
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2017-031**

**A RESOLUTION AUTHORIZING EXECUTION OF
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
BLUE ISLAND, COOK COUNTY AND THE COOK COUNTY
SHERIFF FOR PARTICIPATION IN THE COOK COUNTY
SHERIFF'S PRESCRIPTION TAKE BACK PROGRAM.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**DEXTER JOHNSON
LETICIA VIEYRA
NANCY RITA
TOM HAWLEY
BILL FAHRENWALD
CANDACE CARR
KENNETH PITTMAN**

**GEORGE POULOS
FRED BILOTTO
KEVIN DONAHUE
ALECIA SLATTERY
JAN OSTLING
JAIRO FRAUSTO
NANCY THOMPSON**

Aldermen

RESOLUTION NO. 2017-031

A RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLUE ISLAND, COOK COUNTY AND THE COOK COUNTY SHERIFF FOR PARTICIPATION IN THE COOK COUNTY SHERIFF'S PRESCRIPTION TAKE BACK PROGRAM

WHEREAS, the Cook County Sheriff ("CCSO") operates a Prescription Take Back Program ("Program") consistent with applicable rules and regulations of state and federal law governing prescription drug take back programs in order to promote a safe and healthy community;

WHEREAS, the Blue Island Police Department desires to participate in the CCSO's Program by placing a collection box on its property allowing CCSO to collect surrendered prescription drugs for recycling in accordance with the Program.

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

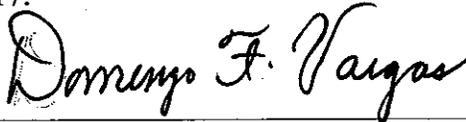
SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 8th day of August, 2017, pursuant to a roll call as follows:

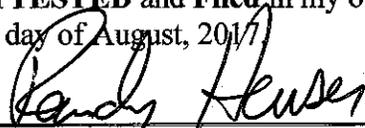
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON			X		
Alderman POULOS	X				
Alderman VIEYRA			X		
Alderman BILOTTO	X				
Alderman RITA			X		
Alderman DONAHUE	X				
Alderman HAWLEY	X				
Alderman SLATTERY	X				
Alderman FAHRENWALD	X				
Alderman OSTLING	X				
Alderman CARR	X				
Alderman FRAUSTO	X				
Alderman PITTMAN	X				
Alderman THOMPSON	X				
Mayor DOMINGO F. VARGAS					
TOTAL	11		3		

APPROVED: this 8th day of August, 2017.



DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
8th day of August, 2017



CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COOK COUNTY SHERIFF AND
BLUE ISLAND POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU") is made between the Cook County Sheriff's Office, ("CCSO") and the City of Blue Island Police Department ("Police Department") pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to facilitate participation in the CCSO's Prescription Drug Take Back Program.

I. INTRODUCTION

WHEREAS, the CCSO operates a Prescription Drug Take Back Program ("Program") consistent with applicable rules and regulations of state and federal law governing prescription drug take back programs in order to promote a safe and health community; and

WHEREAS, the Police Department desires to participate in the CCSO's Program by placing a collection box on its property allowing CCSO to collect surrendered prescription drugs for recycling in accordance with the Program; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this MOU, the Parties agree as follows:

II. DUTIES AND OBLIGATIONS OF THE PARTIES

1. To fulfill the terms of this MOU, the Police Department agrees to:
 - a) Install a secure prescription drug collection receptacle ("collection receptacle") which is acceptable to the U.S. Drug Enforcement Agency ("DEA") in a location within its facility which is acceptable DEA, and which is accessible for community residents dispose of expired and unused non-liquid pharmaceutical drugs.
 - b) Permit CCSO access to the collection receptacle whenever necessary to retrieve the contents of the collection receptacle and to ensure compliance with applicable rules and regulations of state and federal law governing prescription drug take back programs.
 - c) Abide by all terms set forth under the Procedure for Collection and Destruction of Prescription Drugs (attached as Exhibit A) in order to ensure proper control and custody as well as collection and disposal of expired and unused prescription drugs collected under this MOU.
 - d) Complete any and all paperwork required by CCSO to ensure proper transfer of custody of any and all pharmaceutical drugs in a manner consistent with applicable

rules and regulations of state and federal law governing prescription drug take back programs.

2. To fulfill the terms of this MOU, CCSO agrees to:
 - a) Collect and dispose of any and all expired and unused non-liquid pharmaceutical drugs in a manner consistent with applicable rules and regulations of state and federal law governing prescription drug take back programs.
 - b) Prepare and complete all such recordkeeping as consistent with applicable rules and regulations of state and federal law governing prescription drug take back programs and the CCSO.
3. With regard to all matters not specified in this MOU, all applicable rules and regulations governing the actions of the Cook County Sheriff's Office and the Police Department as well as state and federal law governing prescription drug take back programs shall govern the parties.
4. Police Department understands and agrees that this MOU and all obligations and agreements are effective upon the passage of the IGA between CCSO and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") for partial funding of the Program.

III. INDEMNIFICATION

The Police Department shall defend, indemnify, and hold harmless Cook County, CCSO and its officials, officers, employees and agents ("CCSO Indemnitees") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the CCSO Indemnitees and arise out of or are in any way related to the distribution, installation, or use of the pharmaceutical collection receptacles, or administration of the pharmaceutical collection program.

This program is made possible, in part, through funding by the MWRD. The Police Department shall defend, indemnify, and hold harmless the MWRD, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to the distribution, installation, or use of the

pharmaceutical collection receptacles, or administration of the pharmaceutical collection program.

IV. TERM AND TERMINATION

1. The contract period for this agreement shall run for eighteen months beginning from the date of this executed agreement or May 1, 2016, whichever occurs first. In the event of termination of this Agreement, either party may agree to discontinue participation with (30) thirty days written notice to the other party.

V. MISCELLANEOUS

1. **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
2. **Applicable Law and Severability.** This MOU shall be governed in all respects by the laws of the State of Illinois. The invalidity or unenforceability of any one or more phrases, sentences, clauses, or sections contained in this MOU shall not affect the remaining portions of this MOU or any part thereof.
3. **No Personal Liability.** No member, official, director, employee or agent of CCSO or the Police Department shall be individually or personally liable in connection with this MOU.
4. **Assignment.** This Agreement, or any portion thereof, shall not be assignable in whole or in part by either party.
5. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
6. **Notices.** All written notices, requests and communications may be made by mail or electronic mail to the email addresses set forth below.

To CCSO:

Cook County Sheriff's Office
General Counsel
50 West Washington Street, Room 704
Chicago, IL 60602

With a copy to:

Cook County Sheriff's Office

Support Services
50 West Washington Street, Room 704
Chicago, IL 60602

To Police Department:

John Rita, Director of Public Safety
Blue Island Police Department
13031 Greenwood Avenue
Blue Island, IL 60406

7. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) documents shall be deemed original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed by their authorized representatives.

BLUE ISLAND POLICE DEPARTMENT

Chief of Police Department

Date: _____

COOK COUNTY SHERIFF'S OFFICE

Nicholas Scouffas
General Counsel

Date: _____

Acknowledged by:

Patricia Horne
Director
CCSO Support Services

Date: _____