

Resolution # 10-1

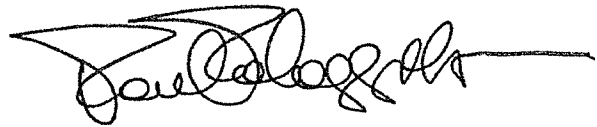
WHEREAS, the Sangamon County Circuit Clerk is responsible for the record keeping of the traffic citations issued in Sangamon County; and,

WHEREAS, the Illinois Secretary of State maintains driver's information for the licensed drivers in the State of Illinois; and

WHEREAS, the Sangamon County Circuit Clerk desires to enter the most accurate data for said traffic citations; and

WHEREAS, the Sangamon County Circuit Clerk desires to renew the Intergovernmental Agreement with Illinois Secretary of State for data access;

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 8th day of June, 2021, hereby accepts the Intergovernmental Agreement from Illinois Secretary of State and authorizes the Circuit Clerk to renew said agreement.



Paul Palazzolo, Clerk of the Circuit Court

Approved by the Courts Committee _____,

Chairman

Chairman, Sangamon County Board

ATTEST:

FILED County Clerk

MAY 26 2021


Sangamon County Clerk

RECEIVED
2660

MAY 26 2021

Andy Goleman
SANGAMON COUNTY AUDITOR

**DATA ACCESS AGREEMENT
BETWEEN THE
SANGAMON COUNTY, OFFICE OF THE CLERK OF THE CIRCUIT COURT
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 2701 South Dirksen Parkway, Springfield, Illinois, 62723 hereinafter known as "SOS", and Sangamon County, Office of the Clerk of the Circuit Court, with its principal address at 200 South 9th Street, Springfield, Illinois 62705 hereinafter known as "Seeker" and Seeker and SOS are collectively known as the "Parties" and each a "Party."
2. Seeker requests from SOS, and SOS agrees to furnish to Seeker, information from the SOS computer files, said information being: Driver's license number, driver's license issue date, name, address, city, zip code, sex, date of birth, eye color, hair color, height, weight, expiration date, county code and CDL status for all valid Illinois driver's licenses in Sangamon, Menard, Morgan, Christian, Logan, Montgomery, Macon and Macoupin counties.
3. SOS may furnish driver data, at no fee, once every six (6) months, to a local governmental agency that uses such information to transmit data back to SOS, in furtherance of the maintenance of accurate driving records. Should Seeker request a third or subsequent transfer of information from the SOS computer files, then Seeker agrees to pay all applicable statutory fees in effect, and currently prescribed by 625 ILCS 5/2-123 of the Illinois Vehicle Code ("IVC") entitled, "Sale and Distribution of Information" and 92 Ill. Adm. Code 1002.30. At that time, the actual cost of said additional information shall 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 said additional information to Seeker and shall be made by certified check, money order or government check.
4. Seeker agrees that it shall obtain the information from SOS on an "AS IS" basis. Seeker acknowledges the information is compiled by SOS as required by statute for its own public purposes and that by providing such information to Seeker pursuant to this Agreement, SOS is providing information convenient to Seeker. 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.
5. The requested information shall be furnished to Seeker from SOS computer files via Secure File Transfer Protocol ("SFTP").
6. Seeker represents that this request for information is in accordance with Federal and Illinois laws. Seeker shall furnish a Certified Statement of Use(s) (in the form of a sworn and notarized affidavit) setting forth the specific uses being made of the information received and subject to the approval of SOS, which shall be incorporated into this Agreement as Exhibit A. Further, Seeker agrees neither to deviate from nor to alter the Certified Statement of Use(s) without the prior express written consent of SOS. This Agreement authorizes SOS or its representative to audit Seeker, including any and all computer systems and documents to verify that the data is being used only in accordance with the Certified Statement of Use(s).

7. Prior to execution of this Agreement and upon request, Seeker shall provide to SOS the names, addresses and phone numbers of all persons responsible for managing and/or handling SOS data or otherwise executing the provisions of this Agreement on behalf of the Seeker. When the Seeker no longer employs an officer or employee, Seeker must immediately notify SOS to terminate access. Breach of the provisions of this paragraph shall be deemed a material breach and will result in this Agreement being terminated by SOS.
8. Seeker shall take reasonable measures, in accordance with industry-recognized leading practices, necessary to prevent the unauthorized use and disclosure of SOS information and to prevent unauthorized persons or entities from obtaining or using such information. Seeker shall be liable for any unauthorized use and disclosure of SOS data. This includes, but is not limited to: data breaches, accessing the database(s) without authority, allowing unauthorized persons to access the database(s) or allowing any unauthorized person to view SOS information or altering any existing SOS information in any form. Seeker must immediately report any unauthorized use or misuse of SOS information, including any breach of Seeker's security system that may involve SOS information, to SOS, via telephone and in writing, by contacting both the Secretary of State Department of Information Technology (217/558-0049 and 217/557-9000) and the Office of the General Counsel (217/785-3094). If an actual or suspected breach involves SOS information, the notification must include all names, addresses, driver's license numbers and/or identification card numbers of the files Seeker knows or has reason to believe may have been accessed. Furthermore, in accordance with the PIPA, Seeker shall notify Illinois residents if there is any unauthorized use or misuse of their personal information, or a breach involving their SOS data within Seeker's security system. 815 ILCS 530.
9. This Agreement authorizes SOS or its representatives access to Seeker's system to audit, verify and assess security controls. Failure to provide adequate security controls is a material breach and cause for immediate termination.
10. SOS security policies and all data security standards contained therein, as amended, shall be incorporated into this Agreement by reference. Seeker shall also adhere to the International Standards Organization (ISO) 27001 and ISO 27002. Upon notice to Seeker, SOS reserves the exclusive right to add and/or modify these and other data security requirements contained in this Agreement at any time during its term.
11. If a data security breach occurs that impacts or may have impacted SOS data during the term of this Agreement, Seeker shall allow a forensics expert selected by SOS to conduct a full and thorough investigation and report his or her findings at Seeker's expense. Seeker shall cooperate fully with said forensic expert during his or her investigation and shall provide him or her with all documentation, access or other assistance the expert shall deem necessary. Seeker agrees SOS shall have full and unfettered access to the results of any and all such investigations.
12. Without the prior express written consent of SOS, Seeker agrees that the data received shall not be published on the internet nor made available to other persons, firms, corporations, partnerships, members of the public, persons outside the employ of the Seeker or other entities, other than as indicated in the Certified Statement of Use(s) or in accordance with court discovery procedures.

- 13. Pursuant to 92 Illinois Administrative Code 1002.60, should Seeker disclose any personal information obtained from SOS in any manner allowed under this Agreement, Seeker 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, Seeker shall make said records available.
- 14. While some of the data contained in such files is considered public information, some of the data to which Seeker is authorized to access is considered personally identifying information, the dissemination of which is limited by the Federal Driver’s Privacy Protection Act, 18 USC § 2721 et. seq. (“DPPA”), the IVC, 625 ILCS 5/2-123 and the Illinois Administrative Code, Part 1002. Seeker acknowledges that the improper dissemination of personally identifying information is a violation of the DPPA and that any individual who violates the DPPA is subject to criminal prosecution, fines and civil penalties of \$2,500 for each improper disclosure of information. Thus, all information whether displayed on the screen or in printed form furnished by SOS to Seeker is for the **EXCLUSIVE** use of the Seeker and shall not be provided to anyone not a Party to this Agreement except as provided in the Certified Statement of Use(s) or in accordance with court discovery procedures. Seeker agrees that each of the employees designated by Seeker who will be granted access to SOS information shall be given a copy of the DPPA describing the limitation on the dissemination of this information and of the civil and criminal penalties for violating the DPPA. Each designated employee shall certify, in writing, compliance with the DPPA. Said Certification and DPPA are attached for Seeker to copy and to disseminate to all designated employees who will have access to said confidential information. Signed copies of the Certification shall be returned to: Office of the General Counsel, Illinois Secretary of State, 298 Howlett Building, Springfield, Illinois 62756. Access shall not be granted until all designated employees of Seeker have signed and returned the Certification to the Illinois Secretary of State General Counsel. **BREACH OF THIS PROHIBITION SHALL BE DEEMED A MATERIAL BREACH AND SHALL RESULT IN THE DENIAL OF SALE INFORMATION TO THE SEEKER FOR A TERM OF FIVE (5) YEARS.**
- 15. Seeker shall adhere to the Data Processing Confidentiality Act. (30 ILCS 585 et. seq.) Seeker shall not to use, sell, furnish, publish on the internet or otherwise make available drivers, vehicles or title lists or any other data supplied 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 Title 92, Illinois Administrative Code, Chapter II, Section 1002.42. A violation of this provision shall result in the SOS’s denial of sale of information to Seeker for a term of five (5) years.
- 16. Seeker agrees to properly and timely dispose of the materials containing personal information in a manner that renders the personal information unreadable and undecipherable, in accordance with the Personal Information Protection Act (815 ILCS 530) (“PIPA”). Furthermore, a violation of the PIPA may subject Purchaser to monetary and civil penalties not to exceed \$50,000 for each instance. (815 ILCS 530/40(d)).

- 17. Seeker acknowledges that a violation of the PIPA (815 ILCS 530/20) constitutes an unlawful practice under the Consumer Fraud & Deceptive Business Practices Act.
- 18. Seekers acknowledges and agrees, and shall require its officers and employees to acknowledge and to agree that SOS data shall not be transferred nor accessed outside of the United States, electronically or otherwise.
- 19. For a notice or other communication under this Agreement to be valid, it must be in writing and delivered via a national transportation company (with all fees prepaid), email, facsimile, or registered or certified mail, return receipt requested and postage prepaid. Any notice or other communication to a Party under this Agreement must be addressed using the information specified below for that Party. The Parties must maintain their current addresses, phone numbers, facsimile phone numbers, and email addresses with each other. If a Party's below information changes, that Party must notify the other as soon as possible.

SOS:

SANGAMON COUNTY, OFFICE OF THE CLERK OF THE CIRCUIT COURT:

Irene Lyons, General Counsel
 Illinois Secretary of State
 100 W. Randolph Street, #5-400
 Chicago, Illinois 60601
 Phone: 312-814-8430
 Facsimile: 312-814-5958
 ilyons@ilsos.gov

David B. Durall
 Chief Deputy Clerk
 200 South 9th Street
 Springfield, Illinois 62705
 Phone: 217-535-3163
 Facsimile: 217-747-5108
 Dave.Durall@co.sangamon.il.us

- 20. Seeker shall be responsible for 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 due to both 1) the acts or omissions of Seeker, its employees, or agents and 2) a breach of the data and/or of its computer security systems that compromises the security of SOS information. Both shall result in SOS having to notify its customers of the misuse or compromise of their information and Seeker shall bear all notification costs, expenses, damages, liabilities, demands and remedial measures, including but not limited to credit monitoring, associated with said breach.
- 21. In no case shall SOS give any refund of any purchase price, once SOS completed the work contracted for by Seeker and presented the information to Seeker.
- 22. Seeker acknowledges that SOS agrees to provide computer accessible stored data to Seeker as an accommodation to Seeker. SOS shall not be responsible for any failure to deliver data in a timely manner or at all, in the event that SOS suffers a breakdown of its computer stored information facilities, the failure of transmission equipment, fire, floods, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy, legislation, governmental regulation or other such circumstances which are difficult to foresee and resist, and which impede the ability of SOS to provide the services described in this Agreement, which shall be known as force majeure. SOS will notify Seeker of an event of force majeure that may delay or preclude provision of the data contemplated under this

Agreement, and will notify Seeker when such force majeure no longer exists or precludes or delays such provision of data. SOS will refund any payment made by Seeker for undelivered data; however, SOS shall have no further responsibility or liability to Seeker with respect to such undelivered data.

- 23. This Agreement is subject to the rules outlined in 92 Illinois Administrative Code 1002, all relevant sections of the Illinois Vehicle Code, the Data Processing Confidentiality Act (30 ILCS 585), the Personal Information Protection Act (815 ILCS 530), the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505), and all Federal laws, including the Federal Driver’s 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. Seeker 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 Seeker hereby submits.
- 24. A breach of paragraphs 3 and 6-18 will be deemed a material breach and will result in the immediate termination of this Agreement.
- 25. The effective date of this Agreement shall be the date set out at the end hereof. 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, and in particular paragraphs 3 and 6-18 or by three (3) years from the effective date set out at the end hereof, whichever comes first.
- 26. SOS shall have the right to terminate this Agreement immediately if, at any time, Seeker shall breach any material provision of this Agreement. The Parties shall each have the right to terminate this Agreement without cause upon five (5) days’ prior written notice to the other Party.
- 27. Integrated Agreement. This Agreement constitutes the entire Agreement between the Parties concerning access by Seeker to the computer stored data of SOS and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the Parties with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the Parties' respective successors.
- 28. Assignment. Seeker shall not assign any right or obligation hereunder. Any attempted assignment in violation of this provision shall be void and of no effect.
- 29. Implementation. Seeker agrees to execute such further documents and take such further steps as SOS reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement.
- 30. Compliance. Seeker shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.
- 31. Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a Party hereto, unless made in writing and duly signed by both Parties. A failure of or delay by either Party to this Agreement to enforce at any time any of the provisions hereof, shall in no way be construed to be a waiver of such provision. A waiver by either Party of any of the terms and conditions of this Agreement in any individual instance

shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

- 32. Severability. If any provision(s) or clause(s) of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision(s) or clause(s) shall be reformed to approximate as nearly as possible the intent of the Parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.
- 33. Counterparts. This Agreement may be executed by hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by scanner/email or other electronic transmission will constitute effective delivery of this Agreement for all purposes.
- 34. Fiscal planning. The continuation of this Agreement and the obligations of the State are contingent upon the appropriation by the legislature or federal funding source of sufficient and appropriate funds to fulfill the requirements of the Agreement. If sufficient funds as determined by the Secretary of the State of Illinois are not appropriated, the Agreement shall terminate on the first date in any fiscal year on which sufficient funds are no longer available. The State will give thirty (30) days or as much notice as possible of an appropriation issue.
- 35. Felony Conviction/Criminal Background Check. Seeker certifies that neither Seeker nor any employee or officer of Seeker has been convicted of a felony, or, if so convicted, at least five (5) years have passed since completion of sentence as of the effective date of this Agreement. (30 ILCS 500/50-10)
- 36. All provisions of this Agreement that are reasonably intended to have effect after termination or expiration of this Agreement, including, without limitation, compliance, audit rights, privacy, data protection, confidentiality, dispute resolution, indemnity and limitation of liability, shall survive such termination or expiration

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the dates attested to below:

DATE: _____ SANGAMON COUNTY
OFFICE OF THE CLERK OF THE CIRCUIT COURT

By: _____
Paul Palazzolo
Clerk of the Circuit Court

DATE: _____ STATE OF ILLINOIS
SECRETARY OF STATE

By: _____
Kevin Duesterhaus
Director, Driver Services Department

DATE: _____ STATE OF ILLINOIS
SECRETARY OF STATE

By: _____
JESSE WHITE
SECRETARY OF STATE

Reviewed for Legal Sufficiency:

DATE: _____ STATE OF ILLINOIS
SECRETARY OF STATE

By: _____
Irene Lyons
General Counsel