

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR MUTUAL ASSISTANCE IN RESPONSE TO CRISES  
IN THE PUBLIC SCHOOLS OF LAKE COUNTY, ILLINOIS**

**Recitals**

WHEREAS, natural and human-made catastrophic events are occurring with increasing frequency in schools throughout the United States;

WHEREAS, Lake County School Districts and Special Education Cooperatives fortunately have not been subject to such occurrences, but recognize it is in the best interests of their students, staff and communities that they join together to plan for such occurrences and be prepared to assist each other during catastrophic events which exceed the capacity of an individual school district or cooperative to respond effectively on its own;

WHEREAS, the assistance to be provided under this Intergovernmental Cooperation Agreement (“Agreement”) includes personnel, equipment and staging facilities appropriate to the nature of the catastrophic event;

WHEREAS, pursuant to section 5/3-15.14 of the School Code (105 ILCS 5/3-15.14), the Regional Superintendent of Schools can administer and direct a cooperative or joint educational or operational program.

WHEREAS, the foregoing purposes are best accomplished through this Agreement, with participating school districts and cooperatives making good faith efforts to provide assistance during catastrophic events when called upon pursuant to the terms of this Agreement, but without incurring liability if, in their sole discretion, they are unable or unwilling to do so;

WHEREAS, many school districts and cooperatives have, or will develop, emergency assistance agreements with local law enforcement, fire departments and other governmental

entities and nothing in this Agreement is intended to replace, supersede or take precedence over such agreements; and

WHEREAS, the program to accomplish the foregoing will be called the Lake County School Mutual Aid Response Team (“LCSMART”).

NOW THEREFORE, the undersigned public agency does hereby enter into this Agreement with each and every other public agency which signs a counterpart copy of this Agreement and contracts as follows:

**1. Parties.** The parties to this Agreement are:

- a. the Lake County Regional Office of Education (the “ROE”);
- b. the Boards of Education of school districts in Lake County, Illinois (“School Boards”, “School Board”, “School District” or “School Districts”) which are listed on the attached Exhibit 1 and have approved this Agreement in accordance with paragraph 7 below; and
- c. the governing entities of Lake County special education and other cooperatives (“Cooperative” or “Cooperatives”) which are listed on the attached Exhibit 1 and have approved this Agreement in accordance with paragraph 7 below.

Collectively the foregoing are the “Parties” to, or the “Participants” in, this Agreement.

**2. Legal Authority and Purpose.**

- a. This Agreement is made in the exercise of the Parties’ rights and powers granted under Article VII, Section 10 of the Constitution of the State of Illinois, the Illinois

Intergovernmental Cooperation Act, 5 ILCS 220/1 and all other rights and powers vested in the Parties by their respective governing statutes.

b. The purpose of this Agreement is to develop and implement programs (the “Programs”) designed to provide mutual aid in crises, primarily arising out of disaster or violence in School Districts and Cooperatives within Lake County. The programs are also designed to provide training and professional development to prepare member personnel for response and recovery activities. Under no circumstances will an employee of a Party act under this Agreement in a capacity as a first responder by performing emergency rescue or response services ordinarily performed by police, fire or other governmental emergency service providers.

### **3. Administration.**

a. This Agreement shall be administered by the ROE, by its Regional Superintendent of Schools (the “RSS”) acting as chair of an Advisory Panel (the “Advisory Panel”) consisting of:

- 1) The Sheriff or designee;
- 2) the RSS or designee;
- 3) one superintendent selected by the superintendents of participating School Districts with a student enrollment of 1000 or less,
- 4) one superintendent selected by the superintendents of participating School Districts with a student enrollment of more than 1000 but less than 7000;
- 5) one superintendent selected by the superintendents of participating School Districts with a student enrollment of more than 7000;

6) one director, selected by the Cooperatives of the School District Parties who are members; and

7) not more than two superintendents selected by the RSS to ensure the Advisory Panel has members from an elementary district, a high school district and a unit district.

8) one representative of the Lake County Emergency Management Agency; one representative of the Lake County Fire Chiefs' Associations; and one representative of the Lake County Police Chiefs' Association. These members are not parties to the Agreement or subject to dues.

b. Attendance at meetings of the Advisory Panel shall be by the superintendent or director, or their designees.

c. The term of a superintendent and a director shall be one year beginning July 1 and ending June 30, except that the initial term shall extend from the date of selection through June 30, 2026.

d. The Advisory Panel shall establish its own rules of procedure and meet at the call of the RSS or any three members.

e. The primary duty and authority of the Advisory Panel shall be to advise the RSS regarding implementation of this Agreement and to develop and implement the programs designed to achieve the purposes of this Agreement.

#### **4. Fiscal Matters.**

a. Within 30 days after becoming a Party to this Agreement, each School Board and Cooperative shall contribute \$250 toward the administration of this Agreement for the 2024-25 school year. This fee will be used primarily to provide materials and

equipment including, but not limited to, “call out” technology, credentials and safety vests. Thereafter, at least 90 days before the start of the next school year, the ROE in consultation with the Advisory Panel shall establish and administer a budget for the next school year and set the contribution amount for the participating School Districts and Cooperatives not to exceed \$400.00.

b. The ROE shall seek funding through grants and similar sources of revenue as the primary sources of funds to develop and implement the programs and administer this Agreement.

c. At no cost to the School Districts and Cooperatives, the ROE shall perform its administrative duties under this Agreement.

d. The programs shall be made available to the School Districts and Cooperatives without cost other than the annual cost determined by the ROE.

e. Each School District is responsible for any benefits, compensation, liability insurance and worker’s compensation insurance for its personnel that are providing authorized mutual aid to another School District.

f. Each School District providing facilities, materials and/or equipment to another School District under the auspices of this Agreement shall not charge for such facilities, materials or equipment and for the cost of loss or damage to the facilities, materials and/or equipment.

g. Nothing in this Agreement shall operate to bar any recovery of funds from any third party, state, or federal agency under existing statutes, or other authority.

**5. Insurance and Liability.**

a. Each Party is responsible for obtaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for the requirements applicable to it under the Illinois Workers' Compensation Act arising from its status as employer of its employees who participate in the Programs.

b. A Party shall not be liable to another Party:

1) for the acts or omissions of its own employees, in providing assistance to another Party when requested under this Agreement;

2) for a Party's declination to provide assistance when requested by another party under this Agreement.

Nothing in this Agreement is intended to void or limit any immunity or liability protection of any Party established by law or any existing insurance coverage of any Party. Nothing in this Agreement, the actions of the ROE, the Advisory Panel or the development and implementation of the Programs shall create a duty or liability to any person or entity that is not a party to this Agreement. or diminish any liability protection for the benefit of the Parties as established by law.

**6. New Parties and Withdrawal, Suspension and Expulsion of a Party.**

a. After the effective date provided in paragraph 8 below, a School District or Cooperative shall become a Party to this Agreement when the RSS receives this Agreement in counterpart, signed by the School District or Cooperative's President and Secretary.

b. A Party may withdraw from this Agreement effective at the close of the day on June 30 of any year by giving at least 60 days' written notice of withdrawal to the RSS.

c. By a vote of at least two-thirds of the members of the Advisory Panel, a Party may be suspended or expelled as a Party to this Agreement, and denied participation in any of the programs, for good cause, which includes, but is not limited to, failure to meet the requirements of this Agreement or of the programs. Before expulsion or suspension, the Party shall be given a written notice summarizing the reasons for the proposed action and an opportunity to respond to the Advisory Panel.

**7. Amendment and Termination.**

a. This Agreement may be amended or terminated by the affirmative vote of a majority of the Parties.

b. This Agreement shall terminate without a vote of the Parties within 120 days after the number of Participants falls below 10 or the ROE withdraws from this Agreement. During such 120-day period, the Advisory Panel shall wrap up the business under this Agreement and the Programs.

**8. Effective Date.** This Agreement shall become effective when the ROE approves and signs this Agreement and the RSS receives this Agreement, in counterparts, signed by the President and Secretary of at least 10 of the Boards of Education of the School Districts and governing entities of the Cooperatives listed on the attached Exhibit 1.

Lake Regional Office of Education

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Education of

\_\_\_\_\_,  
Lake County, Illinois

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Cooperative Governing Board of

\_\_\_\_\_

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_



**Exhibit 1 - List of Agency Cooperatives**

Each Lake County area public school district may participate in the LCSMART program. Unless otherwise designated, the primary staff member of each participating District/Cooperative under this Intergovernmental Cooperation Agreement will be the District/Cooperative's member of the Lake County ROE School Safety Task Force.

Participating district would agree to provide resources as follows:

<i>District #</i>	<i>District name</i>	
1	WINTHROP HARBOR SCHOOL DIST	
3	BEACH PARK C.C. SCHOOL DIST	
6	ZION ELEMENTARY SCHOOL DIST	
24	MILLBURN C.C. SCHOOL DIST	
33	EMMONS SCHOOL DIST	
34	ANTIOCH C.C SCHOOL DIST	
36	GRASS LAKE SCHOOL DIST	
37	GAVIN SCHOOL DIST	
38	BIG HOLLOW SCHOOL DIST	
41	LAKE VILLA C.C. SCHOOL DIST	
46	GRAYSLAKE COMMUNITY CONS. SCHOOL DIST	
50	WOODLAND C.C. SCHOOL DIST	
56	GURNEE SCHOOL DIST	
65	LAKE BLUFF SCHOOL DIST	
67	LAKE FOREST SCHOOL DIST	
68	OAK GROVE SCHOOL DIST	
70	LIBERTYVILLE SCHOOL DIST	
72	RONDOUT SCHOOL DIST	
73	HAWTHORN C.C. SCHOOL DIST	
75	MUNDELEIN SCHOOL DIST	
76	DIAMOND LAKE SCHOOL DIST	
79	FREMONT SCHOOL DIST	
96	KILDEER COUNTRYSIDE C.C. SCHOOL DIST	
102	APTAKISIC-TRIPP C.C. SCHOOL DIST	
103	LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DIST	
106	BANNOCKBURN SCHOOL DIST	
109	DEERFIELD SCHOOL DIST	
112	NORTH SHORE SCHOOL DIST	

114	FOX LAKE SCHOOL DIST	
113	TOWNSHIP HIGH SCHOOL DIST	
115	LAKE FOREST COMM. H.S. DIST	
117	COMMUNITY HIGH SCHOOL DISTRICT	
120	MUNDELEIN CONS. H.S. DIST	
121	WARREN TOWNSHIP H.S. DIST	
124	GRANT COMM. H.S.	
125	ADLAI E. STEVENSON H.S. DIST	
126	ZION-BENTON TOWNSHIP H.S. DIST	
127	GRAYSLAKE COMM. H.S. DIST	
128	COMMUNITY HIGH SCHOOL DISTRICT	
60	WAUKEGAN C.U. SCHOOL DIST	
95	LAKE ZURICH C.U. SCHOOL DIST	
116	ROUND LAKE C.U. SCHOOL DIST	
118	WAUCONDA C.U. SCHOOL DIST	
187	NORTH CHICAGO C.U.S.D.	
220	BARRINGTON COMM. UNIT SCHOOL DIST	
801	EXCEPTIONAL LEARNERS COLLABORATIVE	
804	TRUE NORTH SPECIAL ED. DIST.	
825	SPECIAL ED. DIST OF LAKE	
849	LAKE CO. H. S. TECH. CAMPUS	
RSSP	Regional Safe School Program	
ROE	Lake County Regional Office of Education	