

**INTERGOVERNMENTAL AGREEMENT BETWEEN NORTH COOK
INTERMEDIATE SERVICE CENTER AND THE RIVER TRAILS SCHOOL DISTRICT
26 FOR SHELTERING AND MASS CARE FACILITIES**

This Intergovernmental Agreement ("**Agreement**") is made and entered into between the North Cook Intermediate Service Center ("**NCISC**") and the River Trails School District 26 ("**School District**") to establish a shelter site location (River Trails Middle School) and terms of use in the event of an emergency evacuation of the students and staff of NCISC. NCISC and the School District may be collectively referred to as "**Parties**," or individually as a "**Party**."

WHEREAS, Article VII, Section 10 of the Illinois Constitution (1970 Ill. Const., Art. VII, § 10(a)) authorizes units of local government and to contract to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 (5 ILCS 220/3) of the Illinois Intergovernmental Cooperation Act ("**Act**") provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by an Illinois public agency may be exercised, combined, transferred, and enjoyed jointly with any other Illinois public agency; and

WHEREAS, Section 5 (5 ILCS 220/5) of the Act further authorizes Illinois public agencies to contract with other public agencies to perform any governmental services, activities, or undertakings, provided that the contract is approved by the governing bodies of each party to the contract, except where specifically and expressly prohibited by law; and

WHEREAS, NCISC has developed a school emergency and crisis response plan ("**Plan**"); and

WHEREAS, as part of its Plan, NCISC seeks to identify off-site locations for reunification of families and emergency operations in the event of an emergency; and

WHEREAS, the School District owns and operates The River Trails Middle School, located at 1000 N Wolf Rd, Mt Prospect, IL 60056 ("**Facility**"); and

WHEREAS, the School Board of the School District find and determine that the temporary use of its Facility for emergency evacuation and or reunification of families and emergency operations of NCISC furthers the School District's mission, vision, and core values of providing services to the community; and

WHEREAS, NCISC and the School District have agreed that the NCISC will be permitted to use the Facility on a temporary basis in the event of an emergency, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The above recitals are incorporated herein as though fully set forth in this Section 1.

Section 2. Term; Termination. The Agreement will take effect on the last date that the authorized signatories hereto execute this Agreement (“Effective Date”) and shall terminate three (3) years from the Effective Date (“**Term**”), unless sooner terminated by either Party pursuant to this Agreement. Either Party may terminate this Agreement at any time and for any or no reason, upon providing at least sixty (60) days prior written notice to the non-terminating Party.

Section 3. NCISC Obligations. NCISC will:

- A. Make every effort to notify the School District of its evacuation possibilities with as much notice as possible.
- B. Be exclusively responsible for supervising all NCISC staff, students, and their family members during the time that the Facility is used as an emergency shelter site, and ensuring all NCISC staff, students, and their family members comply with School District rules, policies, directives, and guidance regarding Facility usage.
- C. Exercise reasonable care in the conduct of its activities in the Facility.
- D. Repair, replace, restore, or reimburse the School District, at the sole reasonable discretion of the School District, for any School District property, including, without limitation, items, materials, equipment, and supplies, that is damaged by NCISC, or its staff, students, or their family members while using the Facility for sheltering activities, reasonable wear and tear excluded.
- E. Reimburse the School District for any bona fide expenditure of personnel required to maintain the Facility, including overtime costs, upon production of receipts or time sheets. NCISC will not pay any operational or administrative fees to School District.
- F. Make reasonable effort to recognize the hospitality of the School District in any press or media releases pertaining to the re-location and sheltering of students and staff.

Section 4. School District Obligations. The School District will

- A. Open their Facility to provide shelter and assistance to students and staff evacuated during emergency situations when the students and staff have a need to be sheltered. The River Trails Middle School has a capacity to accommodate approximately 100 people in emergency situations.
- B. Be responsible for opening the Facility and developing procedures for making the Facility accessible, including restrooms and an area with phone and internet connection (if available) for NCISC’s administrative personnel.

Section 5. Mutual Obligations. Both Parties will:

- A. Identify a primary contact person, and two alternate contact people, to be responsible for initiating and receiving communications in the event that NCISC's use of the Facility becomes necessary. Each party shall identify the contact people in writing upon execution of this Agreement, and shall update the list of contact people (in writing) in the event of any change. The contacts for both Parties are attached and incorporated into this Agreement in the Appendix (**Exhibit A**).
- B. The names, public phone numbers, and public email addresses of public officials in Exhibit A is not confidential and may be subject to disclosure in response to a request for public records pursuant to the Illinois Freedom of Information Act ("**FOIA**").

Section 6. Indemnification. NCISC will indemnify and hold harmless the School District, and its elected or appointed officials, officers, employees, volunteers, and agents from all liabilities, judgments, costs, damages and expenses (including reasonable attorneys' and paralegals' fees) and from all claims against the School District of any kind or nature whatsoever which may in any way arise out of or on account of personal injuries and injuries to real or personal property or loss of personal property relating to the NCISC's use of the Facility pursuant to this Agreement, including damages caused by persons occupying Facility. However, NCISC will not be liable to the School District for any claim arising out of injury to persons or property which may result solely from the negligent or wrongful acts or omissions of the School District.

Section 7. Insurance. NCISC will carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability. The School District and its elected or appointed officials, officers, employees, volunteers, and agents shall be named as additional insureds in all respects. NCISC's insurance shall be primary with respect to any insurance or self-insured coverage held by the School District, or its elected or appointed officials, officers, employees, volunteers, or agents. Any insurance or self-insured coverage maintained by the School District shall be in excess of the NCISC's insurance and shall not contribute to it. NCISC shall provide a Certificate of Insurance (COI) evidencing such limits and the School District's status as additional insured as a condition precedent to using the School District's Facility for emergency shelter and, in no case later than the execution date of this Agreement.

Section 8. Severability. Nothing in this Agreement is intended to conflict with any federal, state, or local laws, rules, or regulations. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated, to the fullest extent permitted by law.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

Section 10. Binding Effect. The terms of this Agreement will bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

Section 11. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than NCISC will be made or be valid against the School District.

Section 12. Waiver. Waiver of any of the terms of this Agreement will not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions will not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement will not be held to be a waiver of any other or subsequent breach of the Agreement.

Section 13. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.

Section 14. Amendment. No amendment or modification to this Agreement will be effective unless and until such amendment or modification is executed in writing by both Parties.

Section 15. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

IN WITNESS WHEREOF, North Cook Intermediate Service Center (by its duly authorized representative) and the River Trails School District 26 (by its duly authorized representative) have signed and executed this Agreement on the dates indicated below.



Executive Director,
North Cook Intermediate Service Center

Superintendent or Designee,
River Trails School District 26

6/2/2026

Date

Date

EXHIBIT A

APPENDIX

Contact Information: North Cook Intermediate Service Center

Jeremy Paul, Director of Facilities & Operations
Office: 847-803-3707
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Nataly Lopez, Principal NCYAA
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Dr. April Jordan, Executive Director
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Dr. Allison Slade, Assistant Executive Director
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Cheryl Moore, Director of Human Resources
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Contact Information River Trails School District 26