

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF WEST HARVEY-DIXMOOR
SCHOOL DISTRICT NO. 147, COOK COUNTY, ILLINOIS
AND THE
BOARD OF EDUCATION OF HARVEY PUBLIC
SCHOOL DISTRICT NO. 152, COOK COUNTY, ILLINOIS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between the BOARD OF EDUCATION OF WEST HARVEY-DIXMOOR SCHOOL DISTRICT NO. 147, Cook County, Illinois (“DISTRICT 147”) and the BOARD OF EDUCATION OF HARVEY PUBLIC SCHOOL DISTRICT NO. 152, Cook County, Illinois (“DISTRICT 152”), collectively referred to as the “Parties.”

WHEREAS, DISTRICT 147 and DISTRICT 152 both require transportation services for students attending the same special education programs; and

WHEREAS, DISTRICT 147 and DISTRICT 152 have determined that by sharing the costs of such student transportation, they may more economically obtain such services for the taxpayers of each school district; and

WHEREAS, DISTRICT 147 and DISTRICT 152 desire to enter into an intergovernmental agreement for the shared acquisition and payment of the costs of transporting students attending to special education programs; and

WHEREAS, Article VII, Section 10 of the *Illinois Constitution* encourages and authorizes intergovernmental cooperation between units of local government and school district; and

WHEREAS, DISTRICT 147 and DISTRICT 152 are authorized to enter into intergovernmental agreements pursuant to the *Intergovernmental Cooperation Act* (5 ILCS 22/5).

NOW, THEREFORE, in consideration of the foregoing recitals, as well as the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, DISTRICT 1147 and DISTRICT 152 agree as follows:

1. The Parties, through their respective superintendents (or superintendent's designee) shall jointly develop a request for proposals ("RFP") for the transportation, including transportation coordination services, of special education students of both school districts to and from special education programs in accordance with the requirements of 105 ILCS 5/10-20.21, as well as a timeline for publishing the RFP, receiving and evaluating proposals, and selecting a successful transportation contractor.

2. Unless otherwise agreed in writing by the Parties, the cost of each school bus route transporting students pursuant to this Agreement shall be shared on a proportionate basis in accordance with the number of students from each school district assigned to the route.

3. After receipt of any proposals from potential transportation contractors, the Parties' respective superintendents (or superintendent's designee) shall meet to evaluate and confer regarding the proposals, including the recommendation to the respective boards of education regarding selection of a successful transportation contractor.

4. (a) In the event the Parties cannot agree on a successful transportation contractor or the terms and conditions of a contract between the Parties and a transportation contractor, this Agreement shall terminate and each Party shall be responsible for acquiring transportation services for its own students.

5. Additionally, either Party may terminate this Agreement upon thirty (30) days written notice to the other. The terminating Party will remain liable for any

obligations or costs incurred for the transportation of its students prior to the effective date of termination, as well as any contractual obligations to third parties that may survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

**BOARD OF EDUCATION OF WEST HARVEY-DIXMOOR
SCHOOL DISTRICT NO. 147, COOK COUNTY, ILLINOIS**

By: _____
President, Board of Education

Attest: _____
Secretary

**BOARD OF EDUCATION OF HARVEY PUBLIC
SCHOOL DISTRICT NO. 152, COOK COUNTY, ILLINOIS**

By: _____
President, Board of Education

Attest: _____
Secretary