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# **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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## **RESOLUTION NO. 2023-R-072**

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**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY SHERIFF'S OFFICE TO  
ALLOW THE TINLEY PARK POLICE DEPARTMENT'S PARTICIPATION IN THE  
COOK COUNTY SHERIFF'S OFFICE PRESCRIPTION DRUG TAKE BACK PROGRAM**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
KENNETH E. SHAW  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**RESOLUTION NO. 2023-R-072**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Memorandum of Understanding (“MOU”) with the Cook County Sheriff’s Office, a true and correct copy of such “MOU” being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said “MOU” be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1**: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2**: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid “MOU” be entered into and executed by said Village of Tinley Park, with said “MOU” to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3**: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid “MOU”.

**Section 4**: That this Resolution shall take effect from and after its adoption and approval.

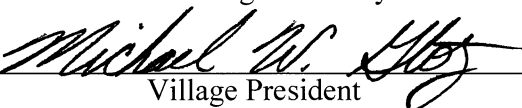
**ADOPTED** this 18<sup>th</sup> day of July, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

**NAYS:** None

**ABSENT:** None

**APPROVED** this 18<sup>th</sup> day of July, 2023, by the President of the Village of Tinley Park.

  
Village President

ATTEST:  
  
Village Clerk

# **EXHIBIT 1**

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

This Memorandum of Understanding ("MOU") is made between the Cook County Sheriff's Office, ("CCSO") and Tinley Park 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 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 Police Department property allowing CCSO to collect surrendered prescription drugs for recycling in accordance with the Program.

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 to DEA, and which is accessible for Township residents to 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 laws 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) to ensure proper control and custody as well as collection and disposal of expired and unused prescription drugs collected under this MOU.
  - d) Complete all paperwork required by CCSO to ensure proper transfer of custody of all pharmaceutical drugs in a manner consistent with applicable rules and regulations of state and federal laws governing prescription drug take back programs.



2. To fulfill the terms of this MOU, CCSO agrees to:

- a) Collect and dispose of all expired and unused non-liquid pharmaceutical drugs in a manner consistent with applicable rules and regulations of state and federal laws governing prescription drug take back programs.
  - b) Prepare and complete all such recordkeeping as consistent with applicable rules and regulations of state and federal laws governing prescription drug take back programs and the CCSO.
3. As 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 laws governing prescription drug take back programs shall govern the parties.
4. The Police Department understands and agrees that this MOU and all obligations and agreements are effective contingent upon funds available for this program through Cook County or other available sources.

### 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.

### IV. TERM AND TERMINATION

The term of this MOU shall begin on May 1, 2023 and shall end on December 31, 2023 (the "Initial Term"). The MOU shall automatically renew for additional two-year terms (each a "Renewal Term") unless and until terminated or modified as set forth below. Either party may terminate this MOU upon thirty (30) 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  
Sheriff's Prescription Drug Take Back Program  
2323 South Rockwell, 1<sup>st</sup> Floor  
Chicago, IL 60608

To Police Department:

Matthew Walsh, Chief  
Tinley Park Police Department  
7850 W. 183rd Street  
Tinley Park, IL 60477

7. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered 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 Portable Document Format (PDF) documents shall be deemed original for all purposes.

**[SIGNATURE PAGE TO FOLLOW]**



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

**TINLEY PARK POLICE DEPARTMENT**

Matthew F. Uchse  
Chief

Date: 7/20/23

**COOK COUNTY SHERIFF'S OFFICE**

Nicholas S. Scouffas  
Nicholas Scouffas  
General Counsel

Date: 09/22/2023

*Acknowledged by:*

Joseph O'Brien  
~~Patricia Horne~~ Joseph O'Brien  
Director

Date: 7-25-2023

CCSO Sheriff's Prescription Drug Take Back Program



STATE OF ILLINOIS        )  
COUNTY OF COOK        )       SS  
COUNTY OF WILL        )

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-072, “**A RESOLUTION APPROVING A, MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY SHERIFF’S OFFICE TO ALLOW THE TINLEY PARK POLICE DEPARTMENT’S PARTICIPATION IN THE COOK COUNTY SHERIFF’S OFFICE PRESCRIPTION DRUG TAKE BACK PROGRAM**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 18, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18<sup>th</sup> day of July, 2023.

  
VILLAGE CLERK