

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR MUTUAL ASSISTANCE IN RESPONSE TO CRISES
IN THE PUBLIC SCHOOLS OF PEORIA, TAZEWELL, WOODFORD AND MASON
COUNTIES, ILLINOIS**

Recitals

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

WHEREAS, Peoria/Tazewell/Woodford/Mason 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, 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 Central Illinois Valley School Safety Team (CIV-SST).

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. Peoria, Tazewell, Woodford, and Mason County School Districts and Cooperatives.

b. the Peoria, Tazewell, Woodford, and Mason Regional Office of Education (the “ROE”);

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 Peoria, Tazewell, Woodford, and Mason County School Districts and Cooperatives. 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 RSS or designee from Peoria County ROE 48 and Tazewell, Woodford, Mason Counties ROE 53;

2) two superintendents selected by the superintendents of participating School Districts in Tazewell, Woodford, and Mason counties,

3) two superintendents selected by the superintendents of participating School Districts in Peoria County;

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

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

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

4. Fiscal Matters.

a. The ROE 48 and ROE 53 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.

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

c. The programs shall be made available to the School Districts and Cooperatives without cost other than when agreed to by all parties.

d. 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.

e. 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.

f. 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 Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the Programs.

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

1) for the acts or omissions of its employees 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.

For purposes of this paragraph 5.b., “liability” means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys’ fees. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the 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 which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded any Party’s insurance coverage.

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 its President and Secretary.

b. A Party may withdraw from this Agreement effective by giving at least 30 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 ROE 48 and/or ROE 53 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 and Dissolution. This Agreement shall become effective when the participating school districts and ROE 48 and ROE 53 approve and sign 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.

Board of Education of _____ President Name (Print): _____ President Signature: _____ Date: _____ Secretary Name (Print): _____ Secretary Signature: _____ Date: _____	Peoria County ROE 48 Name (Print): _____ Signature: _____ Date: _____ Tazewell, Woodford, Mason Counties ROE 53 Name (Print): _____ Signature: _____ Date: _____
Governing Board of Cooperative of _____ President Name (Print): _____ President Signature: _____ Date: _____ Secretary Name (Print): _____ Secretary Signature: _____ Date: _____	