

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COOK COUNTY
SHERIFF’S OFFICE, ON BEHALF OF COOK COUNTY, AND THE METROPOLITAN
WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE
EXPANSION OF THE PRESCRIPTION DRUG TAKE-BACK PROGRAM OF THE
COOK COUNTY SHERIFF’S OFFICE**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) is entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago (hereinafter the “District”), a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois, and the Cook County Sheriff’s Office (hereinafter the “Sheriff’s Office”), on behalf of the County of Cook, Illinois, a body corporate and politic. The District and the Sheriff’s Office may hereinafter collectively be referred to as the “Parties.”

WITNESSETH:

WHEREAS, many residents flush unused, expired or otherwise unneeded medication down toilets or sinks, which may contribute to contamination of the Chicago Area Waterway System (“CAWS”) because wastewater treatment processes are not designed to completely remove pharmaceutical compounds;

WHEREAS, the District has the power and authority to prevent the pollution of any waters from which a water supply may be obtained by any city, town or village within the district (70 ILCS 2605/7aa);

WHEREAS, the District has the power to provide for the treatment of sewage to create an effluent which shall not be offensive or injurious to the health of any of the people of the State of Illinois (70 ILCS 2605/7);

WHEREAS, the Sheriff's Office has the power and duty to 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 (55 ILCS 5/3-6021);

WHEREAS, in accordance with Illinois and federal law, the Sheriff's Office administers the Prescription Drug Take-Back Program of the Cook County Sheriff's Office ("Program") in which pharmaceutical drugs are collected and disposed of through environmentally sound methods (415 ILCS 5/22.58);

WHEREAS, the Sheriff's Office seeks to expand the Program to include as many additional collection sites as practicable, and the District has agreed to contribute funding so as to maximize the volume of pharmaceutical drugs prevented from entering the CAWS;

WHEREAS, the Illinois Environmental Protection Act provides that to the extent allowed by federal law, a law enforcement agency, such as the Sheriff's Office, may collect pharmaceutical drugs, including but not limited to controlled substances, from residential sources, store them, and transport them to a site or facility permitted by the Illinois Environmental Protection Agency (415 ILCS 5/17.9A);

WHEREAS, the Sheriff's Office and the District can more effectively, economically, and comprehensively reduce the risk of contamination of Illinois waterways by pharmaceutical drugs by cooperating and using their joint efforts and resources to expand the network of local law enforcement agencies participating in the Program;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation;

WHEREAS, on _____, ___, 201__, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement with the Sheriff's Office; and

NOW THEREFORE, in consideration of the matters set forth herein, the mutual covenants and agreements contained in this agreement, and for other good and valuable consideration, the Sheriff's Office and the District hereby agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2. SERVICES TO BE PROVIDED BY THE SHERIFF'S OFFICE

a. Program Objectives

1. The Sheriff's Office shall seek to expand its network of local law enforcement agencies in the boundaries of the District participating in the Prescription Drug Take-Back Program of the Cook County Sheriff's Office. The overall objective of the Program expansion is to include as many additional sites as possible using available funds and resources, so as to maximize the volume of pharmaceutical drugs prevented from reaching Illinois waterways. For purposes of this Agreement, "pharmaceutical drugs" shall mean those controlled and non-controlled substances that may be collected and disposed of by law enforcement agencies pursuant to state and federal law.

b. Selection of Collection Sites

1. Any unit of local government in the District's boundaries that expresses an interest in joining the Program shall be considered, subject to the selection criteria and requirements for participation set out in this Agreement. For purposes of this Agreement, unit of local government shall mean the following entities: municipalities, townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects, but does not include school districts. The Sheriff's Office is responsible for ensuring that all

units of local government in the District's boundaries are reasonably informed of the opportunity to be considered for this Program.

2. Any unit of local government participating in the Program must have a law enforcement agency that is capable of meeting the requirements set out in the U.S. Drug Enforcement Administration regulations governing the disposal of controlled substances by law enforcement, as applicable (21 C.F.R. § 1317.01 *et seq.*). "Law enforcement agency" shall mean an agency of this State or unit of local government that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances. (See 415 ILCS 5/22.58). The Sheriff's Office is responsible for ensuring that the local law enforcement agency is capable of meeting all applicable state and federal laws governing a local law enforcement agency's participation in this Program (See 21 C.F.R. §1300.05).

3. The Sheriff's Office shall complete a survey of local law enforcement agencies within the District's boundaries to gauge the interest and capability of those jurisdictions to participate in the Program. Based on the survey results, the Sheriff's Office shall propose to the District a list of specific sites to be included in the Program. Due to the varying interests and capabilities of different units of local government, the list of sites added to the program may fall under one or more of the following categories, and the Sheriff's Office shall designate the sites accordingly:

A. Local law enforcement agencies that have a permanent collection receptacle.

For these sites, the Sheriff's Office agrees to provide only collection and destruction services.

- B. Local law enforcement agencies that do not have a permanent collection receptacle, but agree to purchase their own collection receptacle. For these sites, the Sheriff's Office agrees to provide only collection and destruction services.
 - C. Local law enforcement agencies that do not have a permanent collection receptacle and are unable to purchase their own receptacle. For these sites, the Sheriff's Office agrees to purchase a receptacle and to provide collection and destruction services.
 - D. Local law enforcement agencies that do not want to participate in collection or destruction, but agree to share data from their own collection activities. For these sites, the Sheriff's Office will receive and compile the data provided by the local law enforcement agencies.
4. In the event that the number of local law enforcement agencies interested in participating in the Program exceeds the funding and resources available, the selection of sites shall be based on the following criteria, in order of descending priority:
- A. Sites located in a geographical region that has a demonstrated lack of disposal sites for residents to safely dispose of unused pharmaceutical drugs.
 - B. Sites where the local law enforcement agency is able to purchase its own collection receptacle.
 - C. Local law enforcement agencies that do not want to participate in collection, but agree to share data from their own collection activities with the Sheriff's Office.
 - D. All other sites where the local law enforcement agency expresses interest in participating in the Program.

5. The selection of sites shall be subject to the District's written approval based on the criteria set forth in this Agreement.

c. Requirements for Participation

1. Before providing any disposal or collection services to a local law enforcement agency under this Agreement, the Sheriff's Office shall enter into an agreement with the pertinent unit of local government setting out the services to be provided under the Program. Such agreement shall include the following provision:

A. "This program is made possible, in part, through funding by the Metropolitan Water Reclamation District of Greater Chicago. The [unit of local government] shall defend, indemnify, and hold harmless the Metropolitan Water Reclamation District of Greater Chicago, 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."

d. Program Implementation

1. The sites selected by the Sheriff's Office and approved by the District shall be included in the Program network. The Sheriff's Office shall provide the collection and disposal services to all sites in the Program network in accordance with the Cook County

Sheriff's Office Procedure for Collection and Destruction of Prescription Drugs, which is attached hereto as Exhibit A and hereby incorporated into this Agreement. The Sheriff's Office shall abide by all applicable state and federal laws in its collection and disposal activities.

2. The Sheriff's Office shall be solely responsible for purchasing and installing the collection receptacles that are proposed for any particular site. The Sheriff's Office is responsible for ensuring the collection receptacle meets all applicable laws governing its installation and use.

3. Each receptacle funded pursuant to this Agreement must display a label that notes the District's support of the Program. The label must be approved by the District. The label must include the following language:

A. "The Prescription Drug Take-Back Program of the Cook County Sheriff's Office and this Collection Receptacle were made possible, in part, by funding provided by the Metropolitan Water Reclamation District of Greater Chicago."

e. Reporting Requirements

1. The Sheriff's Office shall submit quarterly program activity reports to the Executive Director of the District, or his designee, and to the Chief of Operations of the Cook County Sheriff's Office, or her designee (CCSO Chief of Operations). Certificates of Destruction of Excepted Pharmaceutical Drugs and Drug Evidence for drug collection/destruction will be provided to the District's Executive Director, and the CCSO Chief of Operations, as drug collection and destruction is completed, but in no case less than on a quarterly basis.

f. Program Evaluation

1. The Sheriff's Office shall evaluate the Program as a whole on an annual basis to assess the effectiveness of the Program in preventing pharmaceutical drugs from entering Illinois waterways. The report shall include, at minimum: the weight collected and destroyed by pharmaceutical type and by geographical region; the weight of pharmaceutical drugs collected at each collection site; any proposals to add sites to, or remove sites from, the Program network; any other recommendations to improve the Program.

ARTICLE 3. SERVICES TO BE PROVIDED BY THE DISTRICT

a. Funding

1. The District agrees to provide funding to support the Sheriff's Office expansion of the Program. The amounts provided by the District shall be as follows:

A. Up to **\$66,930.00** annually for the reimbursement of funds equivalent to one full-time salary of a Sheriff's Office deputy assigned to carry out this Program ("Salary Reimbursement");

B. Up to **\$33,070.00** annually for reimbursement of the purchase and installation of collection receptacles ("Receptacle Reimbursement"); however, the reimbursement per collection receptacle shall not exceed \$650.00.

2. The Sheriff's Office shall submit an invoice by the first day of each month for the Receptacle Reimbursement amount. Such invoices shall indicate the new collection receptacles that were purchased and installed during the previous month.

3. The Sheriff's Office shall also submit monthly invoices showing the prorated Salary Reimbursement amount.

3. Within 30 days of receiving a complete invoice, the District shall reimburse the Sheriff's Office in the amount of the invoice.

4. The District's reimbursement limit is based on the funding amount that the District's Board of Commissioners has approved and allocated for purposes of this Agreement for the current fiscal year. Any additional funding above the amounts set forth herein, or beyond the current fiscal year, are subject to the District's Board of Commissioner's approval.

ARTICLE 4. PERMITS AND FEES

In the event any federal, state or local permits are required, the Sheriff's Office shall obtain all such permits required by law in connection with the Program, including any maintenance work, and shall assume any costs in procuring said permits. Additionally, the Sheriff's Office shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Program, including any maintenance work, and shall assume any costs incurred in procuring all such consents and approvals.

ARTICLE 5. INSPECTIONS

The District shall have the right (including any necessary right of access) in conjunction with the Sheriff's Office to conduct a joint inspection of the installed collection receptacles, or any collection or disposal activities, upon reasonable notice to the Sheriff's Office and the local unit of government.

ARTICLE 6. TERM AND TERMINATION

a. **Term.** This Agreement becomes effective on the date that the last signature is affixed hereto and shall remain in full force and effect for one year from the effective date. This Agreement may be renewed by mutual agreement of the Parties. Either party shall give the other written notice

sixty (60) days prior to the expiration of this Agreement of that party's intent to either extend or terminate this Agreement.

b. Termination.

1. The District, at its sole discretion, may terminate this Agreement any time after six (6) months from the date of execution if the Sheriff's Office has not expanded the network of local law enforcement agencies participating in the program to at least 40 collection sites.

2. The Parties may terminate this Agreement by mutual consent and agreement in writing.

3. Either Party may terminate this Agreement, by written notice to the other Party, for any material breach of this Agreement by the other Party. The breaching Party shall have 30 days from the date it receives written notice to cure such breach.

4. The District may terminate this Agreement at any time if the Sheriff's Office fails to comply with applicable state or federal laws or regulations, or if the District determines that implementation of the Program poses any threat to public health or safety. The District shall provide at least 30 days' notice of such termination.

5. As set forth in Article 3, the District's reimbursement is limited to the funding amount approved and allocated by the District's Board of Commissioners for this Program. The District may terminate the Agreement if the District's Board of Commissioners does not appropriate additional funds beyond the current fiscal year or above the amounts set forth herein.

c. Effect of Termination. In the event of termination of this Agreement, the Sheriff's Office may continue to provide collection and disposal services to any collection sites added under

this Agreement, at its sole cost and expense. If the Sheriff's Office chooses to discontinue collection or disposal services at any site after termination of this Agreement, the Sheriff's Office shall be solely responsible for any activities required to wind down the Program, such as removing or otherwise disabling collection receptacles, or informing any units of local government that collection and disposal activities will no longer be performed.

ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

ARTICLE 9. INDEMNIFICATION

a. The Sheriff's Office shall defend, indemnify, and hold harmless the District, 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: (1) the collection or disposal of pharmaceutical drugs under the Program; (2) the installation or use of collection receptacles installed under the Program; (3) the exercise of any right, privilege,

or authority granted to the Sheriff's Office under this Agreement; (4) the performance or nonperformance of the Agreement by the Sheriff's Office; or, (5) the Sheriff's Office's representations and warranties.

b. The District covenants and agrees to indemnify and hold harmless the Sheriff's Office and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Agreement by the District, the acts or omissions of the officers, agents, or employees of the District, or the District's representations and warranties.

ARTICLE 10. REPRESENTATIONS OF THE SHERIFF'S OFFICE

a. The Sheriff's Office covenants, represents, and warrants as follows:

1. The Sheriff's Office has full authority to execute, deliver, and perform or cause to be performed this Agreement;

2. The individuals signing this Agreement and all other documents executed on behalf of the Sheriff's Office are duly authorized to sign same on behalf of and to bind the Sheriff's Office;

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Sheriff's Office or any instrument to which the Sheriff's Office is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

a. The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;

2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. DISCLAIMERS

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Sheriff's Office. In addition, nothing in this Agreement shall be construed to establish an employment relationship between the District and any employees of the Sheriff's Office.

ARTICLE 13. WAIVERS

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

ARTICLE 15. DEEMED INCLUSION

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

ARTICLE 17. AMENDMENTS

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the Sheriff's Office shall be cumulative, and election by the District or the Sheriff's Office of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 20. NOTICES

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail,

postage prepaid, return receipt requested. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid. The name of this Agreement i.e.,

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must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 21, unless otherwise specified and agreed to by the parties.

ARTICLE 21. REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District:

Eileen McElligot
Administrative Services Manager
Metropolitan Water Reclamation District
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905

For the Sheriff's Office:

Patricia Horne
Director, Support Services
Cook County Sheriff's Office
2323 South Rockwell
Chicago, Illinois 60608
Phone: (773) 843-7302

With a copy to:

General Counsel
Cook County Sheriff's Office
Daley Center

50 W. Washington, Room 704
Chicago, IL 60602

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Cook County Sheriff's Office, the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing IGA:

Toni Preckwinkle, President of the Cook County Board of Commissioners **Dated:**_____

ATTEST:

David Orr, Cook County Clerk **Dated:**_____

ACKNOWLEDGED BY:

COOK COUNTY SHERIFF:

Thomas J. Dart, Cook County Sheriff **Dated:**_____

APPROVED AS TO FORM:
STATE'S ATTORNEY OF COOK COUNTY

Dated:_____

METROPOLITAN WATER RECLAMATION DISTRICT: The undersigned, on behalf of the Metropolitan Water Reclamation District, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing IGA:

Chairman of the Committee on Finance Date

Executive Director Date

