

RESOLUTION NO. R-2017-35

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COOK COUNTY SHERIFF
AND MAYWOOD POLICE DEPARTMENT**

WHEREAS, the Cook County Sheriff's Office ("Cook County Sheriff") 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 healthy community; and

WHEREAS, the Maywood Police Department desires to participate in the Cook County Sheriff's Program by placing a collection box on its property, allowing the Cook County Sheriff to collect and surrender prescription drugs for recycling in accordance with the program. A copy of the Memorandum Of Understanding Between The Cook County Sheriff And Maywood Police Department ("Memorandum") is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Cook County Sheriff and the Maywood Police Department have the authority to enter into the Memorandum pursuant the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve and execute the Memorandum pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and find that entering into the Memorandum is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the memorandum of understanding entitled "Memorandum of Understanding Between The Cook County Sheriff and Maywood Police Department" for the purposes set forth in the Memorandum. A copy of the Memorandum is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute said Memorandum, and to

execute and deliver all other instruments and documents and pay all expenses that are necessary to fulfill the Village's obligations under the Memorandum.

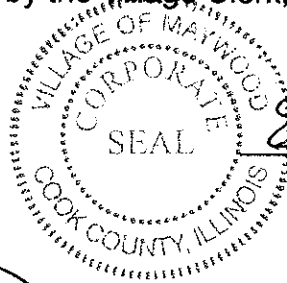
ADOPTED this 18th day of July, 2017, pursuant to a roll call vote as follows:

AYES: Mayor Edwenna Perkins, Trustee(s) H. Yarbrough Sr., I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: None

APPROVED this 24th day of July, 2017, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.



Edwenna Perkins

Village President

ATTEST:



Village Clerk

Exhibit "A"

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

(attached)

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

This Memorandum of Understanding (“MOU”) is made between the Cook County Sheriff’s Office, (“CCSO”) and the Village of Maywood 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:
Valdimir Talley, Jr., Chief of Police
Maywood Police Department
125 South Fifth Avenue
Maywood, IL 60153

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]

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 CFR part 60.2887(p) and 60.2993(p)) and 21 C.F.R. §1317.35(a)-(d), §1317.75(a)-(e).

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(b) and (c).
 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.

12. The CCSO Prescription Drug Take Back Program shall maintain proper recordkeeping to memorialize collection and destruction of prescription drugs occurring as part of CCSO Prescription Drug Take Back Program.

Attachments

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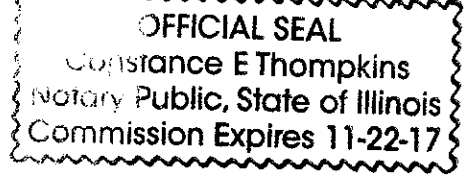
IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed by their authorized representatives.

MAYWOOD POLICE DEPARTMENT

Chief of Police Department

Date: 7/25/17

Constance E. Thompkins



COOK COUNTY SHERIFF'S OFFICE

Nicholas Scouffas
General Counsel

Date: _____

Acknowledged by:

Patricia Horne
Director
CCSO Support Services

Date: _____

