may terminate this Agreement by approval of both the Champaign County Board and of the County Board of Health upon 12 months' notice in writing to the Public Health District.

12. This Agreement may be amended at any time upon such terms as the parties may agree by the addition, deletion or modification of any one or more programs or in any other manner. Except as set forth in Section 11, this Agreement may be amended only by an agreement in writing authorized by the governing body of each party to this Agreement.

13. This Agreement will be in effect for the period beginning May 1, 2022 and ending at the end of the day on April 30, 2023, unless sooner terminated as provided herein. The contract shall automatically renew on an annual basis with any amendments as provided for in this contract.

14. The Public Health District will not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, pandemic, weather or any other cause beyond the control of the Public Health District.

15. The foregoing constitutes the entire agreement and no statement or representation in any form made before, on or after the dates of executive of this Agreement will be binding upon any party hereto.

CHAMPAIGN-URBANA PUBLIC
HEALTH DISTRICT

DocuSigned by:
Danielle Chynoweth
By: 5C88BC713BA841A
DANIELLE CHYNOWETH
Secretary, Board of Health

Date: 11/30/2021

DocuSigned by:
Andy Quarnstrom
By: 7AFC08588F8A468
ANDREW QUARNSTROM
Member, Board of Health

Date: 11/16/2021

COUNTY OF CHAMPAIGN

DocuSigned by:
Darlene A. Kloeppel
By: 679E9B5DB070421
DARLENE KLOEPPPEL
Champaign County Executive

Date: 11/19/2021

ATTEST: _____
AARON AMMONS
County Clerk and
Ex-Officio Clerk
of the County Board

Date: _____

CHAMPAIGN COUNTY PUBLIC HEALTH
DEPARTMENT

DocuSigned by:
Krista Jones
By: 30C112A5005C9
KRISTA JONES, D.N.P.
President, Board of Health

Date: 11/30/2021

DocuSigned by:
Cathy Emanuel
ATTEST: 88012F068C02456
CATHY EMANUEL
Secretary/Treasurer

Date: 12/2/2021