

**INTERGOVERNMENTAL AGREEMENT
CRASH REPORT ACCESS AGREEMENT
BETWEEN
LAKE COUNTY
AND
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

This Agreement is entered into by and between, Lake County, a public body, corporate and politic of the State of Illinois, acting by and through its Division of Transportation and County Engineer, with its principal address at 600 W. Winchester Rd., Libertyville, IL 60048, hereinafter referred to as "Local Agency" and the Illinois Department of Transportation Division of Traffic Safety, a public body, corporate and politic of the State of Illinois, with its principal address at 1340 North Ninth Street, Springfield, Illinois, 62702.

WHEREAS, the Intergovernmental Cooperation Act and the Constitution of the State of Illinois permits the State of Illinois and governmental agencies to cooperate together in the performance of the their responsibilities by contract and other agreements (5 ILCS 220/1 et. seq);

WHEREAS, Local Agency is a county and pursuant to 625 ILCS 5/11-408 collects crash information and submits the information to the Illinois Department of Transportation.

WHEREAS, the Illinois Department of Transportation is an agency of the State of Illinois and pursuant to 625 ILCS 5/11-406 and 625 ILCS 5/11-408 collects crash information in Illinois;

WHEREAS, the Illinois Department of Transportation maintains electronically a portion of the data which Local Agency seeks;

WHEREAS, 625 ILCS 5/11-412 requires that the crash information be used only for statistical or analytical purposes and it shall be held confidential by the Local Agency and the Illinois Department of Transportation; and

WHEREAS, the Department has decided to grant Local Agency access to this information, subject to certain requirements;

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties, and other consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and between Department and Local Agency, that the following terms and conditions shall control the agreed access to crash information:

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1. CRASH INFORMATION SECURITY:

- a. Local Agency shall take any and all lawful measures necessary to prevent the unauthorized use and disclosure of Department information and to prevent unauthorized persons or entities from obtaining or using such information. Local Authority shall be liable for any unauthorized use and disclosure of Department data. This includes, but is not limited to: accessing databases without authority, allowing unauthorized users to access the database or to view Department information or altering any existing Department information in any form. Local Agency must immediately report any unauthorized use or misuse of Department information, as well as any breach of Local Agency's security system that may involve Department information by contacting the Department
- b. Local Agency acknowledges that the Department has the authority to change the requirements for accessing the system as technological, fiscal, security or other considerations dictate. The Department agrees to provide Local Agency with as much prior notice of such changes as is practicable. Upon termination of this Agreement, Local Agency shall immediately return to the Department all documents concerning access to the Department's data, whether tangible, electronic or otherwise, in its custody, possession or control, and shall immediately cease using such access.
- c. This Agreement authorizes Local Agency to retrieve data from the Crash database(s) only. Local Agency may enter no information on a Department file, nor may Local Agency alter, or attempt to alter, any existing Department file in any form.
- d. Local Agency agrees that information received in its original form will not be made available to other persons, firms, corporations, partnerships or other entities without the prior express written consent of the Department, except for such entities working under contract to Local Agency using the information for statistical or analytical purposes.
- e. Department security policies and data security standards, as amended, shall be incorporated into this Agreement by reference.

2. USE OF INFORMATION:

- a. Local Agency agrees that it will obtain the data from the Department on an "AS IS" basis. Local Agency acknowledges that the data is compiled by the Department as required by statute for its own public purposes, and that by providing such data to Local Agency pursuant to this Agreement, the Department is providing only access convenient to Local Agency, without regard to the accuracy of the data. The Department assumes no responsibility for the accuracy of the data and disclaims any liability for damages, costs, and/or expenses, including, without limitation, consequential damages, arising or resulting from any inaccurate data.
- b. Local Agency agrees that the data received in its original form will not be made available to other persons, firms, corporations, partnerships, members of the public, persons outside the employ or direct control of the Local Agency or other entities without the prior express written consent of the Department, except for such entities working under contract to Local Agency using the information for statistical or analytical purposes.
- c. No member of the public or persons outside the employ or direct control of Local Agency shall be allowed to access the Department's computer system or shall be allowed access to data obtained from the Department's computer system for reasons outside of the Local Agency's intended and legitimate use of such information under this Agreement.
- d. Should Local Agency misuse the Department's information or have a breach of its security systems that allows unauthorized users access to the Department's information, Local Agency shall be responsible for any costs the Department incurs.
- e. Breach of any of these provisions contained within this section by Local Agency shall be deemed a material breach of this Agreement and shall result in the immediate termination of this Agreement.
- f. Local Agency shall provide the Department with any and all corrections and inadequacies which it discovers in the Department's data.
- g. The information contained in the Crash database is fluid and subject to change Local Agency agrees to note an "as of" notation

date when it disseminates this information. Local Agency also agrees to use the most current and updated information provided by the Department.

3. TERM AND TERMINATION:

- a. Term. 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.
- b. Termination on notice. The parties shall each have the right to terminate this Agreement without cause upon 5 days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the _____ day of October 2010.

DATE: _____

ILLINOIS DEPARTMENT OF
TRANSPORTATION, DIVISION OF TRAFFIC
SAFETY

By: _____
Michael R. Stout
Director, Division of Traffic Safety

DATE: _____

COUNTY OF LAKE

By: _____
Chair, Lake County Board

Attest: _____
Clerk, Lake County

Recommended for Execution:

County Engineer/Director of Transportation