

**INTERGOVERNMENTAL AGREEMENT FOR THE ADMINISTRATION OF
AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM CONCERNING VIOLATIONS
FOR APPROACHING, OVERTAKING, AND PASSING A SCHOOL BUS**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the dates executed by the parties, by and between **PEORIA PUBLIC SCHOOLS DISTRICT 150**, an Illinois public school district (“Board” or “District”), and the **CITY OF PEORIA**, an Illinois home rule municipal corporation (“City”) (collectively referred to as the “Parties” and individually, each is referred to as a “Party”).

WITNESSETH:

WHEREAS, Section 11-208.9 of the Illinois Vehicle Code (625 ILCS 5/11-208.9) authorizes a municipality to enact an ordinance providing for an automated traffic law enforcement system that utilizes a device with one or more motor vehicle sensors working in conjunction with the visual signals on a school bus, to produce recorded images of motor vehicles that fail to stop before meeting or overtaking, from either direction, any school bus stopped at any location for the purpose of receiving or discharging pupils (“System”); and

WHEREAS, Section 11-208.9 of the Illinois Vehicle Code (625 ILCS 5/11-208.9) also authorizes a municipality to adjudicate tickets that are issued as a result of the System capturing evidence of vehicles that fail to stop before meeting or overtaking a school bus that is stopped for the purpose of receiving or discharging students in violation of Section 11-1414 of the Illinois Vehicle Code, 625 ILCS 5/11-1414, or a similar provision of a local ordinance (“Violations”); and

WHEREAS, following the adoption of such an ordinance by a municipality, a school district desiring to implement the System by allowing placement of such equipment as is necessary to operate the System on its buses must enter into an intergovernmental agreement with the municipality for the administration of the System; and

WHEREAS, if implemented, proceeds from the System’s fines must be divided equally between the municipality and the school district; and

WHEREAS, the City of Peoria (“City”) has or will enact an ordinance (“Ordinance”) to authorize the System and enable the City to adjudicate Violations, in substantially the same form as Exhibit A hereto; and

WHEREAS, the District and the City desire to take steps to improve the safety of students embarking and debarking school buses by approving the System, and entering into an intergovernmental agreement for the administration of the System; and

WHEREAS, the City and the District are authorized to enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Vendor Agreement.** The District agrees that it has equipment for the System and that it has or will enter into an agreement with Seon Design Inc. (“Vendor”), in compliance with Section 11-208.9(r) of the Illinois Vehicle Code (625 ILCS 5/11-208.9(r)), for the procurement of additional equipment

for the System ("Vendor Agreement"), in substantially the form attached hereto as Exhibit B. Such agreement provides that the District shall pay Vendor a fee of \$5,484.00 per unit to procure equipment for the System ("Vendor Costs"). The Vendor Agreement must provide, without limitation, that the Vendor Costs paid for the System are based on the value of the equipment provided by the Vendor and are not based on the number of traffic citations issued or the revenue generated by the System. The District will be responsible for the installation, maintenance, and operation of the System.

2. **Installation and Operation of System.** The District shall be solely responsible for ensuring that the System is installed, operated, and maintained on school buses in compliance with 625 ILCS 5/11-208.9, including, without limitation: (a) posting all school buses in which the System is installed with a sign indicating that the bus is being monitored by the System in compliance with 625 ILCS 5/11-208.9(1); and (b) posting information on its website concerning the use of the System in compliance with 625 ILCS 5/11-208.9(m).
3. **Processing Violation Information.** The Vendor Agreement requires that the District process and send recorded images about potential violations to the City, if: (1) a potential Violation is detected by the system; (2) a potential Violation is observed by an employee of the District; or (3) the City or the District makes a request for a recorded image. Thereafter, the City shall review and inspect the recorded images to determine whether a ticket will be issued with respect to each potential Violation.
4. **Enforcement.** The Parties hereby acknowledge and agree that the decision to issue a ticket for a potential Violation shall be the sole, unilateral, and exclusive decision of the City. The City shall send out all Violation notices required to be given under Sections 11-208.9(d) and (e) of the Illinois Vehicle Code (625 ILCS 5/11-208.9(d) and (e)). Violations shall be heard in the City's administrative hearing system. The District agrees to make available to the City its personnel (or, to the extent practicable, employees of the Vendor) on an as-needed basis to provide stipulated evidence, in-person testimony, or other information necessary to demonstrate to the hearing officer that the System was operational at the time of recording of any alleged Violation. The City attorney will recommend fines for Violations as authorized by law and ordinance.
5. **Proceeds; Costs.**
 - a. **Proceeds Divided Equally.** Proceeds from the System's fines shall be divided equally between the City and the District.
 - b. **Payment of Costs.** The District shall pay any costs incurred by either party to procure, install, operate, and maintain the System, including, but not limited to, the Vendor Costs incurred by the District. The City shall pay any costs incurred by either party to administer and enforce the System, including, but not limited to, the City's cost of collection of any fines imposed.
 - c. **Evidence of Costs.** The City shall provide the District annually with an accounting of all revenue generated by the System ("Annual Revenue") and all costs relating to the administration and enforcement of the System ("Annual Costs"). If any party disputes the Annual Costs or Annual Revenues, the City and the District agree to meet informally in good faith to clarify and resolve the dispute.
6. **Termination.** Either Party shall have the right to terminate this Agreement, without cause, with sixty (60) days written notice to the other Party. In addition, this Agreement shall automatically

terminate upon termination of the Vendor Agreement or of the Ordinance, or if Section 11-208.9 of the Illinois Vehicle Code is repealed or otherwise rendered unenforceable.

7. **Effective Date.** The effective date of this Agreement shall be that date when the last Party executes and dates this Agreement, or the date that the City adopts the Ordinance, whichever is later.
8. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties, and there are no other agreements (other than the Vendor Agreement), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by all Parties.
9. **Waiver.** Any waiver by any Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
10. **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.
11. **Compliance with Laws.** Each Party shall comply with all applicable laws, rules, regulations and ordinances with regarding to the Automated Traffic Law Enforcement System, including, but not limited to, all applicable requirements specified in Section 11-208.9 of the Illinois Vehicle Code (625 ILCS 5/11-208.9), as may be amended from time to time.
12. **Contractual Capacity.** Each Party agrees that it has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so.
13. **Severability.** Every section, paragraph, part, term and provision of this Agreement is severable from the other terms and provisions of this Agreement. If any section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by a court of competent jurisdiction, the remaining sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.
14. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the appropriate corporate authorities for each Party in accordance with all applicable statutory procedures.
15. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the City or the District.
16. **Notices.** All notices required or permitted to be given under this Agreement shall be given by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section. The address of any Party may be changed by written notice to the other Party. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit.

a. If to the City:

City of Peoria
Attn: Legal Department
419 Fulton Street, Room 403
Peoria, IL 61602

b. If to the District:

Peoria Public Schools District 150
3202 N Wisconsin Ave
Peoria, IL 61603
Attn: Superintendent

IN WITNESS WHEREOF, the parties have entered into this Intergovernmental Agreement, by its authorized representatives as of the date(s) written below:

CITY:

DISTRICT:

CITY OF PEORIA

PEORIA PUBLIC SCHOOLS DISTRICT 150

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

734617_2

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

This instrument was acknowledged before me on _____, 2021, by Patrick Urich, the City Manager of THE CITY OF PEORIA, an Illinois municipal corporation, and by Stefanie Tarr, the City Clerk of said municipality.

Signature of Notary

SEAL
My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

This instrument was acknowledged before me on _____, 2021, by _____, the Superintendent of PEORIA PUBLIC SCHOOLS DISTRICT 150, a public school district organized and existing under the Illinois School Code.

Signature of Notary

SEAL
My Commission expires:
