

**RESOLUTION AUTHORIZING AND APPROVING A
MEMORANDUM OF UNDERSTANDING WITH THE
CLERK OF THE CIRCUIT COURT OF COOK COUNTY**

WHEREAS, the Village of Barrington Hills (the "Village") located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, is a home rule municipality; and

WHEREAS, the President and Board of Trustees of the Village deem it advisable, necessary, appropriate, and in the public interest and find that it would best serve the public and corporate purposes for the Village to enter into a Memorandum of Understanding with the Clerk of the Circuit Court of Cook County (the "MOU"), a copy of which is attached hereto and expressly made a part hereof as Exhibit A.

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 in the State of Illinois, a home rule municipality as follows:

Section 1: Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2: Authorization. The President and Board of Trustees hereby authorize and approve the execution of the MOU substantially in the form attached hereto and made part hereof as Exhibit A.

Section 3: Execution and Delivery. The President and Village Clerk of the Village of Barrington Hills are hereby authorized and directed to execute and deliver to all of the other parties, the MOU substantially in the form of Exhibit A and to do all things necessary and essential, including the execution of any other documents and certificates to accomplish the agreement hereinabove authorized and set forth in the MOU.

Section 4: Effective Date. This Resolution shall be in full force an effect from and after its approval and publication according to law.

APPROVED THIS ____ day of October, 2011

AYES: _____ NAYS: _____ ABSENT: _____

ATTEST:

Village Clerk

Village President

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

Between

Clerk of the Circuit Court of Cook County and

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of _____, 2011, by the Clerk of the Circuit Court of Cook County [hereinafter referred to as the Clerk's Office] and _____ [hereinafter referred to as the participating police department], located in _____, Illinois, and the Persons who may become party hereto pursuant to the terms of this Agreement.

INTRODUCTION

The Clerk's Office is the owner of the enterprise-wide license for Report Beam server/software ("Report Beam"). By agreement, the participating police department signing this document is participating in the Electronic Tickets Project ("E-Tickets Project") which will allow the participating police department use of the Report Beam software, with permission from the Clerk's Office. In order to work together to create a more efficient system of administering traffic tickets, the Clerk's Office and the participating police department agree to this Memorandum of Understanding, which identifies and details certain responsibilities expected of the participating police department involved in the E-Tickets Project. The Clerk's Office reserves the right to change the terms of this MOU at any time. The participating police department signing this MOU will be given notice of the change in a reasonable time (no less than 30 days).

COMMENCEMENT

The terms of this MOU shall commence on the date of signing, at which time the participating police department's right to use Report Beam shall also commence.

TECHNICAL SUPPORT

The participating police department will be responsible for maintaining and repairing their own hardware. The participating police department must designate an individual responsible for maintaining all the hardware necessary to participate in the E-Tickets Project. Should technical support from the Clerk's Office become necessary, the Clerk's Office will assist the participating police department's designee in rebooting, and if necessary, reinstalling the Report Beam software. The participating police department is encouraged to use Mantis, a web-based issue

reporting system when reporting technical issues with the Report Beam software. Clerk's Office assistance will not extend to the repair of participating police department's hardware and other equipment. Further, the Clerk's Office will assist in the installation of the Report Beam software and its configuration. Configuration and personalization of the software for the participating police department is limited to that which is necessary for its proper use.

TESTING

The participating police department is responsible for testing all aspect of the Report Beam client and the Report Beam server to ensure that it is functional and operates satisfactorily. A testing checklist will be provided to the participating police department to be completed and signed prior to use of Report Beam.

AOIC (ADMINSTRATIVE OFFICE OF THE ILLINOIS COURTS) MAPPING

All Illinois Vehicle Code violations are given Administrative Office of Illinois Courts ("AOIC") codes. The Clerk's Office will be responsible for updating all AOIC codes for Illinois Vehicle Code violations. The participating police department will be responsible for updating all AOIC codes for local ordinance violations. In order for the Clerk's Office to accurately report dispositions on local ordinance violations to the Secretary of State ("SOS"), participating police department agrees to collaborate with the Clerk's Office and the SOS to map all relevant local ordinance charges they issue to existing AOIC codes. The participating police department is responsible for matching local ordinance charges to AOIC codes, which they will then submit to the Clerk's Office MIS Department and the SOS for agreement. Relevant contact information will be provided during training.

STAR/KEY CHANGES/ADDITIONS/DELETIONS

The Clerk's Office will be updating all relevant information in the Report Beam server as related to police officers employed by the participating police department. The information necessary to be maintained and updated includes new officer information, retired officers, changes to courtroom assignment, court key, call times, and star numbers. The participating police department agrees to provide any and all changes/additions/deletions that need to be made on the Report Beam Server to the Clerk's Office MIS Department (Contact information to be provided during training). It is essential that information on newly hired police officers is sent to MIS in a timely fashion. If the newly hired police officer is not in the Report Beam system, that officer will be unable to issue any tickets through Report Beam.

The participating police department is responsible for assigning proper users to the software and maintaining a current list of all individuals that will have use of the software.

HARDWARE PROCUREMENT

It will be the responsibility of the participating police department to ensure that all necessary hardware is purchased as needed to participate in the E-Tickets Project. This hardware procurement includes laptops, printers, printer paper or Y-tickets, etc. If a thermal printer is used, the participating police department must purchase high quality, UV top-coated thermal printer paper that is Bisphenol-A (BPA) free. The Clerk's Office will not provide any hardware necessary to make the software operable. If necessary, the Clerk's Office is able to provide information on obtaining quotes for procuring hardware. Additional equipment such as a Driver's License Reader is optional and may be purchased at the discretion of the participating police department.

A small number of Y-tickets should continue to be purchased in the event that the Report Beam system or related hardware becomes temporarily inoperable.

OFFICER SIGNATURE CAPTURE

All tickets filed with the Clerk's Office must contain the issuing police officer's hand-written signature. Report Beam allows an officer to affix an electronic signature onto the E-Tickets and the participating police department may choose to use the electronic signature option, so long as the tickets that are filed with the Clerk's Office contain a hand-written signature. By signing this agreement, the participating police department agrees that each of their officers issuing an E-Ticket will affix a hand-written signature to the ticket that will be filed with the Clerk's Office. The participating police department can determine for itself whether or not to use the electronic signature for copies of tickets that are not filed with the Clerk's Office. Failure to affix a hand-written signature to tickets filed with the Clerk's Office may adversely affect the validity of the ticket issued. The Clerk's Office is not responsible for invalid tickets.

CHANGES TO E-TICKET

No changes to the E-Ticket may be made by the participating police department once the ticket has been transmitted to the Clerk's Office. If the Officer seeks to change or void the E-Ticket once it has been transmitted, it must be done via a motion to amend with leave of court.

TRAINING

The Clerk's Office will provide training to all police departments participating in the E-Tickets Project prior to the Go-Live date. The training will have three components: 1. Training of police officers; 2. Technical training for designated IT person(s); and 3. Training of an Administrator/Records person designated by the police department. It is the responsibility of the participating police department to ensure that all necessary personnel are trained. If additional training becomes necessary after the Go-Live date, the participating police department shall contact the Clerk's Office to discuss the possibility of additional training. As part of the training and participation in the E-Tickets Project, the participating police department must provide a

liaison designated to the E-Tickets Project who will be responsible for coordinating all efforts with the Clerk's Office.

DRIVING UNDER THE INFLUENCE (DUI) VIOLATIONS

Tickets issued for the charge of Driving Under the Influence must be printed on standard paper through a standard printer. DUI tickets should never be printed on thermal paper.

TRANSMISSION OF INFORMATION

Pursuant to Illinois Supreme Court Rule 552, when data is available for transmission, it must be done within 48 hours after the arrest.

OWNERSHIP AND TERMINATION

For purposes of this MOU, the Clerk's Office owns the license and rights to Report Beam and reserves the right to terminate the participating police department's use of Report Beam for any reason, including but not limited to, the participating police department's failure to follow the terms of the MOU. Should a termination of the use of Report Beam become necessary, the Clerk's Office will give notice of the intent to terminate within a reasonable amount of time (no less than 30 days). After the receipt of such notice, the participating police department must terminate all use of Report Beam by the designated end date, including deleting the software from all servers and hardware. Continuing to use Report Beam after the date of termination will constitute a licensing violation. If a termination becomes necessary, for whatever reason, the Clerk's Office will provide the participating police department with a termination letter detailing the termination procedure that the department must follow and sign.

INDEMNIFICATION

The participating police department agrees to indemnify and save harmless the Clerk's Office, and its officials, employees, 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 participating police department's use of Report Beam. The Clerk's Office will not be liable for any and all foreseeable or unforeseeable harm or damage that may result against the participating police department and its computers, machines, and any other equipment or contents thereof that may become harmed as a result of using Report Beam.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Understanding to be executed on their behalf as of the date set forth herein.

Clerk of the Circuit Court of Cook County

By: Dorothy Brown, Clerk of the Circuit Court of Cook County
Office of the Clerk of the Circuit Court of Cook County
50 W. Washington St. 1001, Chicago, IL 60602
312-603-5071

By: Bridget Dancy, Chief Information Officer
Office of the Clerk of the Circuit Court of Cook County
69 W. Washington St. 25th floor, Chicago, IL 60602
312-603-5477

By: Name:
Title:
Address:

Phone:

Name:
Title:
Address:

Phone:
