



Office of the Chicago City  
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City Council Document Tracking Sheet

<b>Meeting Date:</b>	6/6/2012
<b>Sponsor(s):</b>	Emanuel, Rahm (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Intergovernmental agreement with Illinois Secretary of State
<b>Committee(s) Assignment:</b>	Committee on Workforce Development and Audit

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OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 6, 2012

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

Ladies and Gentlemen:

At the request of the Commissioner of Human Resources, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Illinois Secretary of State.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## **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 Human Resources ("DHR"), is charged with the responsibility of validating City employees' driver licenses, as well as the drivers' licenses of taxi drivers registered with the City's Department of Business Affairs and Consumer Protection; and

**WHEREAS**, DHR wishes to utilize the SOS motor vehicle information to verify that City employees who are required to drive as part of their job responsibilities have a current and valid drivers' license; and

**WHEREAS**, in addition, DHR wishes to utilize the SOS motor vehicle information to verify that taxi drivers who are registered with the City have a valid license and are not driving under a revoked, suspended, or expired license; and

**WHEREAS**, the SOS has decided to allow DHR to 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 DHR to purchase certain motor vehicle information for use in validating the drivers' licenses of employees and taxi drivers; 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 DHR ("Commissioner"), or designee, is authorized to execute and deliver the Agreement, and specifically with the indemnity provisions contained therein, and such other documents as are necessary, between the City of Chicago and the Office of the Secretary of State of Illinois, which 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 3.** The Commissioner, or designee, is further authorized, in accordance with the provisions of the Agreement, to renew or extend the term of the Agreement beyond its original termination date, and to execute and deliver the renewed or extended Agreement, and such other documents as are necessary, between the City of Chicago and the Office of the Secretary of State of Illinois, which renewed or extended 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.

## **EXHIBIT A TO THE ORDINANCE**

### **AGREEMENT FOR PURCHASE BY CITY OF CHICAGO, DEPARTMENT OF HUMAN RESOURCES TO RECEIVE COMPUTER STORED INFORMATION OF THE ILLINOIS SECRETARY OF STATE**

1. This Agreement is made between Jesse White, Secretary of State of Illinois, in his official capacity and not as an individual, with his principal address at 298 Howlett Building, Springfield Illinois 62756, hereinafter known as "SOS", and the City of Chicago, Department of Human Resources, with its principal address at 121 North LaSalle Street, Room 1100, Chicago, Illinois 60602, hereinafter known as the "Purchaser".
2. The Purchaser applies to receive from SOS, and SOS agrees to provide to Purchaser, information from the SOS computer files, said information being: First, middle and last name, suffix (if applicable), driver's license number, complete address, classification and stops in effect, as outlined in Exhibit A of this Agreement.
3. The 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 1002.30. 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 company check.
4. 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.
5. The requested information shall be furnished to the Purchaser on a computer-processible media as prescribed by SOS and furnished by Purchaser to SOS for transference from SOS computer files.
6. Purchaser represents that this request for information is in accordance with Federal and Illinois 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 neither to deviate from nor to alter the certified statement of specific uses without the prior express written consent of SOS. This Agreement authorizes SOS or its representative to audit Purchaser, including any and all computer systems and documents to verify that the data is being used only in accordance with the certified statement.
7. Purchaser must immediately report any unauthorized use or misuse of SOS information, as well as any breach of Purchaser'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).
8. Purchaser agrees that it will obtain the information from SOS on an "AS IS" basis.

Purchaser acknowledges the information is compiled by SOS as required by statute for its own public purposes and that by providing such information to Purchaser pursuant to this Agreement, SOS is providing information convenient to Purchaser. SOS assumes no responsibility for the accuracy of the information and disclaims any liability for damages, costs and/or expenses, including, without limitation, consequential damages, arising or resulting from any inaccurate information.

9. Purchaser agrees that information received from SOS will not be made available to other persons, firms, corporations, partnerships, members of the public or persons outside the employ or direct control of the Purchaser or other entities without the prior express written consent of SOS.
10. Pursuant to 92 Illinois Administrative Code 1002.60, should Purchaser sell or disclose 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. Upon request by SOS, Purchaser shall make said records available.
11. While some of the information SOS provides to Purchaser is considered public information, some of the material to which Purchaser is entitled is considered personally identifying information, the dissemination of which is limited by the Federal Drivers Privacy Protection Act, 18 USC 2721 et. seq., the Illinois Vehicle Code, 625 ILCS 5/2-123 and the Illinois Administrative Code, Part 1002. Purchaser acknowledges that the improper dissemination of personally identifying information is a violation of the Federal Drivers Privacy Protect Act and that any individual who violates this Act is subject to criminal prosecution, fines and civil penalties of \$2,500 for each improper disclosure of information. Thus, 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. Purchaser agrees that each of its officers and employees who will be given access to SOS data will be informed, in writing, of the limitations on the dissemination of this information and of the civil and criminal penalties for violating the Federal Driver's Privacy Protection Act. Each officer and employee shall acknowledge, in writing, the receipt of this information. BREACH OF THIS PROHIBITION WILL BE DEEMED A MATERIAL BREACH AND WILL RESULT IN THE DENIAL OF SALE INFORMATION TO THE PURCHASER FOR A TERM OF 5 YEARS.
12. 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 which 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.
13. A breach of paragraphs 3, 6, 7, 9, 10 or 11 will be deemed a material breach and will result in the immediate termination of this Agreement.

14. This Agreement is subject to the rules outlined in 92 Illinois Administrative Code 1002, all relevant sections of the Illinois Vehicle Code, the Federal Drivers Privacy Protection Act, 18 USC 2721 et. seq. and the Federal Fair Credit Reporting Act, 15 USC 1681 et. seq. This Agreement 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 which cannot be resolved amicably among the parties shall be submitted to a court of competent jurisdiction in the State of Illinois, to which jurisdiction Purchaser hereby submits.
15. This Agreement shall continue in effect until termination by either party pursuant to the terms hereof, or until the breach of any of the terms and conditions of this Agreement, or by two (2) years from the effective date set out at the end hereof, whichever comes first.
16. The parties shall each have the right to terminate this Agreement without cause upon five (5) days prior written notice to the other party.
17. Purchaser agrees to indemnify and hold the State, 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 witnesses' fees, and expenses incident thereto, relating to the unauthorized access to and/or release or misuse of information resulting from the acts or omissions, including negligence or misconduct of Purchaser, its employees, agent or subcontractors in the performance of this Agreement. Should Purchaser misuse any SOS information or have a breach of its security systems that comprises the security of SOS information which 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer:

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

CITY OF CHICAGO, DEPARTMENT OF  
HUMAN RESOURCES

\_\_\_\_\_  
Soo Choi, Commissioner

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

STATE OF ILLINOIS  
SECRETARY OF STATE

\_\_\_\_\_  
Michael J. Mayer  
Director, Driver Services Department

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

STATE OF ILLINOIS  
SECRETARY OF STATE

\_\_\_\_\_  
Jesse White  
Illinois Secretary of State

Reviewed for Legal Sufficiency:

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

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



**SUBEXHIBIT A TO THE AGREEMENT**

**CERTIFICATION BY EMPLOYEES OF CITY OF CHICAGO, DEPARTMENT OF HUMAN  
RESOURCES 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 City of Chicago, Department of Human Resources.
2. Employee certifies that he/she will only access the Illinois Secretary of State ("SOS") Driver  
Services database in connection with his/her duties and responsibilities as an employee of  
City of Chicago, Department of Human Resources.
3. Upon termination of employment with City of Chicago, Department of Human Resources,  
employee shall immediately cease using his/her access and promptly return his/her access  
device or password, if any.
4. Employee agrees that information received will not be made available to other persons,  
firms, corporations, partnerships or other entities outside employment with City of Chicago,  
Department of Human Resources and acknowledges that the information is confidential.
5. EMPLOYEE WILL ABIDE BY AND IS SUBJECT TO THE PRIVACY GUIDELINES IN THE  
DRIVER'S PRIVACY PROTECTION ACT, 18 USC § 2721, ET SEQ.
6. EMPLOYEE WILL ABIDE BY AND IS SUBJECT TO THE FAIR CREDIT REPORTING ACT,  
15 USC § 1681, ET SEQ.
7. Should employee breach or make any misrepresentations with respect to this Agreement,  
and/or violate either the Driver's Privacy Protection Act or the Fair Credit Reporting Act,  
employee understands that he/she shall be subject to civil and criminal penalties.
8. Employee shall be responsible for any costs SOS incurs with relation to notifying SOS  
customers of the unauthorized access and/or damages associated with improper use of its  
information.

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature of notary public

STATE OF ILLINOIS  
SECRETARY OF STATE

(Seal)

\_\_\_\_\_  
Date

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