



# Office of the City Clerk



O2012-5387

Office of the City Clerk

## City Council Document Tracking Sheet

**Meeting Date:** 7/25/2012

**Sponsor(s):** Emanuel, Rahm (Mayor)

**Type:** Ordinance

**Title:** Intergovernmental agreement with Illinois Secretary of State and City of Chicago Department of Streets and Sanitation for access to certain motor vehicle title and registration information for towing and impoundment purposes

**Committee(s) Assignment:** Committee on Budget and Government Operations



DEPARTMENT OF STREETS AND SANITATION  
CITY OF CHICAGO

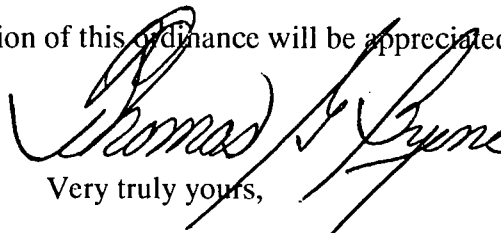
July 19, 2012

TO THE HONORABLE, THE CHAIRMAN AND  
MEMBERS OF THE CITY COUNCIL COMMITTEE ON  
THE BUDGET AND GOVERNMENT OPERATIONS

Ladies and Gentlemen:

I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Secretary of State.

Your favorable consideration of this ordinance will be appreciated.

  
Very truly yours,

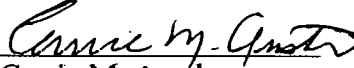
CHICAGO, July 25, 2012

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 Illinois Secretary of State and the City of Chicago Department of Streets and Sanitation necessary for access to certain motor vehicle title and registration information for towing and impoundment purposes; 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.

~~members of the Committee with~~ ~~dissenting vote(s).~~

(Signed)   
Carrie M. Austin  
Chairman

## ORDINANCE

**WHEREAS**, the City of Chicago (the "City"), is a 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**, the Office of the Secretary of State of Illinois (the "SOS") is an agency of the State of Illinois and is authorized under the laws of the State of Illinois to maintain, through its Vehicle Services Department, computer records regarding motor vehicle ownership and registration; and

**WHEREAS**, the City, through its Department of Streets and Sanitation (the "Department"), is charged with the responsibility of towing or relocating vehicles to keep City streets clear during natural and man-made emergencies, to curtail the parking of suspicious vehicles around sensitive areas within the City, and to enforce parking and vehicle operation ordinances and statutes; and

**WHEREAS**, the Department wishes to utilize the SOS motor vehicle information to verify vehicle owner identification and vehicle history necessary to notify owners of that their vehicles have been impounded; and

**WHEREAS**, the SOS has decided to allow the Department to access and/or purchase such motor vehicle information, subject to certain confidentiality requirements; and

**WHEREAS**, the City and the SOS wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit A (the "Agreement") whereby the SOS shall allow the Department to access and/or purchase certain motor vehicle information for use in validating the ownership of impounded vehicles; now, therefore,

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

**SECTION 1.** The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

**SECTION 2.** The Commissioner of the Department ("Commissioner"), or designee, is authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Agreement, and specifically with the indemnity provisions contained therein, and such other documents as are necessary, between the City and the SOS, which Agreement may contain such changes, deletions or insertions as shall be approved the parties executing the same on the part of the City.

**SECTION 3.** The Commissioner, or designee, is further authorized, with the approval of the City's Corporation Counsel as to form and legality, to renew or extend the term of the Agreement beyond its original termination date, to amend the agreement to allow the Department to access and/or purchase any additional driver or vehicle information maintained by the SOS, as authorized by the SOS, deemed necessary or appropriate by the Department for verifying ownership of impounded vehicles, and to execute and deliver the renewed, extended or amended Agreement, and such other documents as are necessary, between the City and the SOS, which renewed, extended or amended Agreement may contain such other terms as are deemed necessary or

appropriate by the parties executing the same on the part of the City.

**SECTION 4.** 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 other provisions of this ordinance.

**SECTION 5.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

APPROVED  
*Walter R. Patten*  
CORPORATION COUNSEL

APPROVED  
*Robert Emmanuel*  
MAYOR  
*July 25, 2012*

**EXHIBIT A TO THE ORDINANCE**

**(see attached)**

**AGREEMENT FOR PURCHASE BY  
CITY OF CHICAGO DEPARTMENT OF STREETS AND SANITATION  
OF COMPUTER STORED INFORMATION OF THE ILLINOIS SECRETARY OF STATE**

1. This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between Jesse White, Secretary of State of Illinois, in his official capacity and not as an individual, with his principal address at 312 Howlett Building, Springfield, Illinois 62756, hereinafter known as "SOS", and the City of Chicago Department of Streets and Sanitation, 121 North LaSalle Street, Room 700, Chicago, Illinois 60602, hereinafter known as "Purchaser." This Agreement shall remain in effect for two (2) years from the above date.
2. Purchaser applies to SOS, and SOS agrees to provide to Purchaser, information from the SOS computer files, specifically, vehicle ownership data limited to name, address, vehicle make, model, license plate, and lienholder, if any, to match Vehicle Identification Numbers of vehicles submitted to SOS by Purchaser, as outlined in Exhibit A to this Agreement.
3. Purchaser agrees to pay all applicable statutory fees in effect, and currently prescribed by 625 ILCS 5/2-123 of the Illinois Vehicle Code entitled, "Sale and Distribution of Information" and 92 Ill. Adm. Code 1002. The actual cost of said information is to be specified in a separate communication between the parties and determined when SOS has completed the requested work. Payment shall be made to SOS before delivery of the information to the Purchaser and shall be made by cash, certified check, money order or government check.
4. The requested information shall be furnished to Purchaser on a computer-processible media as prescribed by SOS and furnished by Purchaser to SOS for transference from SOS computer files. Purchaser shall pay all postage and handling costs, if any, for the transfer of the media to and from SOS.
5. Purchaser warrants that the use of SOS data is in accordance with Illinois and Federal law. Purchaser shall furnish a certified statement (in the form of a sworn and notarized affidavit) setting forth the specific uses being made of the information received from and subject to the approval of SOS, which shall be incorporated into this Agreement as Exhibit A. Further, Purchaser agrees to neither deviate from nor alter the certified statement of specific uses without the prior express written consent of SOS.
6. Purchaser agrees that information received will not be made available to other persons, firms, corporations, partnerships or other entities without the prior express written consent of SOS.
7. Pursuant to 92 Illinois Administrative Code 1002.60, should Purchaser redisclose any personal information obtained from SOS in any manner allowed under this Agreement, Purchaser shall, for a minimum of five (5) years, keep records identifying each person or entity that received such information and the permitted purpose for which the information was disclosed. Purchaser will make said records available to SOS upon request by SOS.
8. Breach by Purchaser of any of the provisions contained in this Agreement shall be deemed a material breach of this Agreement.
9. This Agreement authorizes SOS or its representatives access to Purchasers' computer systems to audit, verify, and assess security controls. Failure to provide adequate security controls is a material breach and cause for immediate termination of the Agreement.
10. All information furnished by SOS to Purchaser is for the EXCLUSIVE use of the Purchaser and shall not be provided to anyone not a party to this Agreement without the prior express written consent of SOS. This paragraph does not prohibit Purchaser from using the information in the manner set forth in its certified statement. PURCHASER WILL ABIDE BY AND IS SUBJECT TO THE PRIVACY GUIDELINES IN THE DRIVER'S PRIVACY PROTECTION ACT, 18 USC 2721, ET SEQ. BREACH OF THIS PROHIBITION WILL BE DEEMED A MATERIAL BREACH AND WILL RESULT IN THE DENIAL OF THE SALE OF INFORMATION TO THE PURCHASER FOR A TERM OF 5 YEARS. Purchaser agrees that each of the employees designated by Purchaser who will be granted access to SOS information will be given a copy of the Driver's Privacy Protection Act describing the limitation on the dissemination of this information and of the civil and criminal penalties for violating the Driver's Privacy Protection Act. Each designated employee shall certify, in writing, compliance with the Driver's Privacy Protection Act. Said Certification and Driver's Privacy Protection Act are attached for Purchaser to copy and disseminate to all designated employees who will have access to said confidential information. Signed copies of the Certification shall be returned to: Irene Lyons, General Counsel, Illinois Secretary of State, 100 W.



Randolph, 5<sup>th</sup> Floor, Chicago, Illinois 60601. Access will not be granted until all designated employees of Purchaser have signed and returned the Certification to the Illinois Secretary of State General Counsel.

11. Purchaser agrees not to use, sell, furnish, or otherwise make available any information supplied by SOS pursuant to this Agreement for commercial solicitation purposes, to contact individuals for advertising, offering for sale, marketing or sale of products or services; or identifying potential employees, except for the United States Armed Forces; or to update, enhance or verify any information that may then be sold, offered or otherwise distributed to any user to directly or indirectly use such information to contact individuals for advertising, offering for sale, marketing or sale of products or services as set forth by 92 Illinois Administrative Code 1002.42. A violation of this provision shall result in SOS's denial of sale of information to Purchaser for a term of 5 years and a fine of up to \$10,000.
12. Purchaser agrees to indemnify and hold SOS, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witness' fees, and expenses incident thereto, relating to unauthorized access to and/or release of personal information resulting from the acts, omissions, negligence or misconduct of Purchaser, its employees, agents or subcontractors in the performance of this Agreement. Should Purchaser misuse any SOS resources or have a breach of any of its security systems that compromises the security of SOS resources that results in SOS having to notify its customers of the misuse or compromise of their information, Purchaser shall bear all costs associated with said notification and breach. Seeker must immediately report any unauthorized use or misuse of SOS information, as well as any breach of Seeker's security system that may involve SOS information, to SOS by contacting the Secretary of State Inspector General's Office (217/785-2012) and the Office of the General Counsel (217/785-3094).
13. In no case shall SOS give any refund of any purchase price once SOS has completed the work contracted for by Purchaser and presented the information to Purchaser.
14. This Agreement is subject to the rules outlined in 92 Illinois Administrative Code 1002 and all relevant sections of the Illinois Vehicle Code and shall be interpreted in accordance with the laws of the State of Illinois, U.S.A. Purchaser agrees that any dispute arising under this Agreement that cannot be resolved amicably among the parties shall be submitted to the State of Illinois Court of Claims; to which jurisdiction Purchaser hereby submits.
15. The terms and conditions of paragraphs 6, 7, 9, 10, 11, 12, and this paragraph are substantive provisions constituting the essence of the Agreement and the obligations of the parties. These provisions shall survive termination of this Agreement until discharged by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed individually or by their duly authorized officers:

DATE: \_\_\_\_\_

CITY OF CHICAGO DEPARTMENT OF  
STREETS AND SANITATION

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Print Name

DATE: \_\_\_\_\_

STATE OF ILLINOIS  
SECRETARY OF STATE

Reviewed for Legal Sufficiency:

\_\_\_\_\_  
Ernie Dannenberger  
Director of Vehicle Services

\_\_\_\_\_  
Irene Lyons  
General Counsel, Secretary of State

**CERTIFICATION BY EMPLOYEES OF THE CITY OF CHICAGO  
DEPARTMENT OF STREETS AND SANITATION REGARDING ACCESS TO  
AND USE OF COMPUTER STORED INFORMATION OF THE ILLINOIS SECRETARY OF STATE**

1. This Certification is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, an employee of the City of Chicago Department of Streets and Sanitation.
2. Employee certifies that he/she will only access the Illinois Secretary of State ("SOS") Driver Services and Vehicle Services databases in connection with his/her duties and responsibilities as an employee of the City of Chicago Department of Streets and Sanitation.
3. Upon termination of employment with the City of Chicago Department of Streets and Sanitation, employee shall immediately cease using his/her access and promptly return his/her access device or password, if any.
4. Employee acknowledges that the information is confidential and agrees that information received will not be made available to other persons, firms, corporations, partnerships or other entities, except only as required in executing his/her duties.
5. **EMPLOYEE WILL ABIDE BY AND IS SUBJECT TO THE PRIVACY GUIDELINES IN THE DRIVER'S PRIVACY PROTECTION ACT, 18 USC § 2721, ET SEQ., AS ATTACHED.**
6. Should employee breach this Agreement, and/or violate the Driver's Privacy Protection Act, employee understands that he/she shall be subject to civil and criminal penalties.
7. Employee shall be responsible for any costs SOS incurs in relation to notifying SOS customers of any unauthorized access and/or damages associated with improper use of the information caused by employee.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

STATE OF ILLINOIS  
SECRETARY OF STATE

\_\_\_\_\_  
Irene Lyons, General Counsel

\_\_\_\_\_  
Date

APPROVED  
*Michael R. Altman*  
CORPORATION COUNSEL

APPROVED  
*Robert Emmet S. P.*  
Mayor  
July 25, 2012