

**INTERGOVERNMENTAL AGREEMENT FOR THE USE OF BELLEVILLE
TOWNSHIP HIGH SCHOOL DISTRICT NO. 201'S TRANSPORTATION SERVICES**

This **Agreement**, made and entered into this 18th day of April 2017, by and between the Board of Education of Belleville Township High School District No. 201 ("Belleville") and Belle Valley School District 119 ("Belle Valley"), for the shared use of Belleville's Transportation Services on an annual fee basis.

WHEREAS, Belleville and Belle Valley are public school districts organized under the laws of the State of Illinois; and

WHEREAS, public school districts are authorized pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 etc.) to enter into agreements to provide services for one another; and

WHEREAS, Belleville provides certain Transportation Services which Belle Valley would wish to utilize; and

WHEREAS, Belle Valley has the need, capacity and interest in allowing their students to be transported by Belleville; and

WHEREAS, Belleville has determined that it is in the best interests of the District to enter into an agreement with Belle Valley, providing for the use of these transportation services within certain parameters.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, Belleville and Belle Valley hereby 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. **Equipment.** Belleville shall keep all equipment used for the transportation of students in strict accordance with the State of Illinois, Federal and any other local government Minimum Standards for school buses. All buses shall be kept in a clean and sanitary condition. All buses shall be equipped with a changeable sign which indicates the current route the bus is driving.

All vehicles used to transport District pupils shall be parked and maintained on Belleville's property. Belleville is responsible for purchase and maintenance of all equipment required for this service, but may assess certain costs to Belle Valley, as outlined below.

All buses shall be equipped with video monitoring equipment as indicated. Camera boxes will be required on all buses. The camera and a recording device will be of sufficient quality and recording capacity to meet the requirements of this section on every bus in service. The cameras must be in use whenever students are present on the vehicle. All recordings must be kept for a minimum of thirty (30) calendar days or indefinitely whenever there is a question of whether disciplinary problems or harm to any pupil occurred on the vehicle. Belleville shall not disseminate bus camera recordings to any other person or entity without the written permission of Belle Valley, except as required by law. All buses shall be equipped with GPS Systems that are properly updated and capable of navigation.

3. **Definition of Employer.** Belleville shall be deemed the employer of all transportation employees under this agreement in every respect except for Belle Valley's liaison. Belleville shall be able to dictate the direction, performance, control, discipline and/or evaluation of said employees with respect to all transportation services provided by Belleville.

4. **Control of Employee.** Further, Belleville shall be solely and exclusively responsible for the hiring, transfer, suspension, lay-off, recall, promotion, discharge, reward, discipline, evaluation and assignment of Belleville's employees providing transportation services under this agreement.

5. **Control of Students.** Students participating in transportation services under this agreement shall at all times remain a student of Belle Valley. Belle Valley shall determine appropriate discipline for incidents that occur during transportation.

6. **Liaison.** Belleville and Belle Valley shall each designate a District transportation liaison that shall be available at all times via cell phone. The District Transportation Liaison shall be the point of contact for all issues regarding scheduling, cancellations, discipline, and all other issues that may arise from this agreement. The contact information for each District's Transportation Liaison is below:

Belleville Transportation Liaison	Belle Valley Transportation Liaison
Name:	Name:
Address:	Address:
District Extension:	District Extension:
Home Phone:	Home Phone:
Cell Phone:	Cell Phone:
Email:	Email:

7. **Payment to Belleville for Services.** Belle Valley shall pay to Belleville a monthly Transportation Fee Payment in accordance with the fee schedule attached to this document. Belleville shall mail monthly invoices for the Transportation Fee Payment to Belle Valley. The Transportation Fee Payment shall be paid in full within thirty (30) calendar days of receiving the invoice. Transportation Fee Payments that are late shall be assessed a 5% late fee for every month an invoice remains unpaid.

8. **Additional Assessments.** Should Belleville's transportation fleet require extraordinary repairs, beyond normal maintenance, or retro-fitting to comply with new statutes or regulations to make the buses road legal, Belleville may assess upon Belle Valley additional fees to ensure that the fleet is able to meet the transportation needs pursuant to this intergovernmental agreement. Belleville shall give notice to Belle Valley of additional fees 45 business days prior to their assessment.

9. **Routes.** The routes to be followed by said buses shall be established by Belle Valley in consultation with Belleville and shall be made known to Belleville at least 45 calendar days in advance of the first day of school in the school year. Belleville will then inform Belle Valley within thirty (30) calendar days in advance of the first day of school whether such routes can be accommodated. A final route schedule shall be agreed upon no later than 15 calendar days in advance of the first day of the school year.

10. **Special Education.** Belleville shall provide transportation services for Special Education students residing within Belle Valley's boundaries who because of their handicapping condition must attend facilities located within our outside of Belle Valley's boundaries. Belleville shall utilize Regular bus runs or Auxiliary bus runs to transport these students.

11. **Inclement Weather and other Transportation Cancellations.** Whenever inclement weather or impassability of roads occurs, school is cancelled or delayed, the school day is scheduled for other than regular start or end times, or school is dismissed early for any reason, Belle Valley's liaison shall inform Belleville of such cancellations as soon as Belle Valley becomes aware of the cancellation. Whenever possible, Belle Valley and Belleville agree to coordinate school closings to ensure consistent transportation services.

12. **Insurance.** Belleville will provide and maintain automobile liability insurance

covering all vehicles used in the performance of this agreement. The amounts of the coverage will be as follows:

Bodily Injury and Property Damage Liability	\$1,000,000 per occurrence
Uninsured Motorist Coverage	State Requirement
Excess Umbrella Coverage	\$10,000,000

Belleville shall provide and maintain General Public Liability Damage Insurance coverage for all operations in connection with the performance of this Agreement. All policies shall be written by a company duly licensed and authorized to write such coverage in the State of Illinois and shall provide the following coverage.

BASIC UNDERLYING LIMITS	
Bodily Injury and Property Damage	\$1,000,000 per occurrence
EXCESS UMBRELLA COVERAGE	\$10,000,000

Belleville shall name Belle Valley, as an additional named insured on all insurance policies required herein, with the exception of the workers' compensation insurance.

Belleville shall provide a certificate of insurance on a form acceptable to Belle Valley evidencing the required insurance. The certificates of insurance and all insurance policies required to be obtained by Belleville shall provide that coverages afforded under the policies will not be cancelled, reduced or allowed to expire without at least thirty (30) calendar days prior written notice given to Belle Valley. If any of the insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the final application for payment.

All insurance required of Belleville shall state that the coverage afforded to the additional insured shall be primary insurance of the additional insureds with respect to claims arising out of

operations performed by or on their behalf. If the additional insured have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

13. **Term of Agreement:** The term of this agreement shall be three years from July 1, 2017 through June 30, 2020.

14. **Review and Extension of Agreement.** On or before February 1, Belle Valley shall notify Belleville in writing whether it wishes to extend this Agreement for one (1) additional year or to terminate it at the expiration of the term hereof. If Belle Valley elects to extend the Agreement for one (1) additional year, Belleville shall notify Belle Valley in writing no later than February 15 of its agreement to extend the term hereof for one (1) additional 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 year and fees shall be negotiated. If the parties cannot reach agreement on the fees for the one year extension on or before March 1, the agreement shall terminate.

15. **Fuel.** Belleville shall purchase all fuel needed in performance of the Agreement. Belle Valley shall reimburse Belleville for any excess cost of fuel above \$2.50 (without federal tax) per gallon used. Belleville shall credit Belle Valley any difference in the monthly average cost per gallon less than \$2.50 (without federal tax) per gallon. Monthly shall mean each calendar month, beginning on July 1 during the time of this Agreement. Credits and reimbursements, if any, shall be included in the monthly billing. Monthly average cost per gallon shall be calculated by dividing the total cost of fuel purchased in the month period by the total number of gallons of fuel purchased in the month period.

16. **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.

17. **Force Majeure.** In the event the Belleville is unable to provide the transportation services as described in this intergovernmental agreement because of acts of God, fire, riot, war, picketing, civil connections, strikes, labor dispute, governmental acts, regulations, or executive orders or other causes beyond its control, Belle Valley shall excuse Belleville from performing hereunder until such time Belleville is again able to provide Transportation Services.

18. **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.

19. **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.

20. **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 provision 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 Agreement to be executed on the date first written above.

**BOARD OF EDUCATION OF
BELLEVILLE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 201**

By: _____
Its President

ATTEST:

Its Secretary

**BOARD OF EDUCATION OF
BELLE VALLEY SCHOOL
DISTRICT NO. 119**

By: _____
Its President

ATTEST:

Its Secretary

Transportation Fee Schedule

	2017-2018	2018-2019 *	2019-2020 *
Base Rate Per Regular Transportation Route (71-77 Passenger Bus)	\$221.74		
After School Activities – Regular Transportation (Rate Per Hour)	\$37.73		
Charter & Field Trip Rates – Regular Transportation (Rate Per Hour)	\$37.73		
Kindergarten/Early Childhood Route – Rate Per Hour	\$37.73		
Base Rate per Special Education Transportation Route (35-54 Passenger Bus)	\$247.56		
Additional Cost (smaller than 35 Passenger bus) equipped with A/C or wheel chair access	\$4.22		
Base Rate per Special Education Transportation Route (Smaller than 35 passenger bus)	\$247.56		
Additional Cost (smaller than 35 passenger bus) equipped with A/C or wheel chair access	\$2.64		
Base Rate per Mid-Day Special Education Route	\$84.89		
Cost of Bus Attendant (per hour)	\$19.91		
Per Hour Driver Cost in Excess of 4 hours (1/4 hour increments)	\$9.44		
Base Rate if Routes are shared with Another District	\$123.78		

* Annual increases will be equal to the Consumer Product Index from the previous year