

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COOK COUNTY SHERIFF'S OFFICE AND THE  
VILLAGE OF BARRINGTON HILLS**

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

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

**WHEREAS**, the Cook County Sheriff's Office has established a specialized unit of mental health providers to provide mental health services to individuals referred by any member Municipal Police Department, which referral services are being offered at no cost to the member Municipal Police Departments; and

**WHEREAS**, the President and Board of Trustees of the Village of Barrington Hills has determined that it is in the best safety interests of the Village of Barrington Hills and its residents to enter into the Memorandum of Understanding between the Cook County Sheriff's Office and the Village Police Department which will provide Village Police the discretionary opportunity to refer individuals for mental health services being offered through the Cook County Sheriff's Office, at no cost to the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

**SECTION ONE:** The foregoing recitals are incorporated into, and made a part of, this Resolution.

**SECTION TWO:** The President and Board of Trustees of the Village of Barrington Hills hereby approve the Memorandum of Understanding between the Cook County Sheriff's Office and the Village Police Department attached to this Resolution as Exhibit A.

**SECTION THREE:** The Village Police Chief is authorized to execute the Memorandum of Understanding between the Cook County Sheriff's Office and the Village Police Department as referenced in Section Two of this Resolution.

**SECTION FOUR:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes: 5 (Hills, Riff, Croll, Konicek, Cecola)

Nays: 0

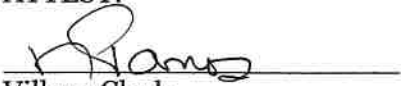
Absent: 2 (Strauss, Ekstrom)

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 27th day of February, 2023.

APPROVED:

  
Village President

ATTEST:

  
Village Clerk



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# INTEROFFICE MEMORANDUM

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**Date:** February 23, 2023

**To:** Board of Trustees

**From:** Chief Colditz

**Subject:** McHenry and Cook County – Special Assistance Agreements

**Recommendation:**

Board approval of two separate Resolutions, authorizing me to execute agreements with both the McHenry County State's Attorney's Office, and the Cook County Sheriff's Office.

**Discussion:**

The Department has the unique opportunity to enter partnerships with two specialized County units to access no-cost programs which are believed to be beneficial to the Department's mission and the delivery of services, specifically the investigation of criminal complaints of physical or sexual abuse involving children, and the response to individuals experiencing mental health crisis.

**McHenry County Crimes Against Children Taskforce**

The McHenry County State's Attorney's Office has established a specialized unit of investigators to investigate any criminal complaint of physical or sexual abuse involving children up to the age of sixteen. The State's Attorney's Office will assign investigators to fully investigate all cases arising from within the Department's police jurisdiction and participating agencies may assign a Department member to assist the State's Attorney's investigators during the course of an investigation.

**Cook County Sheriff's Office Treatment Response Team (TRT)**

Licensed clinicians are available 24 hours a day to assist individuals and their families with accessing substance use and mental health treatment. Under the Co-Responder Virtual Assistance Program, a member of the TRT connects with the individual needing assistance via a tablet or smartphone and provide assistance beyond the level of responding officers.

**EXHIBIT A**

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

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

This Memorandum of Understanding ("MOU") is entered into by and between the Cook County Sheriff's Office ("CCSO") and the Village of Barrington Hills Police Department ("Barrington Hills 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**, Barrington Hills 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 Barrington Hills 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 Barrington Hills PD may collaborate in order to connect individuals with TRT services during calls for service and/or in the course of Barrington Hills PD's lawful duties. This MOU serves to memorialize the process by which Barrington Hills 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 Barrington Hills PD, by lawful means, identifies a need for TRT services on-scene during a call for law enforcement service or otherwise, Barrington Hills PD may 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 Barrington Hills PD understands that the service shall be made available voluntarily. Upon request, Barrington Hills PD law enforcement officers are strongly encouraged to step away to provide space to the subject and TRT staff in order to ensure confidentiality subject to any safety concerns of Barrington Hills PD.

- 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. Barrington Hills 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 upon request of the TRT.
- E. The CCSO and Barrington Hills PD shall participate in joint meetings on an as-needed basis. Such meetings shall be attended by those identified by the CCSO and Barrington Hills PD individually.
- F. When applicable, the CCSO and Barrington Hills 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 Barrington Hills 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 Barrington Hills 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 Barrington Hills 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. Barrington Hills PD shall ensure the confidentiality of same, and shall notify the CCSO immediately if there Barrington Hills 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

**Barrington Hills PD**

Barrington Hills Police Department  
Attn: Chief of Police  
112 Algonquin Road  
Barrington Hills, IL 60010

**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.
- G. **No Third-Party Beneficiaries.** This MOU is intended for the benefit of the Parties hereto and shall not be construed as to confer any rights or remedies upon any Person not a party to this MOU.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IT IS SO AGREED:**

**For CCSO:**

\_\_\_\_\_  
General Counsel  
Cook County Sheriff's Office

\_\_\_\_\_  
Date

**For Barrington Hills PD:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date