

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR,  
ILLINOIS AND DECATUR PUBLIC SCHOOLS, DISTRICT 61 REGARDING HIGH  
SCHOOL STUDENT USE AND TRANSIT FARES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”), entered into between the Board of Education of Decatur Public School District No. 61 (hereinafter “District”), and the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter “City”);

**WHEREAS**, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter “transit system”) operating in the City; and,

**WHEREAS**, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

**WHEREAS**, the District is the public school district and educational authority for those eligible students in the City; and,

**WHEREAS**, the District provides transportation through various methods including use of the transit system for its students for attendance at various schools including, but not limited to, Eisenhower High School and MacArthur High School (hereinafter “high school students”); and

**WHEREAS**, the high school students of the District are in need of transportation through the transit system at times other than for school attendance and for purposes other than school attendance; and,

**WHEREAS**, the parties have agreed upon mutually agreeable terms and conditions relating to the use of the transit system by the District’s high school students and fare charges for the same and the parties wish to reflect their agreement in writing;

**NOW, THEREFORE**, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt 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 Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

3. **District Obligations.** District agrees to pay to the City the sum of Ten Thousand Dollars (\$10,000) as a pro-rated amount for the initial term of this Agreement and pay to the City the sum of Thirty-Five Thousand Dollars (\$35,000) for the term beginning July 1, 2023 and ending June 30, 2024. For each successive term thereafter, the amount due shall be increased by 2.5% or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding July 1 to June 30 time period beginning July 1, 2024 whichever is greater.

4. **City Obligations.** The City shall permit the District's high school students with a current valid District ID to use the transit system at all times the transit system is in operation without payment by the individual high school student so long as the current valid District ID is presented while using the transit system.

5. **Term.** This Agreement shall initially be for the period beginning March 1, 2023 and terminating June 30, 2023 and shall thereafter automatically renew for successive annual terms of July 1 to June 30 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.

6. **Time of Payment.** Payment to the City of the amount due under the initial term of this Agreement shall be due and payable by the District no later than April 15, 2023. Payment to the City of the amounts due under the successive terms of this Agreement shall be paid in two installments with 50% of the amount being due by the District no later than August 15 and the final payment being due by the District no later than April 15 of each year.

7. **Severability.** If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

9. **Amendment.** This Agreement may only be amended by a written instrument signed by each party hereto.

10. **Notice.** Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

City of Decatur  
Attn: City Manager  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

Decatur Public School District 61  
Attn: Superintendent  
101 W. Cerro Gordo Street  
Decatur, IL 62523

11. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

12. **Termination.** This Agreement may be terminated by either party if the non-terminating party is in default of the terms of this Agreement or for the convenience of the party by giving the non-terminating party notice to the other no later than March 1 of the year prior to the expiration of the annual term.

DATED at Decatur, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF DECATUR, ILLINOIS

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

DECATUR PUBLIC SCHOOLS, DISTRICT 61

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
SECRETARY TO THE BOARD