

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

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

I. RECITALS

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

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

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

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

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

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

II. INCORPORATION OF RECITALS

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

III. ROLES AND RESPONSIBILITIES

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

- A. In the event that Stickney PD, by lawful means, identifies a need for TRT services on-scene during a call for law enforcement service or otherwise, Stickney PD shall contact the TRT by contacting the TRT 24/7 Duty Phone (Hotline) at 309-4ME-HELP or 309-463-4357.
- B. TRT personnel shall provide services in accordance with policy and training. Subjects are not obligated to speak with TRT staff, and Stickney PD understands that the service shall be made available voluntarily. Upon request, Stickney PD law enforcement officers shall step away to provide space to the subject and TRT staff in order to ensure confidentiality.
- C. CCSO shall assess the needs of TRT program participants and provide them with appropriate treatment services, including, but not limited to, immediate crisis intervention, peer support and referrals for services

including outpatient treatment services, residential treatment services, day treatment services, aftercare services and/or any other relevant treatment services based on needs.

- D. Stickney PD will provide the TRT with data pertaining to referrals to the CCSO including, but not limited to, number of referrals, copies of police reports and related documentation, body worn camera video, and any additional records necessary.
- E. The CCSO and Stickney PD shall participate in joint meetings on an as-needed basis. Such meetings shall be attended by those identified by the CCSO and Stickney PD individually.
- F. When applicable, the CCSO and Stickney PD shall comply with all state and federal guidelines regarding public health emergencies, including the ongoing COVID-19 pandemic, natural emergencies, or other events beyond the control of the parties, such as an act of God. Both Parties shall understand that procedures may need to be adapted in light of any related developments.

IV. TERM

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

V. CONFIDENTIALITY

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

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

VI. LIABILITY

Neither Party to this MOU shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MOU shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party to the other or to a third Party.

VII. NOTIFICATION

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

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

Stickney PD

Stickney Police Department

Attn: Chief of Police

6533 West Pershing Road

Stickney, IL 60402

VIII. GENERAL CONDITIONS

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IT IS SO AGREED:

For CCSO:

General Counsel
Cook County Sheriff's Office

Date

For Stickney PD:

Print Name: _____
Title: _____

Date