



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

File #: O2017-8579, **Version:** 1

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, a proposed Intergovernmental Agreement (the "Agreement," the substantially final form of which is attached hereto as an exhibit) by and between the County of Cook, Illinois ("Cook County") and the Chicago Police Department ("CPD") sets forth the proposed terms and understanding between Cook County and CPD (the "Parties") to implement and manage the Cook County Automated Court Reminder System ("ACRS"); and

WHEREAS, the ACRS will assist criminal defendants in making their court appearances, which will subsequently reduce warrants and failures to appear, thereby reducing the financial and social costs of incarceration; and

WHEREAS, the Parties wish to share criminal justice data and responsibilities related to operating the ACRS pursuant to the Agreement; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated herein and made a material part of this ordinance.

SECTION 2. The Superintendent of CPD or a designee thereof is authorized to execute the Agreement and such other documents as are necessary in connection therewith. The Agreement shall contain such other terms as the Superintendent or said designee deems necessary or appropriate.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4 This ordinance shall be effective upon the date of its passage and approval.

EXHIBIT - THE AGREEMENT (see attached)

2

INTERGOVERNMENTAL AGREEMENT BETWEEN COOK

COUNTY GOVERNMENT AND

CHICAGO POLICE DEPARTMENT

FOR AUTOMATED COURT REMINDER SYSTEM (ACRS) DATA SHARING AND
OPERATION

Table of Contents

I.	BACKGROUND AND RECITALS	6
II.	INCORPORATION OF BACKGROUND AND RECITALS	6
III.	DEFINITIONS	6
IV.	TERM	7
1.	Term of Performance	7
2.	Extension of Term	7
V.	REPRESENTATIONS AND WARRANTIES	7
VI.	SCOPE OF AGREEMENT	8
1.	ACRS Overview	8
2.	Business Process Descriptions	9
3.	Data Source Agency Applications	10
4.	Data Receiving Agency Applications	10
5.	Transaction Overview	10
6.	Data Source Descriptions	11
7.	CLEAR Data Format	12
8.	Clerk of Court Data Format	13
9.	OCJ/Public Defender/CCSO Data Format	14
10.	Contact for Incidents and Daily Operations	15
11.	Performance Requirements/System Responsibilities	16
12.	Transaction Auditing	17

13. Reporting	18
VII. DEFENDANT RESPONSIBILITIES; DISCLOSURE STATEMENTS	18
1. Defendant Responsibilities	18
2. Disclosure Statements	18
VIII. DATA CONDITIONS, SECURITY AND PRIVACY	18
1. Data Conditions	18
2. Confidential Information	19
3. Data Ownership and Control	19
4. FOIA Requests	19
5. Vendor Contracts	19
6. Access Control	19
7. Data Breach	19
IX. EVENTS OF DEFAULT, REMEDIES AND TERMINATION	20
1. Default	20
2. Remedies	20
3. Termination	20
X. NOTICES	20
XI. GENERAL CONDITIONS	20

4

1. Entire Agreement	20
2. Amendments	21
3. Compliance with Laws	21
4. Governing Law; Jurisdiction	21
5. Severability	21
6. Survival	21
7. Force Majeure	21

BACKGROUND AND RECITALS

This Intergovernmental Agreement ("IGA" or "Agreement") sets forth the terms and understanding between the Office of the Chief Judge ("OCJ"), Clerk of the Circuit Court ("Clerk of Court"), Cook County Sheriff's Office ("CCSO"); Cook County Public Defender's Office ("Public Defender"), Bureau of Technology ("BOT") (collectively "Cook County Stakeholders" or "Stakeholders"), and the Chicago Police Department ("CPD") (collectively, "Parties") to implement and manage the Cook County Automated Court Reminder System ("ACRS").

WHEREAS, the Cook County Board established the Cook County Integrated Criminal Justice Information System ("CCICJIS") Committee to "improve public safety and protect the civil liberties of the citizens of Cook County by improving the effectiveness and efficiency of the Cook County criminal justice system"; and

WHEREAS, through the collaborative efforts of the CCICJIS Committee, on September 1, 2014 the Cook County Stakeholders entered into a Memorandum of Agreement in Support of an Integrated Information Sharing Enterprise, providing general principles for the sharing of criminal justice data among the Stakeholders; and

WHEREAS, the ACRS will assist Defendants in making their court appearances, which will subsequently reduce warrants and failures to appear, thereby reducing the financial and social costs of incarceration; and

WHEREAS, the Parties wish to share criminal justice data and responsibilities related to operating the ACRS:

NOW, THEREFORE, the Parties acknowledge and accept all of the provisions stated herein.

II. INCORPORATION OF BACKGROUND AND RECITALS

The Background and Recitals set forth above are incorporated by reference as if fully set forth here.

III. DEFINITIONS

"Criminal Justice Information " or "C.J.I." means data that meets the definition of "Criminal Justice Information" in the most recent version of the Federal Bureau of Investigation's C.I.S Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

6

"Confidential Information" means all non-public information, whether or not marked as "confidential," that is disclosed to a Party pursuant to this Agreement, and includes, but is not limited to, Criminal Justice Information, Telephone Numbers, and information collected in a pretrial interview.

"Data Breach" means a breach in security leading to the accidental or unlawful disclosure or access to Defendant information that is protected by law and is stored or transmitted by the Parties pursuant to this Agreement.

"Defendant" means a person accused in a criminal proceeding in the Circuit Court of Cook County.

"Disclosure Statement" means the statement given to the Defendant of the purpose for collecting the phone number and the ways in which it will and will not be used.

"Telephone Number" means a Defendant's telephone number as well as any collateral contact number(s) (e.g. a family member's telephone number).

IV. TERM

1. Term of Performance. This Agreement takes effect its term shall begin on the date of execution ("Effective Date") of the last signatory hereto and continue for a period of five (5) years or until this Agreement is terminated in accordance with its terms, whichever occurs first.

2. Extension of Term. Upon the expiration of the original five-year term, the Agreement will automatically renew for successive one (1) year terms, unless a Party provides notice that it does not wish to renew. If a Party chooses not to agree to a renewal term, the renewal term will apply to all other Parties.

V. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants that it has full authority to enter into and perform this Agreement, that this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and that this Agreement is fully enforceable in accordance with its terms.

VI. SCOPE OF AGREEMENT

1. ACRS Overview

The ACRS will capture court event data information from the Clerk of Circuit Court KRIMS system and Defendants' contact information and collateral contacts' information from the CPD's Citizen and Law Enforcement Analysis and Reporting (CLEAR) system. This data will be transferred through Cook County's Enterprise Service Bus (ESB) technology. Subsequent data from other Defendant 'initial point of contact' events will be included with these exchanges by the other judiciary partners; OCJ/Adult Probation's Pre-Trial Services system, CCSO's Cook County Offender Management System (CCOMS) jail management system, Public Defender's case management system (e-Defender) (an addendum for e-Defender will be included at a date to be determined after the launch of the new case management system), and a public-facing website to be developed by the Bureau of Technology (BOT). The system will be supported by the ESB, which will retrieve the court event and contact information, and synthesize it into reminders for Defendants, which will be fed to the County's Interactive Voice Response (IVR) System for message delivery. Reminders will correlate to the assigned court docket number rather than individual Defendants (i.e., court reminder phone and text messages will be assigned per case number). An individual with multiple cases who registers through the online portal will register for those cases for which he/she wishes to have reminders. The system is not critical/essential to the operations of the partner agencies. It is a service to be provided to Defendants that may result in cost savings to Cook County.

Business Process Descriptions.

Process Flow step	Narrative illustration of the steps.applied within the court reminder cross-agency process flo>y.i , • '.;^k^:^
Step #1	A person has been arrested and detained by an officer at the LEA police district.
Step #2	The officer begins to process the Defendant to determine bond, if applicable. The officer has completed the Defendant's file and is ready to receive a determination on bond, either an I-Bond from the police station or kept in custody for a judicial bond hearing. All available core identifiers have been established and the Defendant's file is ready for CLEAR.
Step #3	The Defendant's file has been loaded into the Chicago Police Department's (CPD) 1-Clear system.
Step #4	Data elements ofthe Defendant's file are transported to the court reminder's database via ESB with appended elements (i.e. Defendant disclosures for those I-Bonded, court call date and time, court location).
Step #5	The copy ofthe Defendant's file is fed directly to the Cook County Clerk of the Court containing core identifiers. (Note: Defendant files are fed directly to the Court Clerk's KRIM system 3 times per day.)
Step #6	Data elements ofthe Defendant's file are transported to the court reminder's database via ESB with appended elements (i.e. court docket number, court call date and time, court location).
Step #7	Defendant data files are loaded into the Court Reminder IVR system and are married to the Defendant's court call information along with the correct automated call scripts.
Step #8	After the Defendant has posted bond from either Central Bond Court or the local LEA police district, they receive their first court reminder phone call within [J days.
Step #9	The step includes a verification that the Defendant was contacted and understood the message played lor the court reminder, l he step also includes receipt and categorization ofthe results ofthe outbound court reminder phone calls.
Step #10	The call results containing the Defendant's acceptance and acknowledgment are captured and stored for delivery on court reminder status/phone call reports.
Step #11	The call results are delivered to the ACRS Internal Web Portal for view of custom and user requested reports and analysis.
Step #12	The process has ended.

9

3. Data Source Agency Applications.

Office ofthe Chief Judge/Adult Probation	Applicationh?'.i'X'^.^:-X- :'^'XXX^ ::\XX^X■;:
Cook County Sheriff	PSA Application (AS400)
Clerk ofthe Circuit Court	CCOMS
Public Defender	KRIMS
	e-Defender

Chicago Police Department
BOT

CLEAR
Web Portal

4. Data Receiving Agency Applications.

•Agency ;r;?:7K!^^
BOT
BOT

A pplica tion .. ■^MX'M ^^&X^M;?0-t
Automated Reminder System ESB Database
Automated Reminder System IVR Database

5. Transaction Overview.

a. Clerk of Court will create a file with Defendant case number, I R number and court date/time/location daily. The ESB system will read this staging table and create a flat file as defined below. The ESB system will then transmit this fiat file to the ACRS database at the location defined below:

i. Data elements:

- 1) Case number
- 2) IR number
- 3) CB number
- 4) Next court date
- 5) Next court location

ii. Next, court time reminder records will be linked to ease number. If a case is transferred to Criminal felony Court and receives a new case number, the Clerk's staging table will contain a field with the original (municipal) case number and the criminal felony case number.

b. CPD will create a daily file with Defendant name, Defendant CB number, and Defendant telephone number, and possibly RD number, 'l he ESB system will read this staging table and create a fiat file as defined below. The ESB system will then transmit this Hat file to the ACRS database at the location defined below.

c. The OC.) Pretrial Services Department will create a file with Defendant case number and Defendant telephone number daily. The ESB system will read this staging table and create a flat file as defined below. The ESB system will then transmit this Hat file to the ACRS database at the location defined below.

10

ci. CCSO will create a daily tile with Defendant case number, Defendant first name, Defendant last name. Defendant date of birth, and Defendant telephone number. The ESB system will read this staging table and create a flat tile as defined below. The ESB system will then transmit this Hat tile to the ACRS database at the location defined below.

e. Public Defender - In addendum will be included at a later date

f. BOT Website - Defendant or interested party may register for ACRS

g. IVR - Defendant or interested party will receive notice through 1VR.

6. Data Source Descriptions.

a. KEY FIELDS: M- Indicates the master system generating the unique value; R -Indicates that the system contains this data element as a reference, but does not generate the unique value.

i. CPD - CLEAR: RD number (R); CB Number (M); Police Suggested Court -Date (M); Police

- Suggested Court Time (M); Police Suggested Court Location Phone Number
- ii. Clerk of the Circuit Court: Case Number (M) Court Date (M) Court Time (M) Court Location (M)
- iii. OCJ/Adult Probation: Case Number (R); Phone Number
- iv. Sheriff: Case Number (R); Phone Number
- v. PD: Case Number (R); Phone Number
- vi. BoT - (M/R) Phone Numbers; Case Number (R)
- b. INDEXES: NA;
- e. RECORD FLAGGING
 - i. Clerk of Court file contains all future court dates for all active cases.
 - ii. OCJ/Adult Probation Officer will provide Disclosure Statement to Defendant and collect Defendant Telephone Number. Officer will enter PSA Assessment and Interview, Case Number, Telephone Number. A case status will identify the daily interview records and a file generated with all Telephone Numbers meeting the business rules.
 - iii. CCSO data will contain a tag for both releases and current electronic monitoring participants.
 - iv. Public Defender - (In addendum will be included at a later date)
 - v. CPD - CLEAR - After reading the Disclosure Statement and upon Defendant's consent, the lookup keeper will collect a Defendant's Telephone Number. An arrest record status will identify the daily lookup records and a file generated with all Telephone Numbers meeting the business rules.
- d. ENCRYPTION:
 - i. Files: are transferred between the systems using secure encrypted channel, with no encryption to the data itself.

11

- ii. Database: Database and input data are encrypted.
- e. NIEM REQUIREMENTS: There are currently no NIEM requirements or transformations required with regard to this exchange
- f. CM/CRIMINAL HISTORY DATA
 - i. The data set contains CJI DATA in the following fields:
 - a) CaseNo
 - b) Central Booking Number
 - c) RD number

7. CLEAR Data Format.

The County will receive CLEAR data from CPD three times per day in a fixed-length record format that will include at a minimum the data elements below.

CPD-CASE-NO
CPD-KEY.
CPD-CB-NBR
CPD-FINGERPRINT-DATE
CPD-FINGERPRINT-TIME

CPD-ARREST-DTE
FBI Number
CPD-RD-NBR
CPD-1R-NBR
. CPD-PI-IONE N U M B E R
JV2_CPb^AL_IAS-NAME _ ^ _ 02 "CPD-BUSINESS^NAME " ""
"02 CPD-ARREST-OFF-NAME
DOB ~"~ _ J
CPD-DESIRED-COURT-DATE --
CPD-COURT-BRANCH-CA LL.
CPD-COURT-BRANCII
CPD-COURT-CALL

12

8. Clerk of Court Data Format.

The County will receive data from the Clerk's case management system three times per day in a fixed-length record format that will include at a minimum the data elements below.

;C%rk'sjEa^ Case/Docket Number CourtDate
Location (Code Lookup) Person Name
RD Number ~
CBNumber
ArrestingAgency Code(NCIC code - Arresting agency
identifier)
IR
SID
^ ArrestDate FBI Number
IX)H
Court Call

9. OCJ/Public Defender/CCSO Data Format.

The County will receive from CPD. at a minimum, the data elements below three times per day in a fixed-length record format.

<i>Data Element</i>	<i>Required/Optional</i>	<i>Input</i>
AgencyID	Required	
AgencyName	Required	
Case/Docket Number	Required	
FirstName	Required	
MiddleName	Optional	
LastName	Required	
GivenName		
CBNumber	Optional	
LanguageCode	Optional	Default language 'EN'
PhoneType1	Required	Land, Cell
PhoneNumber1	Required	
IsTextOkay1	Optional	Default 'N'
PhoneType2	Required	Land, Cell
PhoneNumber2	Required	
IsTextOkay2	Optional	Default 'N'
PhoneType3	Required	Land, Cell
PhoneNumber3	Required	
IsTextOkay3	Optional	Default 'N'
Email Address	Optional	Default 'None'
RON umber	Optional	

DOB Required

14

10. Contact for incidents and Daily Operations

,; Clerk of Court ... : ...i-■ .vj^:?:;.^'■■■'^-^I-J&c'^^v^-"^"..V;. X ■ .;
Daily Operations ■■■■
Chief Information Officer (or designee) (312) Same
603-5477

Michael Tomasiello
michael.tomasiello@chicagopolice.org
<mailto:michael.tomasiello@chicagopolice.org>
(312)745-5083 Robert Baniewicz
robert.baniewicz@chicagopolice.org
<mailto:robert.baniewicz@chicagopolice.org>
(312)745-5545 Steve Maris, Director
steve.maris@chicagopolice.org
<mailto:steve.maris@chicagopolice.org>(312)
745-5047

OCJ

Daily Operations
MIS helpdesk (312)603-1900

Escalation
Michael Carroll
michael.carroll@cookcountyil.gov
<mailto:michael.carroll@cookcountyil.gov>(312)
603-1954

Public Defender

Daily Operations
Keith Ahmad First Assistant Public Defender
keith.ahmad@cookcountyil.gov
<mailto:keith.ahmad@cookcountyil.gov>(312)
603-0696

Escalation
Amy E. Thompson Deputy of Support
amy.lhompson@cookcountyil.gin'
<mailto:amy.lhompson@cookcountyil.gin'>
(212)603-0708

y Ddily^Operations' XJ-^X'X-^^X-^y^^

BOT Helpdesk (312) 603-1390

Derrick Thomas Dir., Application Dev. and
Management derrick.thomas@cookcountyil.gov
<mailto:derrick.thomas@cookcountyil.gov>
(312) 603-3120

Nick Tinsley - Data Integration Specialist

alfred.tinsley@cookcountyil.gov

<mailto:alfred.tinsley@cookcountyil.gov>(773) 674-5785

Scott Jakubowski - Deputy Director

scott.jakubowski@cookcountyil.gov

<mailto:scott.jakubowski@cookcountyil.gov>
(773) 674-8571

11. Performance Requirements/System Responsibilities.

a. CPD Staging Table

- i. CPD shall be responsible for maintaining and ensuring availability of the staging table to the ESB system, excluding any network communications not under the direct control of CPD;
- ii. CPD shall be responsible for ensuring all candidate records are validated and updated correctly from the CPD system into the staging table according to the operational timing set forth above;
- iii. CPD is responsible for notifying BOT in the event that candidate data is not updated according to schedule or the staging table is inaccessible due to issues directly under CPD's control;

b. OCJ/Adult Probation Staging table

- i. OCJ shall be responsible for maintaining and ensuring availability of the staging table to the ESB system, excluding any network communications not under the direct control of OCJ;
- ii. OCJ shall be responsible for ensuring all candidate records are validated and updated correctly from the OCJ system into the staging table according to the operational timing set forth above;

- iii. OCJ is responsible for notifying BOT in the event that candidate data is not updated according to schedule or the staging table is inaccessible due to issues directly under OCJ's control;

c. PD Staging table

- i. PD shall be responsible for maintaining and ensuring availability of the staging table to the ESB system, excluding any network communications not under the direct control of PD;

- ii. PD shall be responsible for ensuring all candidate records are validated and updated correctly from the PD system into the staging table according to the operational timing set forth above;
- iii. PD is responsible for notifying BOT in the event that candidate data is not updated according to schedule or the staging table is inaccessible due to issues directly under PD's control;
- d. CCSO Staging Table
 - iv. CCSO shall be responsible for maintaining and ensuring availability of the staging table to the ESB system, excluding any network communications not under the direct control of CCSO;
 - v. CCSO shall be responsible for ensuring all candidate records are validated and updated correctly from the CCSO system into the staging table according to the operational timing set forth above;
 - vi. CCSO is responsible for notifying BOT in the event that candidate data is not updated according to schedule or the staging table is inaccessible due to issues directly under CCSO's control;
- e. ESB System
 - i. BOT shall be responsible for ensuring the correct operation of the ESB according to the requirements set forth in this IGA and its exhibits;
 - ii. BOT shall be responsible for notifying Parties in the event the ESB is unavailable for any reason;
- f. Network. BOT is responsible for notifying Parties in the event of any malfunction or technical failure impacting the accessibility of any system beyond the direct control of Clerk of Court.

12. Transaction Auditing.

The ESB shall audit the following transaction points and report success/failure to the personnel identified under Points of Contact above:

- a. Staging Systems Available
- b. Data Present in Staging
- c. ESB Ready to Consume Staging Data
- d. ESB Consumes Staging Data Without Error - Validation Restricted to Data-Type Conformity Only

17

- e. ESB Executes Any Required Transformations on Staging Data
- f. ESB Renders Staging Data into Flat File
- g. ESB Deposits Flat File to IVR

h. ESB Logs Success/Fail on Each of Above Transactions 13. Reporting.

The Parties will cooperate to develop reporting guidelines and will produce reports regarding relevant data fields no less than once quarterly.

VII. DEFENDANT RESPONSIBILITIES; DISCLOSURE STATEMENTS

1. Defendant Responsibilities. ACRS reminders have no legal effect. A reminder message is not proof that a Defendant has notice of a hearing. Where the content of the reminder conflicts with the content of the Defendant's bond slip, the Defendant must rely on the bond slip.

2. Disclosure Statements. Parties collecting Defendant information, including Telephone Number, and consents to

participate in ACRS will collaborate to develop standards for Disclosure Statements. Disclosure Statements must provide notice on the way(s) Defendant information will be used and should be drafted in a manner not to discourage participation in ACRS.

VIII. **DATA CONDITIONS, SECURITY AND PRIVACY 1. Data Conditions.**

- a. Defendant contact files and results of contacts are not part of the court record.
- b. Defendant Telephone Numbers will be used solely for the purpose of reminding Defendants and collateral contacts of next court date, time, and location.
- c. Files linking Defendant Telephone Number and court information will be deleted one (1) year after the most recent reminder call/text.
- d. Under the Illinois Pretrial Services Act (725 ILCS 185/0.01, et .very.), information collected in a pretrial interview is confidential. Telephone Numbers shall be stored in the ACRS database and used only to contact Defendants who consent to this use of the information. No other information from the pretrial interview shall be stored or accessed by the system.

18

2. Confidential Information.

- e. General. All Parties must maintain the confidentiality and security of Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage.
 - f. Pretrial Information. Under the Illinois Pretrial Services Act (725 ILCS 185/0.01, et seg.) information collected in a pretrial interview is confidential. Telephone Numbers shall be stored in the ACRS database and used only to contact Defendants who consent to this use of the information. No other information from the pretrial interview shall be stored or accessed by the system.
 - g. Acceptable Use. The Parties may use Confidential Information only for the purposes of this Agreement.
3. Data Ownership and Control. Data shall be considered to remain under the control of the agency from which the data originated.
4. FOIA Requests. A Party in receipt of a FOIA or other information request requiring the tendering of data comprised in part of an originating Party's data is not required to notify the originating Party of the disclosure requirement. It is strongly recommended that the receiving Party promptly notify the originating Party of all such information requests.
5. Vendor Contracts. All contracts between a Party and a third-party vendor to store or process criminal justice

information related to ACRS must require vendor compliance with all applicable laws relating to Criminal Justice Information.

6. Access Control. All parties will implement access control practices to restrict access to criminal justice information transmitted by the Parties pursuant to this Agreement to only personnel necessary for implementation, maintenance and performance of ACRS.

7. **Data Breach.**

- a. Notice to other Parties. Upon discovery of a Data Breach, a Party must provide prompt written notice to all other Parties. The discovering Party must provide notice of a Data Breach no later than one (1) business day following discovery of the Data Breach.

19

- b. Remediation Responsibilities. Upon receiving notice of a Data Breach, the Parties must promptly meet and cooperate to determine the nature and cause of the Data Breach, the persons impacted, the actions necessary to remediate the Data Breach, and the Parties' notification responsibilities to impacted persons.

- c. Notification. The Parties must promptly provide all notice required by law to all persons impacted by a Data Breach.

IX. **EVENTS OF DEFAULT, REMEDIES AND TERMINATION**

1. Default. A Party shall be in Default under this Agreement if the Party fails to perform, in any material respect, any of its obligations set forth in this Agreement, and such failure is not excused by any provision of this Agreement and continues un-remedied for a period of thirty (30) days following written notice from the non-breaching Party, provided that if the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has commenced to cure, there shall be no Default so long as the Party thereafter diligently continues such cure to completion.

2. Remedies. Upon the occurrence of a Default, the non-breaching Party shall have the right, subject to the express limitations contained in this Agreement, to pursue any and all legal or equitable remedies it may have against the Defaulting Party including, without limitation, the right to seek injunctive relief to prevent the Defaulting Party from continuing to Default its obligations under this Agreement and the right to declare a termination of this Agreement.

3. Termination. Any Party may terminate their participation in this Agreement at any time by providing at least thirty (30) days' prior written notice to the other Parties.

X. **NOTICES**

All Notices provided pursuant to this Agreement must be (a) in writing; (b) delivered by e-mail, personal delivery, or sent by commercial delivery service or certified mail, return receipt requested; (c) deemed to have been given on the date of personal delivery, the date of transmission and receipt of facsimile transmissions, or the delivery date set forth in the

records of the delivery service or on the return receipt; and (d) addressed to the individuals who signed this IGA or an individual designated by them.

XI. GENERAL CONDITIONS

1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous understandings, commitments or representations, whether oral or written, concerning the subject matter.

20

2. Amendments. The Parties may, during the term of this Agreement, make amendments only by agreement of all Parties in writing.

3. Compliance with Laws. The Parties shall 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 the Agreement.

4. Governing Law; Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of Illinois. Any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and the Parties consent and submit to the jurisdiction thereof.

5. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Furthermore, if any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent in a particular jurisdiction, such provision shall remain valid and enforceable to the extent permitted in other jurisdictions.

6. Survival. The confidentiality provisions set forth in Section VII of this Agreement ("Data Conditions, Security, and Privacy") shall survive the termination of this Agreement.

7. Force Majeure.

a. Force Majeure Events. Notwithstanding any other provision of this Agreement, no Party shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage, resulting from a force majeure event. For purposes of this Agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.

b. Response to Force Majeure Events. If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Parties of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit

damages to the other Parties and to resume its performance under this Agreement.

21

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

Chicago Police Department:

Eddie T. Johnson Superintendent of Police

Cook County:

Toni Preckwinkle

President, Cook County Board of Commissioners Attest:

Hon. Timothy C. Evans
Chief Judge, Circuit Court of Cook County

Dorothy Brown
Clerk of the Circuit Court of Cook County

Thomas J. Dart Cook County Sheriff

22

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 13, 2017

TO THE HONORABLE, THE CITY COUNCIL OF THE
CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the County of Cook regarding data sharing.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

CHICAGO, January 17, 2018

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an Ordinance authorizing the execution of an intergovernmental agreement between the County of Cook and the City of Chicago necessary for participation in and the implementation of the Automated Court Reminder System (ACRS) Data Sharing and Operation; and having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the Ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Carrie M. Austin Chairman

Mayoral Signature Request - Friday, January 15, 2018

