

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR FINGERPRINT IMAGING SERVICES
BETWEEN
THE BOARD OF EDUCATION OF ANTIOCH COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 34
AND
THE BOARD OF EDUCATION OF ANTIOCH COMMUNITY
HIGH SCHOOL DISTRICT 117**

THIS AGREEMENT (“Agreement”) is made and entered into this 17 day of April, 2025, by and between the Board of Education of Antioch Community Consolidated School District 34, Lake County, Illinois (“District 34”) and the Board of Education of Antioch Community High School District 117, Lake County, Illinois (“District 117”).

WITNESSETH

WHEREAS, District 34 and District 117 are authorized to enter into an Intergovernmental Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., providing for the execution of agreements and the implementation of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, District 34 and District 117 are authorized and required by the School Code of Illinois, 105 ILCS 5/10-21.9, as a condition of the employment of certificated and non-certificated individuals to submit their applicant’s fingerprint images and other identifiers, as prescribed by the Illinois Department of State Police (the “Department”), to the Department; and

WHEREAS, District 34 and District 117 have determined that the cost of performing this required fingerprint imaging service may be reduced and the timeliness of submitting applicant fingerprint imaging for review by the Department may be expedited by the acquisition of certain fingerprint imaging hardware and software equipment and the shared use of such equipment; and

WHEREAS, District 34 and District 117 agree that it would be in the best interests of their citizens to enter into an Agreement detailing the acquisition and future shared use of the fingerprint imaging equipment and software.

NOW THEREFORE, in consideration of the mutual agreement contained in this Agreement, District 34 and District 117 hereby agree as follows:

Section 1. Equipment. District 34 shall maintain an iTouch Biometrics Livescan Fingerprinting Device and companion software configured for Illinois and FBI records, a Logitech HD Web Camera and Photo Capture and a 2-year extended warranty on the Scanner including software support and upgrades.

Section 2. Reimbursement. Following its receipt of the above-referenced equipment and software, District 34 shall provide District 117 with copies of all applicable invoices and evidence of payment to iTouch Biometrics and District 117 agrees that it shall promptly reimburse District 34 for one-half of the cost of acquisition of the equipment and software.

Section 3. Fingerprint Imaging. District 34 agrees that it shall coordinate with District 117 to permit District 117, its applicants for employment and personnel to submit to fingerprint imaging and related services at District 34's facilities utilizing the mutually acquired equipment and software and District 34 trained personnel.

Section 4. Consent and Release Forms. District 34 and District 117 agree that they shall each be solely responsible for securing the requisite signed consent and release forms from any and all individuals who they direct for fingerprint imaging.

Section 5. State Department of Police. District 34 shall insure that the fingerprint images and identifiers are submitted to the Department on behalf of the respective School

District employer and that the results of such fingerprint imaging are reported directly to District 34 or to District 117 by the Department, as applicable.

Section 6. Future Repair and Upgrades. District 34 and District 117 shall share equally the cost of repair and upgrades of the equipment and software after the expiration of the manufacturer's warranty.

Section 7. Terms of Agreement. This Agreement shall remain in effect July 1, 2025 through June 30, 2026 and may be renewed from year-to-year thereafter by mutual agreement of the parties.

Section 8. Indemnification.

- A. **District 34 Indemnification.** To the fullest extent permitted by law, District 34 shall indemnify, defend and hold harmless District 117, the Board of Education and its members and employees (collectively the "School District 117 Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by any of the School District 117 Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of any activity of District 34, or any act or omission of District 34 or of any employee of District 34, but only to the extent caused in whole or in part by any wrongful or negligent act or omission of District 34.
- B. **District 117 Indemnification.** To the fullest extent permitted by law, District 117 shall indemnify, defend and hold harmless District 34, the Board of Education, and its members and employees (collectively the "School District 34 Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by any of the District 34 Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of any activity of District 117, or any act or omission of the District 117 or of any employee of District 117, but only to the extent caused in whole or in part by any wrongful or negligent act or omission of District 117.
- C. **No Waiver of Tort Immunity Defenses.** Nothing contained in this Section 8 or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

Section 9. Default. In the event that one party believes the other to be in default under this Agreement, that party acting through its Superintendent, shall notify the other party in writing and allow that party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured, the party having sent the notice of default may terminate this Agreement by serving written notice on the other party effective ten (10) days after receipt of the notice by the other party. No waiver of any default shall be implied by the failure of either party to give notice of default, and no express waiver shall affect any other default except this one specified in the waiver. In the case of a default by District 34 which results in the termination of this Agreement, District 117 shall be entitled to receive a prorated reimbursement of its initial investment in the equipment and software depreciated on a five year basis.

Section 10. No Assignment. Neither party may assign any rights or duties under this Agreement without the written consent of the other party.

Section 11. Notices. All notices to the parties to this Agreement shall be made by certified mail to the addresses below:

If to School District 34: Antioch Community Consolidated School District 34
 Attn: Superintendent
 964 Spafford Street
 Antioch, IL 60002

If to School District 117: Antioch Community High School District No. 117
 Attn: Superintendent
 1625 Deep Lake Road
 Lake Villa, IL 60046

Section 12. Successors. This Agreement shall be binding upon the successors of the parties' respective Boards of Education.

Section 13. Headings. The Agreement heading and all paragraph headings are for reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions appearing in this Agreement.

Section 14. Amendments. No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.

Section 15. Complete Understanding. This Agreement sets forth all the terms, conditions, agreements and understandings between District 34 and District 117 relative to the subject matter hereof and there are no agreements or conditions, oral or written, expressed or implied, between them other than as herein set forth.

Section 16. Governing Law. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws and State of Illinois.

Board of Education
Antioch Community Consolidated
School District No. 34
Lake County, Illinois

Board of Education
Antioch Community High
School District No. 117
Lake County, Illinois

By: _____
Its: _____

By: _____
Its: _____

Attest: _____
Its: _____

Attest: _____
Its: _____

Date: _____

Date: _____