

# **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND THE VILLAGE OF ARLINGTON HEIGHTS REGARDING THE USE OF THE ROLLING MEADOWS JAIL FACILITY**

WHEREAS, the Village of Arlington Heights ("Arlington Heights") and the City of Rolling Meadows ("Rolling Meadows") 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 Village of Arlington Heights and the City of Rolling Meadows agree that it would be in the best interests of the citizens to allow Arlington Heights to use the jail facilities at Rolling Meadows while Arlington Heights' new police building is being constructed,

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

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

Section 2: Arlington Heights Police Department may transport persons to the Rolling Meadows 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 Rolling Meadows for these costs in an emergency.
- B. Arlington Heights agrees to be responsible for damages caused by prisoners to the Rolling Meadows 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 Rolling Meadows harmless for all actions, claims, causes of action, suits, damages, and demand of defenses of any nature whatsoever, which may be brought against Rolling Meadows or any officer or agent of Rolling Meadows as a result of Arlington Heights' use of the Rolling Meadows jail facility, not caused by any negligent act or omission of Rolling Meadows, 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. Insurance Requirements. Arlington Heights shall maintain the following insurance coverage for the term of this Agreement.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be no less than \$2,000,000. Rolling Meadows, its officials, employees, agents and

volunteers are to be covered as additional insureds as respects: liability arising out of the performance under this Agreement.

Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

- E.. 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.
- F. Arlington Heights officers shall follow the Rolling Meadows 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.
- G. Arlington Heights agrees to write into their action plans contingency efforts in regards to capacity issues if the Rolling Meadows 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 Rolling Meadows 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

CITY OF ROLLING MEADOWS

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Village President

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Mayor

ATTEST:

ATTEST:

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Village Clerk

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Village Clerk