

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, made and entered into this _____ day of _____, 2018, by and between the Board of Education of Pana Community Unit School District No. 8 (hereinafter “Pana”) and the Board of Education of Ramsey Community Unit School District No. 204 (hereinafter “Ramsey”);

WITNESSETH:

WHEREAS, both Pana and Ramsey are Illinois public school districts organized and existing pursuant to and subject to the provisions of the Illinois School Code, 105 ILCS 5/1-1, *et seq.*; and

WHEREAS, both districts have students attending the OKAW Area Vocational Center (“OAVC”) in Vandalia, Illinois; and

WHEREAS, Ramsey currently transports one or more of its students to OAVC and employs a bus driver To transport those students on the bus trip to and from OAVC; and

WHEREAS, the bus and bus driver provided by Ramsey is available and Ramsey is willing to provide transportation for Pana students from Ramsey to OAVC and back to Ramsey; and

WHEREAS, the parties have reached mutually acceptable terms for the sharing of transportation Services and wish to memorialize the same herein; and

WHEREAS, Pana and Ramsey are authorized to enter into intergovernmental agreements pursuant to Article VII, §10 of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants and Agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which Is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the Preambles to this Intergovernmental Agreement are full, true and correct and do incorporate them into this Intergovernmental Agreement by this reference.

- 2. Employment of Bus Driver.** Ramsey shall hire and provide a fully qualified employee (hereinafter “driver” or “employee”) sufficient to meet the needs of Ramsey and Pana as described above for the 2018-2019 school year. The selection of said employee shall be at the sole and exclusive discretion of Ramsey. Pana’s needs for the duration of this Agreement shall be defined as qualified driver and appropriate bus to transport Pana and Ramsey students from Ramsey to and from OAVC. In the event the driver is ill or otherwise unable to fulfill his/her duties on any particular day or days, Ramsey will use its best efforts to obtain a qualified substitute.
- 3. Control of Employee.** Except as provided to the contrary in paragraph 3, Ramsey shall be solely and exclusively responsible for the hiring, transfer, suspension, lay off, recall, promotion, discharge, reward, discipline, evaluation and assignment of said employee.
- 4. Required Liabilities.** Ramsey shall be responsible for, and shall pay to the extent the employer shall be otherwise obligated to pay, all salary and fringe benefit obligations applicable to said employee, including worker compensation, unemployment compensation, and all other applicable state and or federal liabilities. Ramsey shall be responsible to perfect all applicable withholdings.
- 5. Indemnification.** Ramsey shall indemnify, defend and hold harmless Pana against any claims, Suits, or causes of action of any kind brought against Pana for alleged negligent or wrongful acts Arising out of duties performed by employee at any time while transporting students to and From OAVC for the Pana student(s) described above. Ramsey further agrees to maintain Insurance required for the transportation of pupils, to the satisfaction of both parties.
- 6. Transportation to Ramsey.** It shall be the sole responsibility of Pana to transport its students to and from Ramsey before and after Ramsey’s transportation of students to and from OAVC.

- 7. Payment to Ramsey for Services.** Pana shall pay to Ramsey a sum equal to fifty percent (50%) of the cost of transportation of pupils from Ramsey to and from OAVC, defined as fifty percent (50%) of the per-mile cost of the bus and driver. Ramsey shall invoice Pana monthly for the services described herein, and Pana shall promptly pay the same within five (5) business days after the regular Board of Education meeting at which the payment is approved.
- 8. Termination.** In the event the needs of the student(s) described herein changes so that Pana does not require any student to be transported to OAVC, Pana may give Ramsey notice of termination at least thirty (30) days in advance, in which case the transportation services for Pana shall cease, and the obligations of Pana hereunder shall terminate. In the event Ramsey is no longer required to provide transportation to its students attending OAVC for whatever reason, it may give Pana notice of termination at least thirty (30) days in advance, in which case the obligations of Ramsey hereunder shall terminate.
- 9. Review and Extension of Agreement.** On or before June 30, 2019, Pana shall notify Ramsey in writing whether it wishes to extend this Agreement for one (1) additional school year or to terminate it at the expiration of the term hereof. If Pana elects to extend the Agreement for one (1) additional school year, Ramsey shall notify Pana in writing no later than June 30, 2019 of its agreement to extend the term hereof for one (1) additional school year or its election to terminate this Agreement at the expiration hereof. If neither party serves notice of termination on the other party as provided herein, this Agreement shall be extended for one (1) additional school year.
- 10. Voluntary Agreement.** Each of the parties hereto has entered into this Agreement as its free and voluntary act. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement and knows and fully understands the terms of this Agreement.
- 11. Whole Agreement.** This Agreement constitutes the whole and entire agreement between the Parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or Usage forms any part of this Agreement.

12. Successors. This Agreement shall inure to the benefit of and shall bind the Pana Community Unit School District No. 8 and its agents, representatives, officers, assigns, and successors, and shall also bind the Ramsey Community Unit School District No. 204 and its agents, representatives, officers, assigns and successors.

13. Duplicate Originals. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties have signed a single document.

14. Savings Clause. If any provision of this Agreement or any application of this Agreement to any Entity, school district or employee is held to be contrary to law by a body of competent jurisdiction and pursuant to final Order or judgment, then such provisions or application shall not be valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed on the date first written above.

**BOARD OF EDUCATION OF
PANA COMMUNITY UNIT
SCHOOL DISTRICT NO. 8**

By: _____
Its President

ATTEST:

Its Secretary

**BOARD OF EDUCATION OF
RAMSEY COMMUNITY UNIT
SCHOOL DISTRICT NO. 204**

By: _____
Its President

ATTEST:

Its Secretary