

**INTERGOVERNMENTAL COOPERTION AGREEMENT
FOR FINGERPRINT IMAGING SERVICES
BETWEEN
THE BOARD OF EDUCATION OF ANTIOCH COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 34
AND
THE VILLAGE OF ANTIOCH**

THIS AGREEMENT (“Agreement”) is made and entered into this 15 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 The Village of Antioch, Lake County, Illinois (“Village”).

WITNESSETH

WHEREAS, District 34 and Village 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 Village 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 Village 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; and

WHEREAS, District 34 and Village 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 Village 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 Village with services of fingerprinting. The Village agrees that it shall reimburse District 34 \$50 per transaction within 30 days of invoicing.

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

Section 4. Consent and Release Forms. District 34 and Village 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 ensure that the fingerprint images and identifiers are submitted to the Department on behalf of the respective employer and that the results of such fingerprint imaging are reported directly to District 34 or to Village by the Department, as applicable.

Section 6. Future Repair and Upgrades. District 34 shall pay 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 May 1, 2025 and may be terminated by mutual agreement of the parties with a 30 day advance notice.

Section 8. Indemnification.

- A. **District 34 Indemnification.** To the fullest extent permitted by law, District 34 shall indemnify, defend and hold harmless The Village, the Board of Education and its members and employees (collectively the "Village 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 Village 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. The Village **Indemnification.** To the fullest extent permitted by law, Village 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 Village, or any act or omission of the Village or of any employee of Village, but only to the extent caused in whole or in part by any wrongful or negligent act or omission of Village.
- 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.

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 The Village of Antioch: Village of Antioch
 Attn: Village Administrator
 874 Main Street
 Antioch, IL 60002

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 Village 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 Trustees
The Village of Antioch
Lake County, Illinois

By: _____
Its: _____

By: _____
Its: _____

Attest: _____
Its: _____

Attest: _____
Its: _____

Date: _____

Date: _____