

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND THE VILLAGE OF ARLINGTON HEIGHTS REGARDING THE USE OF THE MOUNT PROSPECT JAIL FACILITY

WHEREAS, the Villages of Arlington Heights ("Arlington Heights") and Mount Prospect ("Mount Prospect") are home rule municipalities and, pursuant to Section 8 of Article VII of the Illinois Constitution, have certain powers which they are exercising; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, ILCS 220/1 et seq. allow and encourage intergovernmental cooperation; and

WHEREAS, the Villages agree that it would be in the best interests of the citizens to allow Arlington Heights to use the jail facilities at Mount Prospect while Arlington Heights' new police building is being constructed,

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, Arlington Heights and Mount Prospect agree as follows:

Section 1: Arlington Heights Police Department may transport any prisoners or individuals that have been arrested to the Mount Prospect jail during the construction period, which is generally May 2017 - May 2019.

Section 2: Arlington Heights Police Department may transport persons to the Mount Prospect facility pursuant to the following terms and conditions:

- A. Arlington Heights agrees to be responsible for meals for its prisoners, transportation of its prisoners to and from court and for medical purposes or to reimburse Mount Prospect for these costs in an emergency.
- B. Arlington Heights agrees to be responsible for damages caused by prisoners to the Mount Prospect property and for medical or hospital costs mandated by statute to be paid on behalf of any Arlington Heights prisoner.
- C. Arlington Heights agrees to defend, indemnify, and hold Mount Prospect harmless for all actions, claims, causes of action, suits, damages, and demand of defenses which may be brought against Mount Prospect or any officer or agent of Mount Prospect as a result of Arlington Heights' use of the Mount Prospect jail facility, not caused by any negligent act or omission of Mount Prospect, its agents, employees, officers, commissioners, consultants, contractors and subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- D. Arlington Heights shall provide all services, including but not limited to the processing, jailing, prisoner checks, bonding out, and releasing of all prisoners transported to the jail facility by Arlington Heights.

- E. Arlington Heights officers shall follow the Mount Prospect Police Department policies regarding detention of prisoners. A copy of these policies shall be provided to Arlington Heights upon passage and approval of this Agreement by both Villages.
- F. Arlington Heights agrees to write into their action plans contingency efforts in regards to capacity issues if the Mount Prospect jail facility becomes full or emergency circumstances dictate not accepting Arlington Heights prisoners.

Section 3: Amendments to the terms and conditions of this Agreement may be made only upon written mutual agreement of the Police Chief of Mount Prospect and the Police Chief of Arlington Heights.

Section 4: This Agreement shall become effective upon passage and approval of both Village Boards. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois. It will remain in full force and effect until either party gives written notice to the other of its cancellation.

VILLAGE OF ARLINGTON HEIGHTS

VILLAGE OF MOUNT PROSPECT

Village President

Mayor

ATTEST:

ATTEST:

Village Clerk

Village Clerk