

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
WHEELING AND THE VILLAGE OF ARLINGTON HEIGHTS REGARDING  
THE USE OF THE WHEELING JAIL FACILITY**

THIS AGREEMENT (the "Agreement") entered into on this 5<sup>th</sup> day of June 2017, by and between the VILLAGE OF WHEELING (hereinafter referred to as "Wheeling"), an Illinois home rule municipal corporation located within the Counties of Lake and Cook, and the VILLAGE OF ARLINGTON HEIGHTS (hereinafter referred to as Arlington Heights"), an Illinois home rule municipal corporation located within the County of Cook.

WHEREAS, the Villages of Arlington Heights and Wheeling are home rule municipalities and, pursuant to Section 6 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, Section 11-1-2.1 of the Illinois Municipal Code, 65 ILCS 5/11-1-2.1, provides authority for agreements between municipalities for police assistance; 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 Wheeling while Arlington Heights' new police building is being constructed (the "Construction Period"),

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

Section 1 TERM: Arlington Heights Police Department may transport any prisoners or individuals that have been arrested to the Wheeling jail during the Construction Period, which is generally expected to be May 2017 – May 2019 which shall be the Term of this Agreement, subject to the termination rights set forth in Section 3A below.

Section 2 RIGHTS AND RESPONSIBILITIES:

Arlington Heights Police Department may transport persons to the Wheeling 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 Wheeling for these costs in an emergency.
- B. Arlington Heights agrees to be responsible for damages caused by prisoners to the Wheeling 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 Wheeling harmless for all actions, claims, causes of action, suits, damages, and demand of defenses which may be brought against Wheeling or any officer or agent of Wheeling as a result of Arlington Heights' use of the Wheeling jail facility, not caused by any negligent act or omission of Wheeling, 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 Wheeling 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 Wheeling jail facility becomes full or emergency circumstances dictate not accepting Arlington Heights prisoners.
- G. Arlington Heights shall carry and maintain comprehensive general public liability insurance, which shall include coverage for personal liability, contractual liability, automobile coverage, bodily injury, death and property damage, in a minimum amount of \$5,000,000 combined single limit, which insurance shall include Wheeling as a named additional insured. Arlington Heights shall present evidence of the required insurance coverage to Wheeling prior to the commencement of the term of this Agreement. The comprehensive liability insurance carried by Arlington Heights in accordance with this paragraph shall be the primary insurance as to any insurance carried by parties designated as additional insureds.

Section 3: GENERAL TERMS AND CONDITIONS:

- A. Unless otherwise terminated by either party, this Agreement shall remain in full force and effect for the period from May 1, 2017 through May 31, 2019. This Agreement may be terminated by WHEELING upon 30 days' written notice to Arlington Heights .
- B. In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved signatory shall notify the signatory alleged to be in breach of the nature of the breach. The signatory alleged to be in breach shall have 30 days to cure the default; if the nature of the default is such that a cure cannot reasonably be effected within 30 days, the party shall not be held

in default so long as it commences a cure in the 30 day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party may terminate this Agreement without prejudice and shall have all legal and equitable remedies arising from the breach.

C. If any provision of this Agreement is held to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect in the absence of the invalid provision, provided that the invalidation of such provision does not materially impact the purpose for which this Agreement was entered.

D. Any other agreements, understandings, representations, and/or promises between the parties hereto concerning the subject matter hereof, whether written, oral, or otherwise, are hereby canceled and superseded by this Agreement upon its approval and acceptance by the parties. This Agreement encompasses the full and complete understanding of the parties with respect to the subject matter contained herein.

E. Notice or other writings which any party desires or is required to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered by facsimile transmission or certified mail return receipt requested, postage prepaid, and addressed as follows:

F.

(1) If to WHEELING or its corporate authorities:

Village President  
Village of WHEELING  
2 Community Boulevard  
WHEELING, Illinois 60090

With a copy to:

Village Manager  
Village of WHEELING.  
2 Community Boulevard  
WHEELING, IL 60090

(2) If to ARLINGTON HEIGHTS or its corporate authorities:

Mayor  
Village of Arlington Heights  
33 S. Arlington Heights Road  
Arlington Heights, IL 60005

With a copy to:

Village Manager  
Village of Arlington Heights  
33 S. Arlington Heights Road  
Arlington Heights, IL 60005

or to such other persons or addresses as any party may from time to time designate in a written notice to the other party. Such notice shall be effective on the date of personal service or the date mail receipt as evidenced by a written receipt.

Section 4 AMENDMENTS:

Amendments to the terms and conditions of this Agreement may be made only upon written mutual agreement of the Police Chief of Wheeling and the Police Chief of Arlington Heights.

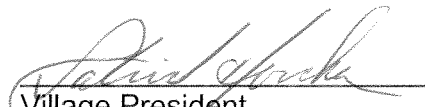
Section 5 EFFECTIVE DATE:

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 WHEELING

\_\_\_\_\_  
Village President

  
\_\_\_\_\_  
Village President

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Village Clerk

