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

**RESOLUTION
NUMBER 2021- 49**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE
A MEMORANDUM OF UNDERSTANDING WITH THE COOK
COUNTY SHERIFF'S OFFICE**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2021-

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A MEMORANDUM
OF UNDERSTANDING WITH THE COOK COUNTY SHERIFF'S OFFICE**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, The City desires to enter into a Memorandum of Understanding (“*MOU*”) with the Cook County Sheriff’s Office in order utilize the services of the Sheriff’s Treatment Response Team, a copy of which is attached hereto and made a part hereof, as Exhibit A (the “*Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City have determined that it is necessary, proper, and in the best interest of the City to enter into this MOU with the Cook County Sheriff’s Office.; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Agreement, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen with such necessary non-material changes as may be authorized by the Mayor to execute the

Agreement, the execution of which constitutes the approval by the City of any and all changes or revisions therein contained.

Section 3. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 12th day of October, 2021, pursuant to roll call as follows:

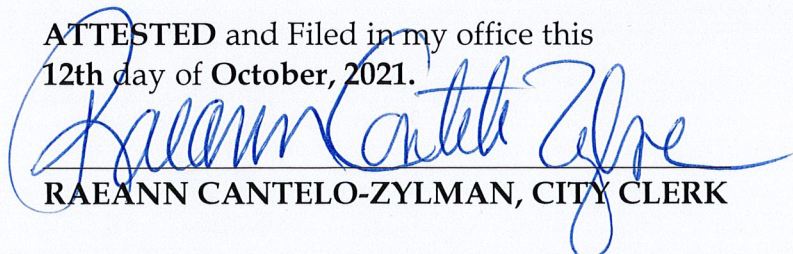
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman MONTOYA	X				
Alderman RITA	X				
Alderman FAHRENWALD	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	7				

APPROVED by the Mayor on October 12, 2021.



FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
12th day of October, 2021.



RAEANN CANTELO-ZYLMAN, CITY CLERK

Exhibit A

Agreement

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

This Memorandum of Understanding (MOU) is entered into by and between the Cook County Sheriff's Office ("CCSO") and Blue Island Police Department ("Municipality") (collectively, the Parties). This document affirms the agreement of the signatory parties to fulfill the terms of this MOU. These terms include the achievement of all deliverables and adherence to requirements as noted.

I. RECITALS

WHEREAS, pursuant to 55 ILCS 5/3-6021, the Sheriff shall be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county; and

WHEREAS, the CCSO Municipality developed and implemented the Sheriff's Treatment Response Team ("TRT") in order to reduce the impact of substance abuse and mental illness on Cook County and its residents; and

WHEREAS, the TRT combines law enforcement resources with assistance from Licensed Clinical Social Workers to connect individuals suffering from a mental duress, mental health issues, and/or substance use disorder with harm-reduction and substance abuse treatment services; and

WHEREAS, Municipality provides law enforcement services within its jurisdiction and desires to partner with CCSO in order to connect citizens in real-time to mental health and substance abuse services during community calls for law enforcement service; and

WHEREAS, both the CCSO and Municipality desire to memorialize the terms of their collaboration.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth:

III. ROLES AND RESPONSIBILITIES

CCSO and Municipality shall collaborate in order to connect individuals with TRT services during calls for service and/or in the course of Municipality's lawful duties. This MOU serves to memorialize the process by which Municipality may engage the TRT for supportive services. In order to facilitate this process, the Parties agree to the following terms and conditions:

- A. In the event that Municipality, by lawful means, identifies a need for TRT services on-scene during a call for law enforcement service or otherwise, Municipality shall contact the TRT by contacting the TRT 24/7 TRT Duty Phone (Hotline) at 309-4ME-HELP or 309-463-4357.
- B. TRT personnel shall provide services in accordance with policy and training. Subject are not obligated to speak with TRT staff, and Municipality understands that the service shall be made

available voluntarily. Upon request, Municipality law enforcement officers shall step away to provide space to the subject and TRT staff in order to ensure confidentiality.

- C. CCSO shall assess the needs of TRT program participants and provide them with appropriate treatment services, including, but not limited to, immediate crisis intervention, peer support and referrals for services including outpatient treatment services, residential treatment services, day treatment services, aftercare services and/or any other relevant treatment services based on needs.
- D. Municipality will provide the TRT with data pertaining to referrals to the CCSO including, but not limited to, number of referrals, copies of police reports and related documentation, body worn camera video, and any additional records necessary.
- E. The CCSO and Municipality shall participate in joint meetings on an as-needed basis. Such meetings shall be attended by those identified by the CCSO and Municipality individually.
- F. When applicable, the CCSO and Municipality shall comply with all state and federal guidelines regarding public health emergencies, including the ongoing COVID-19 pandemic, natural emergencies, or other events beyond the control of the parties, such as an act of God. Both Parties shall understand that procedures may need to be adapted in light of any related developments.

IV. TERM

The term of this MOU shall commence upon full execution of this MOU, and continue in full force and effect for one (1) year (the "Initial Term"). This MOU shall automatically renew for additional one (1) year terms (each the "Renewal Term") up and until such time as this MOU is terminated by the Parties. Either party may terminate this MOU upon sixty (60) days written notice to the other Party.

V. CONFIDENTIALITY

The Parties acknowledge that the TRT's role and purpose in each call for service shall be separate from Municipality's. TRT is not responding in a law enforcement capacity, and even if CCSO sworn personnel are on-site to assist it does not impact TRT's specific role and purpose. Accordingly, TRT shall maintain the confidentiality of information shared by subjects and shall not be expected to relay or transmit such information to Municipality in accordance with state and local law. *See, e.g., 740 ILCS 110 et seq.*

Any data, information, reports, deliverables, documents, and personnel information ("Data") provided by CCSO to Municipality under this MOU, and vice versa if any, are confidential and shall remain the property of the originating agency. All Data shall be maintained in a confidential manner and will not be disseminated or disclosed except by express consent of the CCSO. Municipality shall ensure the confidentiality of same, and shall notify the CCSO immediately if there Municipality been a breach, or if the information is sought by legal process. Notwithstanding, the Parties acknowledge that both entities are subject to the Freedom of Information Act.

VI. LIABILITY

Neither Party to this MOU shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MOU shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party to the other or to a third Party. Each party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOW. Each party to this MOU shall be liable (if at all) only for the torts of its own officers,

agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the CCSO and the Municipality.

VII. NOTIFICATION

All notices required under this MOU shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by overnight carrier, or registered or certified mail, return receipt requested.

CCSO

Cook County Sheriff's Office
50 West Washington
Suite 704
Chicago, Illinois 60602
Attn: General Counsel

Municipality

City of Blue Island
13051 Greenwood Avenue
Blue Island, Illinois 60406
Attn: City Administrator and Police Chief

VIII. GENERAL CONDITIONS

- A. **Compliance with Laws.** The Parties shall at all times observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this MOU.
- B. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- C. **Governing Law and Venue.** This MOU shall be governed by and construed in accordance with the laws of the State of Illinois and the ordinances of Cook County, without regard to the principles of conflicts of law thereof.
- D. **Entire Agreement; Modification.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This MOU may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this MOU may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.
- E. **Severability.** If any term of this MOU or any application thereof is held invalid or unenforceable, the remainder of this MOU shall be construed as if such invalid part were never included herein, and this MOU shall be and remain valid and enforceable to the fullest extent permitted by law.
- F. **Non-Exclusivity.** This MOU is not exclusive, and either party is free to enter into similar agreements with any third-party, unless otherwise stated in this MOU.

IT IS SO AGREED:

For CCSO:

General Counsel
Cook County Sheriff's Office

Date

For Blue Island Police Department:

Print Name: _____
Title: _____

Date