

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COOK COUNTY SHERIFF'S OFFICE  
AND  
PALOS COMMUNITY CONSOLIDATED SCHOOL DISTRICT 118**

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is entered into as of the 21 day of October, 2014 (the “Effective Date”) by and between the Palos Community Consolidated School District 118 (hereinafter called “**DISTRICT**”) and the Cook County Sheriff’s Office (hereinafter called “**SHERIFF**”), collectively referred to herein as “Parties” or individually as a “Party.”

**RECITALS**

**WHEREAS**, the *Constitution of the State of Illinois*, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, 55 ILCS 5/3-6021, requires that each 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 may arrest offenders on view, and cause them to be brought before the proper court for trial or examination; and

**WHEREAS**, the SHERIFF maintains and staffs the Cook County Sheriff’s Police Department, which provides law enforcement services in Cook County, Illinois; and,

**WHEREAS**, the SHERIFF and the Cook County Emergency System Telephone Board maintain and staff the Cook County 911 Center that provides 911 emergency services in unincorporated areas of Cook County as well as the municipalities of Dixmoor, Ford Heights, Golf, Northlake, Phoenix, and Stone Park; and,

**WHEREAS**, DISTRICT maintains and operates Palos West Elementary School (12700 S. 104<sup>th</sup> Avenue, Palos Park, IL 60464) and Palos South Middle School (13100 S. 82<sup>nd</sup> Avenue, Palos Park, IL 60464) (collectively referred to as “SCHOOLS”) which are both located within unincorporated Cook County; and

**WHEREAS**, police protection services are provided to DISTRICT and the SCHOOLS by the SHERIFF; and

**WHEREAS**, subject to the terms and conditions of this MOU, DISTRICT desires that, in addition to the response provided by the SHERIFF through the customary dispatch procedure of the Cook County 911 Center, that Southwest Central Dispatch also be notified by the Cook County 911 Center to dispatch the Palos Park Police Department whenever the Cook County 911 Center receives an emergency 911 call from the SCHOOLS.

**NOW, THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this MOU, the Parties hereto agree as follows:

**SECTION 1. INCORPORATION OF RECITALS**

The foregoing recitals are incorporated into and made a part of this MOU by reference as if set forth fully herein.

**SECTION 2. DISPATCH PROCEDURE FOR 911 CALLS FROM SCHOOLS**

The Parties agree that the SHERIFF will continue to provide police protection services to DISTRICT and the SCHOOLS in accordance with its statutory duties but the Cook County 911 Center will additionally notify Southwest Central Dispatch to notify the Palos Park Police Department when the Cook County 911 Center receives 911 in-progress emergency calls from the SCHOOLS. The Parties further agree that the procedure set out below shall be followed for all 911 in-progress emergency calls received by the Cook County 911 Center from the SCHOOLS:

1. Each time a CAD call for service is generated by the SCHOOLS to the Cook County 911 Center, the dispatcher will give a call over the air for the Sheriff's Police. The CAD system automatically notifies the dispatcher to call Southwest Central Dispatch to notify the Palos Park Police Department of the call if it is an in-progress emergency. In the event of an in-progress emergency, the procedure below will be followed:
  - a. The dispatcher will obtain an estimated time of arrival for the Sheriff's Police responding unit to Southwest Central Dispatch.
  - b. The dispatcher will note in the CAD incident report the estimated time of arrival ("ETA") for the Sheriff's Police units and also the time at which the dispatcher contacted Southwest Central Dispatch for backup units.
  - c. A sergeant with the Sheriff's Police will also be notified verbally by the dispatcher each time an in-progress emergency call for service is received from the SCHOOLS.

**SECTION 3. TERM**

This MOU shall become effective when fully executed by all Parties and will commence on the date the last Party executes this MOU ("Commencement Date"). This MOU shall continue thereafter until terminated by one of the Parties hereto. Any Party may terminate this MOU by providing the other Party with thirty (30) days prior written notice of such termination.

**SECTION 4. INDEMNIFICATION**

DISTRICT covenants and agrees to indemnify and save harmless the SHERIFF and Cook County, their respective commissioners, officials, 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 MOU by DISTRICT or SCHOOLS, or any claims arising out of the acts or omissions of the officers, agents, or employees of DISTRICT or SCHOOLS.

**SECTION 5. GENERAL PROVISIONS**

**5.1 GOOD FAITH**

All Parties have the obligation to perform their duties under this MOU in good faith.

## **5.2 SEVERABILITY**

The Parties agree that to the extent a court of competent jurisdiction shall determine that any part of provision of this MOU is unenforceable as a matter of law, such part or provision of the MOU shall be deemed severable and the remainder of the MOU shall survive.

## **5.3 INTERPRETATION**

Any headings of the MOU 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 MOU.

## **5.4 ASSIGNMENT/BINDING EFFECT**

Neither Party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other Party. The MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns, legal representatives and successors in interest.

## **5.5 WAIVER OF BREACH**

If either Party waives a breach of any provision of this MOU by the other Party, that waiver will not operate or be construed as a waiver of any subsequent breach by either Party or prevent either Party from enforcing such provisions.

## **5.6 MERGER CLAUSE; AMENDMENT**

This MOU sets forth all of the entire understanding of the Parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of the MOU shall be effective unless reduced to writing and executed by the Parties.

## **5.7 COUNTERPARTS**

This MOU may be executed in several counterparts each of which shall be an original and all of which shall constitute by one and the same instrument.

## **5.8 COMPLIANCE WITH ALL LAWS**

The Parties hereto shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies, which may in any manner affect the performance of this MOU.

## **5.9 GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.

**5.10 DISCLAIMER OF RELATIONSHIP**

Nothing contained in the MOU, nor any act of the SHERIFF or DISTRICT, shall be deemed or construed by either of the Parties hereto or by third person, to create any relationship of an, employee, employer, independent contractor, third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the SHERIFF or DISTRICT, respectively.

**5.11 NOTICE**

All notices, demands or other communications required or permitted to be given pursuant to this MOU shall be in writing and addressed to the Parties at their respective addresses as set forth below by any of the following means: (a) personal service, (b) facsimile or electronic mail, or (c) registered or certified first class mail, postage prepaid, return receipt requested. Any communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon transmission by facsimile or electronic mail, respectively, provided that such electronic transmission occurs prior to 5:00 p.m. on a business day. If such electronic transmission occurs after 5:00 p.m. on a business day or a on a non-business day, it shall be deemed to have been given on the next business day. Any communication given pursuant to clause (c) shall be deemed received two (2) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices or communications shall be given. Notice as provided herein does not waive service of summons.

**TO THE DISTRICT:**

Superintendent of Schools  
Palos Community Consolidated School District 118  
8800 W. 119<sup>th</sup> Street  
Palos Park, IL 60464

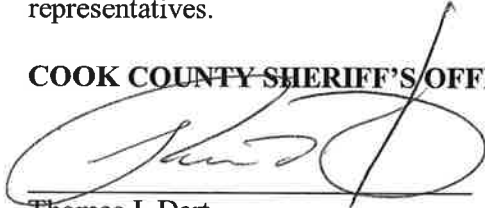
**TO THE SHERIFF:**

Cook County Sheriff  
Richard J. Daley Center, Room 704  
Chicago, Il 60602  
Attn: General Counsel

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

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

**COOK COUNTY SHERIFF'S OFFICE**



Thomas J. Dart  
Cook County Sheriff

Date: 12/9/14

Approved as to form:



Assistant State's Attorney

**PALOS COMMUNITY CONSOLIDATED SCHOOL DISTRICT 118**



NAME: Anthony Scarsella  
TITLE: Superintendent of Schools

Date: October 21, 2014

**ACKNOWLEDGED BY:**

**COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD**



Michael G. Masters  
Chairman

Date: 12/31/14

**PALOS PARK POLICE DEPARTMENT**

BY: 

NAME: Joseph Miller  
TITLE: Chief of Police

Date: October 27, 2014

