

**INTERGOVERNMENTAL TRANSPORTATION AGREEMENT
AMONG THE BOARD OF EDUCATION OF RIVERTON COMMUNITY UNIT
SCHOOL DISTRICT NO. 14, THE BOARD OF EDUCATION OF NORTH MAC
COMMUNITY UNIT SCHOOL DISTRICT NO. 34, THE BOARD OF EDUCATION OF
AUBURN SCHOOL DISTRICT NO. 10, THE BOARD OF EDUCATION OF PORTA NO.
202, THE BOARD OF EDUCATION OF PLEASANT PLAINS NO. 8, THE BOARD OF
EDUCATION OF WILLIAMSVILLE NO. 15, THE BOARD OF EDUCATION OF
PAWNEE NO. 11, THE BOARD OF EDUCATION OF ATHENS NO. 213, THE BOARD
OF EDUCATION OF NEW BERLIN NO. 16, AND THE BOARD OF EDUCATION
OF TRI-CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1**

THIS AGREEMENT (“**Agreement**”) is made and entered into as of the 12th day of September 2022, by and among the Board of Education of Riverton Community Unit School District No. 14 (“**Riverton**”), the Board of Education of North Mac Community Unit School District No. 34 (“**North Mac**”), the Board of Education of Auburn Community Unit School District No. 10 (“**Auburn**”), the Board of Education of PORTA No. 202 (“**PORTA**”), the Board of Education of Pleasant Plains No. 8 (“**Pleasant Plains**”), the Board of Education of Williamsville No. 15 (“**Williamsville**”), the Board of Education of Pawnee No. 11 (“**Pawnee**”), the Board of Education of Athens No. 213 (“**Athens**”), the Board of Education of New Berlin No. 16 (“**New Berlin**”), and the Board of Education of Tri-City Community Unit School District No. 1 (“**Tri-City**”) (collectively, the “**Parties**”) for the provision of transportation services.

WITNESSETH

WHEREAS, the Parties have work study programs at their respective school districts and need to provide transportation services for the students participating in such programs; and

WHEREAS, Riverton is able to assist North Mac, Auburn, PORTA, Pleasant Plains, Williamsville, Pawnee, Athens, New Berlin, and Tri-City by providing transportation services to their students participating in work study programs; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the transportation for their respective students participating in the work study programs at their respective schools; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) encourage and permit cooperation between units of local government for matters of mutual concern.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

1. **Term.** The term of this Agreement shall be backdated to commence on July 1, 2022, and shall terminate on June 30, 2023. This Agreement may be extended by written agreement of all Parties for an additional one period.

2. **Services.** Riverton shall, during the term of this Agreement, provide transportation services on those days that school is in session at Riverton School District from the career center located at the Capital Area Career Center, 2201 Toronto Road, Springfield, IL 62712 (“**Career Center**”) to each student’s individual work locations, and, conversely, pick up the students from their individual work locations and drop them off at the Career Center. Riverton is only obligated to provide one round trip pick-up and drop-off per school day. If a student misses the bus at either the Career Center or their individual work location due to no fault of the driver, Riverton shall have no obligation to provide transportation for such student on such day.

3. **Fees.** In consideration for services rendered hereunder, North Mac, Auburn, PORTA, Pleasant Plains, Williamsville, Pawnee, Athens, New Berlin, and Tri-City shall each pay \$6,000 for the costs directly associated with providing the transportation services set forth in Paragraph 2 above. Costs shall mean gas expenses, bus driver salary and benefits, vehicle maintenance expenses and any other fees and expenses incurred by Riverton directly related to the services provided under this Agreement (collectively, “**Costs**”). Riverton shall invoice North Mac, Auburn, PORTA, Pleasant Plains, Williamsville, Pawnee, Athens, New Berlin, and Tri-City on a semester basis (January 1 and June 1) for the Costs and such invoices shall be paid in accordance with the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).

4. **Student Discipline.** In the event that a student being provided transportation services under this Agreement receives a disciplinary infraction from the driver, the driver shall promptly notify the Superintendent of Riverton School District, which, in turn, shall promptly notify the student’s home school district of such incident. All reports related to the incident shall be tendered to the student’s home school district for proper disciplinary action by the home school district. Riverton shall retain the right to refuse any student access to the services provided hereunder.

5. **Student Records.** The Parties acknowledge that any and all records regarding an individual student are student records of the home school district. Those records shall be kept confidential and will only be released with the permission of the affected school district. The Parties shall comply with the *Family Education Rights and Privacy Act*, 20 U.S.C. 1232g, *et seq.*, and the *Illinois School Student Records Act*, 105 ILCS 10/1, *et seq.* during the term of this Agreement.

6. **Indemnification.** Each party hereto agrees to indemnify, defend and hold harmless the other parties, their individual Board members, officers, and employees from and against any claims, losses, liabilities or demands arising from or caused by any neglect act or omission of the other parties related to this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of such party.

7. **Insurance.** Each party will, at its own expense, procure and keep in force for the term of this Agreement, and any extension hereof, commercial general liability insurance at limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and umbrella or excess liability insurance at limits of not less than \$3,000,000.00 per occurrence and in the aggregate. Riverton will purchase and maintain in force during the term of this Agreement commercial automobile insurance, in at least the minimum amounts required by law, or if there are no required legal minimums, then at a commercially reasonable amount covering the vehicles utilized to transport students hereunder. Each party hereto shall name the indemnified parties identified in Paragraph 6 as additional insureds, on a primary and non-contributory basis, on their commercial general liability insurance, excess or umbrella insurance and its commercial automobile insurance. The Parties hereby waive any and all rights of subrogation any of their insurers may have against any other party hereto to the extent permitted by the insurance policy providing coverage to such party. Within five business days of the last party to execute this Agreement, and within five business days of any renewal of this Agreement, each party hereto shall provide the other parties with a certificate of insurance evidencing the insurance requirements of this Paragraph 7.

8. **Force Majeure.** In the event Riverton is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any other condition or cause beyond Riverton's reasonable control, Riverton shall be excused from performance under this Agreement until such event is over, or, for a reasonable period of time thereafter, if necessary. North Mac, Auburn, PORTA, Pleasant Plains, Williamsville, Pawnee, Athens, New Berlin, and Tri-City shall not be responsible for paying any Costs during a Force Majeure event.

9. **Drivers and Vehicles.** All vehicles supplied by Riverton in the performance of the services required under this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Furthermore, the drivers of all such vehicles shall have all required licensure to transport public school students in said vehicles. Moreover, any driver providing services under this Agreement shall have successfully passed the criminal background checks required by Section 10-219 of the *Illinois School Code* (105 ILCS 5/10-21.9) prior to providing any services hereunder.

10. **Amendment.** This Agreement may only be amended or modified by written agreement executed by the duly authorized representatives of all Parties.

11. **Notices.** All notices to be given pursuant to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail or by way of a nationally recognized overnight delivery service, with proof of delivery to:

Riverton:

Riverton Community Unit
School District #14
6425 Old Route 36
Riverton, Illinois 62561
Attn: Superintendent

Tri-City:

Tri-City Community Unit
School District #1
324 W. Charles Street
Buffalo, Illinois 62515
Attn: Superintendent

PORTA:

PORTA Community Unit
School District #202
17651 Blue Jay Road
Petersburg, Illinois 62675
Attn: Superintendent

New Berlin:

New Berlin Community Unit
School District #16
600 North Cedar
New Berlin, Illinois 62670
Attn: Superintendent

Athens:

Athens Community Unit
School District #213
501 Warrior Way
Athens, Illinois 62613
Attn: Superintendent

North Mac:

North Mac Community Unit
School District #31
525 N. Third Street
Girard, Illinois 62640
Attn: Superintendent

Auburn:

Auburn Community Unit
School District #10
606 North Street
Auburn, Illinois 62615
Attn: Superintendent

Williamsville:

Williamsville Community Unit
School District #15
800 S. Walnut Street
Williamsville, Illinois 62693
Attn: Superintendent

Pawnee:

Pawnee Community Unit
School District #11
810 N. Fourth Street
Pawnee, Illinois 62558
Attn: Superintendent

All notices shall be deemed to have been provided upon deposit with the United States mail or with a nationally recognized overnight delivery service, with proof of delivery.

12. **Incorporation of Recitals.** The recitals set forth above are incorporated into and made a part of this Agreement.

13. **Compliance with Laws.** Each party hereto shall comply with all applicable laws, rules, regulations and ordinances in connection with providing or receiving services under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement the day and year first hereinabove written.

RIVERTON:

NORTH MAC:

**BOARD OF EDUCATION OF RIVERTON
COMMUNITY UNIT SCHOOL DISTRICT
NO. 14**

**BOARD OF EDUCATION OF NORTH
MAC COMMUNITY UNIT SCHOOL
DISTRICT NO. 34**

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

ATTEST:

ATTEST:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

TRI-CITY:

**BOARD OF EDUCATION OF TRI-CITY
COMMUNITY UNIT SCHOOL DISTRICT
NO. 1**

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____
Date: _____

PORTA:

**BOARD OF EDUCATION OF PORTA
COMMUNITY UNIT SCHOOL DISTRICT
NO. 202**

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____
Date: _____

AUBURN:

**BOARD OF EDUCATION OF AUBURN
COMMUNITY UNIT SCHOOL
DISTRICT NO. 10**

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____
Date: _____

WILLIAMSVILLE:

**BOARD OF EDUCATION OF
WILLIAMSVILLE COMMUNITY UNIT
SCHOOL DISTRICT NO. 15**

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____
Date: _____

NEW BERLIN:

**BOARD OF EDUCATION OF NEW BERLIN
COMMUNITY UNIT SCHOOL DISTRICT
NO. 16**

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____
Date: _____

ATHENS:

**BOARD OF EDUCATION OF ATHENS
COMMUNITY UNIT SCHOOL DISTRICT
NO. 213**

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____
Date: _____

PAWNEE:

**BOARD OF EDUCATION OF
PAWNEE COMMUNITY UNIT
SCHOOL DISTRICT NO. 11**

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____
Date: _____