

**INTERGOVERNMENTAL AGREEMENT
FOR ACCESS TO VIDEO SUREVILLANCE SYSTEM**

This Agreement is between the Village of Bloomingdale, an Illinois municipal corporation (the “Village”), and the Board of Education (the “Board”) of Bloomingdale School District 13, DuPage County, Illinois (the “School District”). The Village and the School District (collectively referred to as the “Parties) agree as follows in the exercise of their intergovernmental cooperation powers under the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*):

1. The School District’s Digital Video Surveillance System. The School District installed in its school buildings a digital video surveillance system (the “System”) that in specific emergency situations could assist the Village’s police officials and other Village first responders in providing vital emergency safety services for the protection of students, staff and community members.

2. Health or Safety Emergency. For purposes of this Agreement, a “Health or Safety Emergency” is defined consistent with the Family Educational Rights and Privacy Act (“FERPA”) and the Illinois School Student Records Act (“ISSRA”) and their implementing regulations. Specifically, a Health or Safety Emergency means a current, articulable and significant threat to the health or safety of a student or other individuals on school grounds, and the Village’s access to the System is necessary to assist in thwarting that significant threat. By virtue of this Agreement, the School District hereby grants the Village’s Authorized Viewers with the authority to reasonably determine whether a Health or Safety Emergency exists, as that phrase is defined herein. Health or Safety Emergencies that meet the definition set forth herein include active shooter(s), mass casualty events, or any other critical incident which causes an immediate threat to life.

3. Authorized Viewers. Individuals authorized to view images created by the System (“Authorized Viewers”) shall be limited to the sworn officers in the Village’s Police Department responding to a Health or Safety Emergency. Authorized Viewers shall only view real time images created by the System in the event of a Health or Safety Emergency.

4. Access to the System. The School District will provide Authorized Viewers with the necessary access to the System to enable Authorized Viewers to view real-time images created by the System’s digital cameras in a Health or Safety Emergency. When accessing the System, Authorized Viewers shall limit their access to the extent of the incident which caused the Health or Safety Emergency.

5. School Student Records. The images created on the School District’s digital cameras are created for security purposes and are, therefore, not student records as defined by Section 2 of ISSRA or Section 375.10 of the Illinois Administrative Regulations, 23 IAC 375.10. Such images may, however, become student records if subsequently used by the School District in a student disciplinary matter.

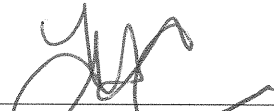
6. Indemnity, Insurance and Third-Parties. The Village shall indemnify the School District from any loss, including, but not limited to, its reasonable attorney’s fees, arising out of the Village’s acts or omissions arising out of this Agreement to the extent of the Village’s fault and provide insurance coverage for the School District in coverages and amounts reasonably satisfactory to the School District. The School District assumes no responsibility for the functionality of the System or the decisions made by the Village, its Authorized Viewers and its police officials and first responders based on their use of the System. Nothing in this Agreement is intended to waive any defense by either the Village or the School District to claims by, or create

any duty toward, any third party. The provisions of this paragraph survive the termination of this Agreement.

7. Effective Date and Termination. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives. This Agreement may be terminated by either party upon at least 60 days' written notice to the Village Manager or the Superintendent.

[VILLAGE/MUNICIPALITY]
An Illinois Municipal Corporation

BOARD OF EDUCATION
[SCHOOL DISTRICT]
[COUNTY], Illinois

By:  _____
Franco A. Coladipietro
Village President

By: _____
[NAME]
Superintendent

Dated: May 26, 2026 _____

Dated: _____