

Memorandum of Understanding

WHEREAS, the Will County Sheriff's Office (WCSO), located at 16911 W. Laraway Rd. Joliet, IL 60433, and _____ (Agency) located at _____, collectively referred to as "Parties" desire to enter into this Memorandum of Understanding (MOU) regarding use of certain equipment in the possession of WCSO effective _____ (Effective Date); and

WHEREAS, WCSO is in possession of an incinerator designed to destroy controlled substances and illegal narcotics; and

WHEREAS, Agency is in need of an incinerator to properly dispose of controlled substances and illegal narcotics in possession of Agency; and

WHEREAS, it is in the best interest of WCSO, Agency, and their respective communities that the Parties cooperate as laid out herein to assure the proper destruction of controlled substances and illegal narcotics.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term:** The term of this MOU shall commence on the Effective Date and shall continue until termination by either Party as authorized herein.
2. **WCSO Obligations:** The following shall be the responsibility of WCSO under this MOU
 - a. WCSO shall provide Agency with reasonable use of the incinerator when scheduled with prior notice, based on availability.
 - b. Ensure staff is properly trained in use of the incinerator to ensure complete destruction of material in question.
 - c. Provide a contact person for all inquiries related to this MOU.
 - d. Maintain a log of items delivered and destroyed in the incinerator.
 - e. Commence and complete all burns.
3. **Agency Obligations:** The following shall be the responsibility of Agency under this MOU
 - a. Provide WCSO with reasonable advanced notice of request to use incinerator.
 - b. Maintain reasonably detailed internal logs concerning the transport of controlled substances and illegal narcotics.

- i. At a minimum such logs shall contain the date and time of delivery, the types of materials delivered and an approximate weight, the name of the delivering officer, and the name of the receiving individual at WCSO.
 - ii. These logs shall be maintained in accordance with the Local Records Act, 50 ILCS 205/1 *et seq.*
 - c. Fill out any logs required by WCSO staff.
 - d. Transport any material to be destroyed to the WCSO Public Safety Complex, 16911 W. Laraway Rd., Joliet, IL, or other place indicated by WCSO personnel.
 - i. All transport must be conducted by Agency staff, no 3rd party deliveries will be accepted
 - e. Ensure at least one Agency staff member remains on site until the completion of the burn, unless otherwise directed by WCSO staff.
 - f. At no time should Agency staff enter the WCSO Public Safety Complex unless Agency is scheduled for a burn, or for other police business.
 - g. Under no circumstances shall Agency drop off any material it desires to be destroyed unless WCSO staff is present and agrees to accept the material.
4. **Maintenance:** WCSO is currently in possession of an incinerator, on which it will conduct routine maintenance and repair when it deems necessary. Agency shall be responsible for any damage responsible for any damage to the incinerator and its components due to material provided by Agency which is not suitable for destruction in the incinerator. WCSO may repair or replace incinerator at its sole election.
5. **Indemnity:** Agency shall indemnify and hold harmless WCSO, the County of Will, and their respective employees, officers, and agents for any damages, costs, or fees, including reasonable attorney's fees that are occasioned due to the incineration and disposal of materials provided by Agency. Nothing herein shall be construed to limit the indemnified entities and individuals from selecting counsel of their choosing or participating in their defense.
6. **Termination:** This MOU will terminate upon:
- a. 30 calendar days' written notice by either party, or
 - b. Immediately upon the end of useful life of the incinerator and written notice by WCSO that a new incinerator will not be purchased.
7. **No Rights Created:** For avoidance of doubt, nothing herein creates an enforceable right on behalf of Agency, rather it lays out the conditions that must be met for use.
8. **Notices:** Any notice required herein must be in writing and delivered either by U.S. Mail or hand delivery to the following:

If to Agency: _____

If to WCSO: Will County Sheriff's Office
Attn: Crime Scene Investigation Supervisor
16911 W Laraway Rd.
Joliet, Illinois 60433

Will County Sheriff

Agency

Mike Kelley

Date: _____

By: _____

Date: _____