

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
MCCOOK AND THE VILLAGE OF STICKNEY FOR PRISONER
DETENTION SERVICES**

THIS AGREEMENT made this _____ day of April, 2018, by and between the Village of McCook (“McCook”) and the Village of Stickney (“Stickney”).

WITNESSETH

WHEREAS, McCook and Stickney (“Parties”) are home rule municipalities duly authorized and existing under the Constitution and laws of the State of Illinois;

WHEREAS, McCook and Stickney each operate law enforcement agencies in the Fifth Municipal District of Cook County;

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes municipalities to contract or otherwise associate among themselves to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and,

WHEREAS, McCook and Stickney deem it necessary and desirable to enter into an intergovernmental agreement whereby McCook would allowed to perform booking and processing of persons arrested by it, and Stickney would temporarily house persons arrested by McCook, at Stickney’s municipal jail and lockup facility.

NOW THEREFORE, in consideration of the mutual promises that the Parties have made to each other, and other good and valuable consideration, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are hereby incorporated as though fully set forth herein.

2. **Term.** This Agreement shall be for a term of one (1) year commencing on May 1, 2018 and terminating on April 30, 2019. This Agreement shall automatically renew for five (5) consecutive one (1) year terms following the initial term, unless otherwise terminated in accordance with the terms hereof.

3. **Obligations and Responsibilities.** The Parties shall have the following obligations and responsibilities:

(a) Stickney shall provide McCook with access to equipment, supplies, and space for criminal booking, processing, and investigations including, but not limited to, fingerprinting, photographing, criminal history check, the completion of medical screenings, suicide/mental health screenings, usage of interview rooms, and storage space

for records related thereto, at the Stickney Police Department municipal jail and lockup facility (the "Facility") located at 6533 West Pershing Road, Stickney, Illinois 60402.

(b) Stickney shall accept and provide prisoner detention services, including supplying necessary personnel, at the Facility on a 24-hour basis for persons arrested by McCook who are awaiting a hearing before a court of competent jurisdiction, are unable to post a bond as may be required by law, or are awaiting transfer to another jurisdiction. Stickney shall be responsible for providing meals and responding to or meeting any other needs of McCook arrestees held/detained at the Facility. Stickney shall conduct regular prisoner checks of McCook arrestees, and shall otherwise comply with the Municipal Jail and Lockup Standards promulgated by the Illinois Department of Corrections.

(c) McCook shall retain possession of, and be responsible for, all personal belongings of McCook arrestees.

(d) McCook shall be responsible for transporting McCook arrestees to appear before a court of competent jurisdiction, and if an arrestee is in custody on account of a warrant from another jurisdiction, McCook shall be responsible for all communication with and transportation to such foreign jurisdiction.

(e) Stickney shall be responsible for transporting all McCook arrestees in need of medical attention. Stickney shall be solely responsible for supervising any prisoner transportation to and from a hospital or other medical facility, and shall be solely responsible for monitoring the prisoner while at the hospital or other medical facility until such time as McCook personnel can be provided, and are present, for such purposes. McCook shall be responsible for returning the McCook arrestee to Stickney, as needed, upon be cleared from the hospital or other medical facility.

(f) Stickney is authorized to release any McCook arrestee if directed to do so by McCook. Except as may be otherwise agreed to by each Chief of Police, Stickney shall not be responsible for holding any McCook arrestee for more than forty-eight (48) hours after arrest.

4. **Compensation.** McCook shall pay Stickney the sum of \$4,000 per annum, paid in quarterly installments, for the initial term of this Agreement. All payments are due on or before the 5th day of the first month of each quarterly period.

5. **Indemnification.** McCook agrees, to the fullest extent provided by law, to defend, indemnify, and hold harmless Stickney to and from any and all claims, causes of action, or damages of every kind, nature, or description, including attorney's fees, arising from or relating to any condition, injury, or illness sustained by a McCook arrestee prior to being accepted at the Facility and not otherwise caused, contributed to, or exacerbated by Stickney or its officials, employees, or agents. Stickney agrees, to the fullest extent provided by law, to

defend, indemnify, and hold harmless McCook to and from any and all claims, causes of action, or damages of every kind, nature, or description, including attorney's fees, arising from or relating to any condition, injury, or illness sustained by a McCook arrestee after acceptance at the Facility and while in the custody of Stickney.

6. **Insurance.** McCook and Stickney shall each maintain general liability and law enforcement activities insurance covering their activities hereunder, with coverage limits for both lines of coverage of at least \$2,000,000.00 per occurrence, \$4,000,000.00 in the aggregate, and not less than \$2,000,000 Umbrella coverage. Coverage will be placed with insurance carriers with an A.M. Best Rating of not less than A- and financial rating of not less than VII. Any insurance policy required by this Agreement shall include a contractual liability endorsement for the Parties' obligations under Paragraph 5, and each shall name the other as an additional insured. The aforesaid policies shall also include a subrogation and waiver provision, which will be applicable to the other party. Any insurance policy maintained by McCook or Stickney shall be non-contributory with respect to such claims.

7. **Consequential Damages.** In no event shall McCook or Stickney be liable to the other for any special, incidental or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever under this Agreement or breach of this Agreement.

8. **Termination.** After the initial term, this Agreement may be terminated with or without cause by either party upon 90 days written notice of the effective date of said termination from the terminating party.

9. **Notices.** All notices or communications provided for herein shall be in writing and shall be delivered to the other party either in person, by a reputable overnight carrier or by United States certified mail return receipt requested. Notice shall be served as follows:

Village of McCook
Attn: Mayor
5000 Glencoe Avenue
McCook, IL 60525

Village of Stickney
Attn: Mayor
6533 Pershing Road
Stickney, IL 60402

10. **Authority.** The McCook and Stickney represent to one another that they are each authorized to and have the power to enter into, and by proper action have duly authorized the execution, delivery and performance of the Agreement.

11. **Illinois Law.** This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

12. **Binding Effect.** The Parties intend that the terms and conditions of this Agreement shall be binding upon and inure to the benefit of their respective grantees, nominees, successors in interest, assignees, heirs, executors, or lessees.

13. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

14. **Written Modification.** Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by McCook and Stickney.

15. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior or contemporaneous negotiations, commitments, agreements, and writings, and all such other negotiations, commitments, agreements, and writings shall have no further force or effect, and the parties thereto shall have no further rights or obligations thereunder. The Parties each represent, warrant, covenant, and agree that no representation, warranty, covenant, or agreement shall be binding on the other party unless expressed in writing herein or by written modification pursuant to Paragraph 14 hereof.

16. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

17. **Non-Waiver.** Neither McCook nor Stickney shall be under any obligation to exercise any of the rights granted to them in this Agreement. The failure of McCook or Stickney to exercise at any time any right granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect such municipality's right to enforce that right or any other right.

18. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby; but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

19. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every

provision of this Agreement shall be construed as though all of the parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

20. **Third-Party Beneficiaries.** Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against McCook or Stickney.

21. **Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, employee, or agent of McCook or Stickney, in his or her individual capacity, and no official, employee, or agent of McCook or Stickney shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of, in connection with, or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

IN WITNESS WHEREOF, the Parties listed below have set their hands the day and year above written.

VILLAGE OF MCCOOK

VILLAGE OF STICKNEY

Jeffrey Tobolski, Mayor

Jeff Walik, Mayor

ATTEST:

ATTEST:

Charles Sobus, Village Clerk

Audrey McAdams, Village Clerk