

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE COUNTY OF COOK,
ON BEHALF OF THE COOK COUNTY SHERIFF, AND
THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

This Intergovernmental Agreement (hereinafter "IGA") 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 County of Cook (hereinafter "County"), a body politic and corporate of the State of Illinois, on behalf of the Cook County Sheriff (hereinafter "CCSO"). The District and the CCSO may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

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; and

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); and

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); and

WHEREAS, the CCSO has the power and duty to be conservator of the peace in Cook County, and shall prevent crime and maintain the safety and order of the citizens of that county (55 ILCS 5/3-6021); and

WHEREAS, as authorized under the Cook County Safe Disposal of Pharmaceuticals Ordinance (Cook County Code, Chapter 46, Article II, Division 4, Sections 46-101 through 46-119 (hereinafter "CCSDP Ordinance")) the CCSO is responsible for, *inter alia*, developing a Collection Plan for unused Covered Drugs and determining the method of collection of Unwanted Covered Drugs as defined under the Ordinance; and

WHEREAS, in accordance with the CCSDP Ordinance, the CCSO 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 and in accordance with state and federal law (*see also* 415 ILCS 5/22.58); and

WHEREAS, the Illinois Safe Pharmaceutical Disposal Act, 210 ILCS 150/*et seq.*, permits any county or municipality to authorize the use of its city hall, police department, or any other facility

under its control to display suitable containers for the collection of pharmaceuticals, provided that any controlled substances are collected in accordance with federal law; and

WHEREAS, the CCSO and the District previously entered into an agreement on June 29, 2016 to expand the Program to include as many additional collection sites as practicable; and

WHEREAS, the previous agreement expired on June 29, 2017 and the Parties wish to continue their partnership in expanding and maintaining the Program, and the District has agreed to contribute funding so as to maximize the volume of pharmaceutical drugs prevented from entering the CAWS; and

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); and

WHEREAS, the CCSO 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; and

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; and

WHEREAS, on December 7, 2017, the District's Board of Commissioners authorized the District to enter into this intergovernmental agreement; and

NOW THEREFORE, in consideration of the matters set forth herein, the mutual covenants and agreements contained in this IGA, 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. SCOPE OF THE AGREEMENT

The District and Sheriff's Office agree as follows:

- A. Program Objectives. The CCSO shall continue to engage with local law enforcement agencies to expand participation in the Prescription Drug Take-Back Program. Now that a significant number of sites have been secured and receptacles activated, the primary objective of the Program for the purpose of this IGA is to administer and maintain the Program across authorized sites by using available funds and resources,

so as to maximize the volume of pharmaceutical drugs prevented from reaching Illinois waterways. For purposes of this IGA, “pharmaceutical drugs” shall mean those drugs deemed covered under this Program pursuant to the CCSDP Ordinance.

B. Collection Sites.

a. Any unit of local government in the District’s boundaries that expresses an interest in joining the Program shall be considered, subject to the requirements of the CCSDP Ordinance and the selection criteria and requirements set forth in this IGA. For purposes of this IGA, 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 CCSO 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.

b. Any unit of local government participating in the Program must meet the standards established by and through the CCSDP Ordinance, as well as applicable state and federal laws that govern the collection and disposal of pharmaceuticals and controlled substances as set forth in U.S. DEA regulations (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).

c. 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 additional sites shall be based on the requirements of the CCSDP Ordinance and, to the extent possible, the following criteria, in order of descending priority:

1. Sites located in a geographical region that has a demonstrated lack of disposal sites for residents to safely dispose of unused pharmaceutical drugs.
2. Sites where the local law enforcement agency is able to purchase its own collection receptacle.
3. All other sites where the local law enforcement agency expresses interest in participating in the Program.

- d. The selection of sites shall be subject to the District's written approval based on the criteria set forth in this IGA.
 - e. Notwithstanding the provisions set forth in this Section, the CCSO may authorize sites for participation in the Program outside of the jurisdiction of the District. However, those sites shall be treated as outside the scope of this IGA and any costs associated with those sites shall not be subject to the reimbursement terms set forth in Article 3.
- C. Participant Agency Memorandum(s) of Understanding. Before providing any disposal or collection services to a local law enforcement agency under this IGA, the Sheriff's Office shall enter into a Memorandum of Understanding with the pertinent unit of local government setting out the services to be provided under the Program. A copy of the applicable Memorandum of Understanding to be utilized is attached as Exhibit B. The MOU must include a provision in substantially the following form:
- 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 [unit of local government's] administration, maintenance, or use of a pharmaceutical collection receptacle."
- D. Program Implementation.
- a. The sites selected by the CCSO and approved by the District shall be included in the Program network. The CCSO shall provide the collection and disposal services to all sites in the Program network in accordance with the CCSDP Ordinance and 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 IGA. The Sheriff's Office shall abide by all applicable state and federal laws in its collection and disposal activities.
 - b. 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.
 - c. 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: "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.

- a. The monthly invoices submitted by the Sheriff's Office as set forth in Article 3 shall serve as the program activity reports to keep the District and its Board of Commissioners informed as to the progress of the Program. The Sheriff's Office may provide any additional Program updates along with the monthly invoices.

F. Program Evaluation.

- a. The CCSO 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 Annual Report shall include, at minimum: the weight collected and destroyed 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; an accounting of the total amount of registration fees collected by the CCSO under the CCSDP Ordinance; and any other recommendations to improve the Program.

ARTICLE 3. FINANCIAL

- A. Compensation. The District agrees to provide funding to support the CCSO operation and maintenance of the Program. The amounts provided by the District shall be a maximum of \$100,000.00 per fiscal year (based on the District's fiscal year of January 1st through December 31st), according to the following categories:
 - a. Operational Cost Reimbursement. The District shall reimburse the CCSO for personnel and administrative costs associated with operating the Program (collectively "Operational Costs") for an amount not to exceed \$76,406.62 annually. This amount shall be billed on a monthly basis in accordance with the procedures set forth in Paragraph B.
 - b. Receptacle Reimbursement. The District shall reimburse the CCSO for the cost of new collection receptacles at a rate of \$650.00 per receptacle, for an amount not to exceed \$23,593.38 annually.
- B. Invoices. The CCSO shall submit an invoice to the District on a monthly basis for the prorated Operational Costs (\$6,367.21/month). The District will not reimburse for any overhead expenses, such as utilities, office supplies, secretarial and other office support services, etc. The invoice shall include the following information:
 - i. The collection and destruction certificates for all drugs collected and destroyed during that invoice period month.

- ii. The weight of prescription drugs collected and destroyed for that invoice period month.
 - iii. When applicable, the invoice shall also include any new receptacle deployment and the amount due per new receptacle. The list of "Receptacle Sites & Program Activity," attached as Exhibit C, shall be updated with any new sites and provided to the District with the invoice.
- C. Reimbursement Limitations. Within 30 days of receiving a complete invoice, the District shall reimburse the CCSO in the amount of the invoice. The District shall not provide reimbursements for invoices that are not submitted within 30 days after the last day of each month or that do not contain the information listed above. 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 IGA for each fiscal year. Any additional funding above the amounts set forth herein, or beyond the pertinent 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 CCSO 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 CCSO 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 CCSO to conduct a joint visual inspection of the installed collection receptacles, or any collection or disposal activities, upon reasonable notice to the CCSO and the local unit of government.

ARTICLE 6. TERM AND TERMINATION

- A. Term. This IGA becomes effective on January 1, 2018, and shall remain in full force and effect until December 31, 2018. This IGA 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 IGA of that party's intent to either extend or terminate this IGA.
- B. Termination
 - a. The Parties may terminate this IGA by mutual consent and agreement in writing.

- b. Either Party may terminate this IGA, by written notice to the other Party, for any material breach of this IGA by the other Party. The breaching Party shall have 30 days from the date it receives written notice to cure such breach.
 - c. 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 IGA 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 or expiration of this IGA, the Sheriff's Office may continue to provide collection and disposal services to any collection sites in the Program network, 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 IGA, 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. LIABILITY

- A. Waiver of Personal Liability. No official, employee, or agent of either party to this IGA 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 IGA, or because of a party's execution or attempted execution of this IGA, or because of any breach of this IGA.

ARTICLE 8. REPRESENTATIONS

- A. Representations of the Sheriff's Office. The Sheriff's Office covenants, represents, and warrants as follows:
- a. The Sheriff's Office has full authority to execute, deliver, and perform or cause to be performed this IGA;
 - b. The individuals signing this IGA 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;
 - c. The execution and delivery of this IGA, 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.

- B. Representations of the District. The District covenants, represents, and warrants as follows:
- a. The District has full authority to execute, deliver, and perform or cause to be performed this IGA;
 - b. The individuals signing this IGA 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
 - c. The execution and delivery of this IGA, 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 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 in connection with the performance or nonperformance of the Agreement, or the District's representations and warranties.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this IGA shall survive any termination of this IGA.

ARTICLE 10. GENERAL PROVISIONS

- A. **Amendment to IGA.** This IGA shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.
- B. **Good Faith.** All parties have a duty to perform their obligations under this IGA in good faith.
- C. **Severability.** If any provision of this IGA is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this IGA, and this IGA 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 IGA a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- D. **Interpretation.** Any headings of the IGA are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such person or entity in accordance with the terms and conditions of the IGA.
- E. **Assignment/Binding Effect.** Neither party may assign its rights or obligations hereunder without the written consent of the other party. The IGA shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.
- F. **Waiver of Breach.** Whenever a party to this IGA 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 IGA regardless of the number of times the performance, requirement, or condition may have been waived.
- G. **Merger Clause; Amendment.** This IGA, 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 IGA that are not expressly set forth herein. This IGA shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.
- H. **Deemed Inclusion.** Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this IGA are deemed inserted in this IGA

whether or not they appear in this IGA or, upon application by either party, this IGA will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this IGA is signed prevent its enforcement.

- I. **References to Documents.** All references in this IGA 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.
- J. **Compliance with All Laws.** The District and Sheriff's Office shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governments agencies, which may in any manner affect the performance of this IGA.
- K. **Disclaimer of Relationship.** This IGA is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this IGA 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 IGA shall be construed to establish an employment relationship between the District and any employees of the Sheriff's Office.
- L. **Governing Law.** The parties agree that this IGA 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 IGA is the appropriate Court of competent jurisdiction located in Cook County, Illinois.
- M. **Judicial and Administrative Remedies.** This IGA 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 IGA for such party is authorized to do so and that this IGA is a valid and binding obligation of such party. The parties agree that this IGA 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 IGA.

- N. **Notices.** Unless otherwise stated in this IGA, any and all notices given in connection with this IGA 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 IGA; (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 IGA must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this IGA, or that either party desires to give to the other, shall be addressed as set forth in Article 10, unless otherwise specified and agreed to by the parties.

ARTICLE 11. REPRESENTATIVES

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

For the District:

Eileen McElligot
Administrative Services Officer
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 PAGE FOLLOWS]

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 IGA 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 Intergovernmental Agreement:

Toni Preckwinkle

Dated: _____

Toni Preckwinkle
President, Cook County Board of Commissioners

ATTEST:

David Orr

Dated: _____

David Orr
Cook County Clerk

ACKNOWLEDGED:

Thomas Dart

Thomas Dart
Cook County Sheriff

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 07 2018

COM _____

Approved as to form:

Karl M. Lee
Assistant State's Attorney

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:

Frank Avila 1/4/2018
Chairman of the Committee on Finance Date

David So Para /SPM
Executive Director Date

ATTEST:

Jacqueline Torres 1.4.18
Clerk Date

APPROVED AS TO OPERATIONS:

Eileen M. McElligott ^{SAR}
Administrative Services Officer

APPROVED AS TO FORM AND LEGALITY:

Lisa Draper / JTM 12/28/17
Head Assistant Attorney BJD Date

Susan J. Morakalis / LAG 12/28/17
General Counsel Date

EXHIBIT A

**Cook County Sheriff's Office
Prescription Drug Take Back Program
Procedure for Collection and Destruction of Prescription Drugs**

This Procedure is for collection and destruction of prescription drugs by designated law enforcement officers of the Cook County Sheriff's Office (CCSO) as part of the CCSO Prescription Drug Take Back Program, as permitted under state and federal drug enforcement and environmental law (Contraband Exclusion 40 C.F.R. Parts 60.2887(p) and 60.2993(p)), and 21 C.F.R. § 1317.01 *et seq.*, as applicable.

The authorized collection of prescription drugs for destruction placed in the custody of a designated CCSO law enforcement representative(s) will be treated as any other release order maintaining a proper chain of custody.

The Procedure for collection and destruction of prescription drugs is as follows:

1. Each participating agency in the CCSO Prescription Drug Take Back Program shall arrange to have a secure container, which is anchored to the ground and is kept under 24-hour surveillance by the presence of a law enforcement officer or under a camera surveillance system consistent with the standards established by the U.S. Drug Enforcement Agency.
 - a. The participating agency shall complete an agreement for installing its secure container, and shall permit access to the installed secure container for collection of prescription drugs by a designated CCSO law enforcement officer. The participating agency shall complete all relevant portions of Certificate of Prescription Drugs Destruction Forms, and permit data to be shared concerning collection of prescription drugs from its secure container.
2. A designated CCSO law enforcement officer will collect prescription drugs from each participating agency's secure container on a scheduled basis consistent with the provisions of 21 C.F.R. §1317.35.
 - a. Immediately upon collection of the prescription drugs from the participating agency's secure container, the CCSO law enforcement officer will complete all relevant portions of a Certificate of Prescription Drugs Destruction Form:
 - PDDC Inv. Number
 - Agency Name
 - Agency Phone Number
 - Agency Address
 - Agency Email Address
 - b. The CCSO law enforcement officer in the presence of the designated agency representative will confirm that the items removed from the container are undisturbed.
 - Agency Representative Printed Name
 - Agency Representative Signature
 - Agency Supervisor Printed Name



- Agency Supervisor Signature
3. The designated CCSO law enforcement officer will then take custody of the referenced prescription drugs consistent with 21 C.F.R. §1317.35.
 4. The designated CCSO law enforcement officer will complete the remaining portions of the Certificate of Prescription Drug Destruction upon delivery of the collected Prescription Drugs to the CCSO Prescription Drug Vault, including:
 - a. PRESCRIPTION DRUG COLLECTION
 - A. Quantity of Prescription Drugs Collected
 - B. Description of Prescription Drugs Collected
 - C. CCSO Employee Name (Printed)
 - D. CCSO Employee Signature/Star
 - E. Collection Date
 - b. PRESCRIPTION DRUG STORAGE
 - A. FOR PDDC PROPERTY CONTROL ONLY (VAULT, SHELF #, LOCKER #)
 - B. PDDC PROPERTY LOG
 - c. PRESCRIPTION DRUG DESTRUCTION
 - A. Drug Disposal
 - B. Destruction Date
 - C. Recycling Vendor Date
 - D. Destroyed by CCSO Employee Signature/Star/Date
 - E. Recycling Vendor Name/Ticket #/Date
 5. The designated CCSO law enforcement officer will immediately thereafter also complete a Cook County Sheriff's Police Department (CCSPD) Property Inventory Form, consistent with CCSO agency recordkeeping requirements for storage of illicit controlled substance evidence, with the following information:
 - a. Offense/Classification Number should be listed as "7280/Other Police Services".
 - b. Complete Date Recovered.
 - c. Complete CR Number
 - A. Call Cook County Sheriff's Police Department Radio Dispatch to request CR number.
 - B. Obtain Inv. Number from CCSPD Desk.
 - d. At Item number, complete Quantity with number of collected boxes.
 - e. At Description of Property, write "Box or Bag Numerous Pharmaceutical/Drug Items."
 - f. At hash, mark a strike through (/) at dollar sign.
 - g. Under Check Any Boxes Applicable:
 - A. Check off "Recovered" and write the collection location and address items are collected from.
 - B. Check off "To Be Disposed of by Custodian after 30 Day Retention".
 - C. Check off "Evidence & Recovered Unit Personnel" under Initial Destination of Property.
 - D. Check off Recovering Unit Personnel under "Transport Via".
 - h. Under "Property Recovered By" complete 1st Officer's Name (Print) and Signature.

6. The designated CCSO law enforcement officer will then secure the transferred prescription drugs and transport same to the CCSPD Evidence Room or the CCSO Prescription Drug Vault.
7. Upon placement of the prescription drugs in the CCSO Prescription Drug Vault, the designated CCSO law enforcement officer will complete the remaining portions of the Certificate of Prescription Drug Destruction upon delivery of the collected Prescription Drugs to the CCSO Prescription Drug Vault, including:

PRESCRIPTION DRUG STORAGE

- A. CCSPD Property Inventory #
 - B. CCSPD CR #
- a. The items shall then be stored in the CCSO Pharmaceutical/Drug Evidence Vault while awaiting destruction.
8. In the event that the prescription drugs must be stored in the CCSPD Evidence Room for any period of time, the designated CCSO law enforcement officer shall turn over the transferred prescription drugs along with completed CCSPD Property Inventory and any additional documentation requested by the CCSPD.
 9. The CCSPD will then assume custody of the prescription drugs and secure them, pending destruction.
 10. A designated CCSO law enforcement officer will re-assume custody of the prescription drugs from the CCSPD immediately prior to destruction of the drug evidence.
 - a. When a designated CCSO law enforcement officer re-assumes custody of the prescription drugs, the items shall be stored in the CCSO Prescription Drug Vault while awaiting destruction.
 - b. The CCSO Prescription Drug Vault Storage Log and relevant sections of Certificate of Prescription Drugs Destruction Form (For Property Control Use Only and Property Log) shall be completed.
 11. Destruction of the prescription drugs will be performed by a designated CCSO law enforcement officer within thirty (30) days of the CCSO Prescription Drug Program custody, and shall include secure transport of said drugs to the destruction site.
 - a. The contents of each confirmed container shall then be separated and grouped according to type of recyclable or waste material.
 - A. All non-drug material that includes identifying information, such as prescription drug labels, shall be held in a secure manner for separate record destruction.

- B. All non-drug material shall then be recycled according to its type of recyclable or waste material.
 - C. All drug material shall be disposed of through a process of incineration by the designated CCSO law enforcement officer and as permitted by state and federal law.
 - 1. The drugs shall be incinerated using an incinerator that meets the specifications for an Other Solid Waste Incinerator ("OSWI") as permitted under 40 CFR part 60.2887(p) and 60.2993(p) and 21 C.F.R. §1317.35(d).
 - 2. The drugs shall be incinerated in small quantities not to exceed fifty pounds at one time.
 - 3. The drugs shall be incinerated on a secure site operated by the Cook County Sheriff's Office.
 - D. The Certificate of Prescription Drug Destruction Form shall be fully completed at the conclusion of the drug destruction event.
 - 1. The completed Certificate of Prescription Drug Destruction Form will be placed in the CCSO Prescription Drug Destruction Form file in the Support Services shared folder.
 - 2. A copy of the completed Certificate of Prescription Drug Destruction Form will be sent upon request to the designated representative of the participating agency(ies) from which the drugs were collected in addition to the MWRD Executive Director or his designee and the CCSO.
12. The CCSO shall maintain proper recordkeeping to memorialize collection and destruction of prescription drugs occurring as part of CCSO Prescription Drug Take Back Program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COOK COUNTY SHERIFF AND**

This Memorandum of Understanding ("MOU") is made between the Cook County Sheriff's Office, ("CCSO") and the _____ ("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

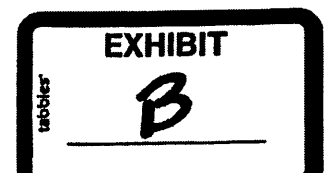
WHEREAS, the Police Department desires to participate in the CCSO's Program by placing a collection box on its property allowing CCSO to collect surrendered prescription drugs for recycling in accordance with the Program; and

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 Indemnites") 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 Indemnites 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 _____, 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:

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]

RECEPTACLE SITES & PROGRAM ACTIVITY

As of June 1, 2017

	Jurisdiction	Region	MOU Execution Date	CCSO Receptacle Delivery Date	Receptacle Location	Total Collection Weight ² (lbs.)	Total Destruction Weight ³ (lbs.)
1	Alsip	Southwest	4/4/2017	4/4/2017	4500 W. 123rd St. Alsip, IL 60803	9	7
2	Bedford Park	Southwest	5/12/2017	4/4/2017	6701 S. Archer Ave. Bedford Park, IL 60501	5	5
3	Brookfield	West	12/8/2016	12/8/2016	8820 Brookfield Ave. Brookfield, IL 60513	128	108
4	Calumet City	South	2/2/2017	2/2/2017	1200 Pulaski Rd. Calumet City, IL 60409	5	5
5	Cicero	West	3/14/2017	3/14/2017	4901 W. Cermak Rd. Cicero, IL 60804	3	2
6	Countryside	Southwest	5/30/2017	6/1/2017	<i>Pending</i>	<i>Pending Receptacle</i>	<i>Pending Receptacle</i>
7	Crestwood	Southwest	8/3/2016	8/15/2016	13840 S. Cicero Ave. Crestwood, IL 60445	62	55
8	Des Plaines	Northwest	2/8/2017	N/A – Village owns existing receptacle	1418 Miner St. Des Plaines, IL 60016	64	37
9	Dolton	South	5/4/2017	4/1/2017	14122 Chicago Rd. Dolton, IL 60419	9	9
10	East Hazel Crest	South	2/20/2017	2/20/2017	17223 Throop St. Hazel Crest, IL 60429	19	14
11	Flossmoor	South	1/26/2017	1/26/2017	2800 Flossmoor Rd. Flossmoor, IL 60422	108	70
12	Ford Heights	South	5/27/2016	8/15/2016	1343 Ellis Ave. Ford Heights, IL 60411	0	0
13	Forest Park	West	8/3/2016	8/15/2016	517 Desplaines Ave. Forest Park, IL 60130	70	56
14	Frankfort	South	5/27/2016	8/15/2016	20600 Lincoln-Way Ln. Frankfort, IL 60423	102.5	97.5
15	Franklin Park	West	3/17/2017	3/17/2017	9451 W. Belmont Ave. Franklin Park, IL 60131	33	16
16	Glencoe	North	4/5/2017	4/5/2017	325 Hazel Avenue Glencoe, IL 60022	208	180
17	Glenwood	South	2/21/2017	2/21/2017	1 Asselbom Way Glenwood, IL 60425	16	6
18	Harwood Heights	Northwest	4/5/2017	4/5/2017	7300 W. Wilson Ave. Harwood Heights, IL 60706	2	1
19	Hazel Crest	South	2/24/2017	2/24/2017	3000 W. 170th Pl. Hazel Crest, IL 60429	11	6
20	Hodgkins	West	1/20/2017	1/20/2017	6015 Lenzi Ave. Hodgkins, IL 60525	18	14
21	Hometown	Southwest	6/1/2017	6/1/2017	4331 Southwest Hwy Hometown, IL 60456	0	0
22	Matteson	South	5/23/2016	8/1/2016	20500 S. Cicero Ave. Matteson, IL 60443	127	127
23	McCook	West	5/10/2017	4/1/2017	5000 Glencoe Ave. McCook, IL 60525	2	1
24	Melrose Park	West	3/1/2017	3/1/2017	1 N. Broadway Melrose Park, IL 60160	11	2
25	Niles	North	1/25/2017	1/25/2017	7000 Touhy Ave. Niles, IL 60714	128	72
	Norridge	Northwest	6/1/2017	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>

² Encompasses time period since the execution of the MOU through June 1, 2017.

³ Encompasses time period since the execution of the MOU through June 1, 2017.



	Jurisdiction	Region	MOU Execution Date	CCSO Receptacle Delivery Date	Receptacle Location	Total Collection Weight ⁴ (lbs.)	Total Destruction Weight ⁵ (lbs.)
26	Northlake	West	6/22/2016	N/A – Village owns existing receptacle	55 W. North Ave. Northlake, IL 60164	161	149
27	Oak Lawn	Southwest	5/5/2017	5/5/2017	9446 S. Raymond Ave. Oak Lawn, IL 60453	8	0
28	Olympia Fields	South	10/31/2016	10/31/2016	20040 Governors Hwy. Olympia Fields, IL 60461	22	18
29	Orland Hills	Southwest	5/19/2017	4/26/2017	16039 S. 94th Ave. Orland Hills, IL 60487	0	0
30	Palos Heights	Southwest	1/20/2017	N/A – Village owns existing receptacle	7607 W. College Dr. Palos Heights, IL 60463	353	295
31	Palos Hills	Southwest	1/24/2017	1/24/2017	8555 W. 103rd St. Palos Hills, IL 60465	36	30
32	Park Forest	South	5/23/2016	8/15/2016	200 Lakewood Blvd. Park Forest, IL 60466	148	148
33	Phoenix	South	5/9/2017	5/9/2017	629 E. 151st St. Phoenix, IL 60426	0	0
34	Richton Park	South	12/12/2016	12/12/2016	4455 Sauk Trl. Richton Park, IL 60471	36	35
35	River Forest	West	5/18/2016	8/15/2016	400 Park Ave. River Forest, IL 60305	88	73
36	River Grove	West	1/23/2017	1/23/2017	2621 Thatcher Ave. River Grove, IL 60171	16	14
37	Rolling Meadows	Northwest	2/28/2017	N/A – Village owns existing receptacle	3600 Kirchoff Rd. Rolling Meadows, IL 60008	17	0
38	Schiller Park	West	2/17/2017	2/17/2017	9526 Irving Park Rd. Schiller Park, IL 60176	20	19
39	South Chicago Heights	South	11/22/2016	11/22/2016	185 W. Sauk Trl. South Chicago Heights, IL 60411	20	20
40	Steger	South	1/25/2017	1/25/2017	3322 Emerald Ave. Steger, IL 60475	41	37
41	Stone Park	West	5/30/2017	6/1/2017	1629 Mannheim Rd. Stone Park, IL 60165	0	0
42	Summit	West	1/15/2017	1/15/2017	5810 South Archer Avenue Summit, IL 60501	7	6
43	Thornton	South	1/20/2017	1/20/2017	700 Park Ave. Thornton, IL 60476	0	0
44	University Park	South	5/9/2017	4/20/2017	698 Burnham Dr. University Park, IL 60484	0	0
45	Willow Springs	Southwest	5/15/2017	4/26/2017	8255 Willow Springs Rd. Willow Springs, IL 60480	4	0
TOTAL WEIGHT:						2117.5 lbs.	1734.5 lbs.
<i>Total Number of Municipalities with their own Receptacle:</i>						5	
<i>Total CCSO Receptacles Deployed to Date:</i>						40	

⁴ Encompasses time period since the execution of the MOU through June 1, 2017.

⁵ Encompasses time period since the execution of the MOU through June 1, 2017.