

4/22/98

27-R-98

A Resolution

**Authorizing the City Manager to
Sign an Agreement With the Cook County Assessor
to Use in Creation of a Database**

WHEREAS, the Cook County Assessor has developed a computerized database comprised of property data, parcel data and property identification numbers and characteristics; and

WHEREAS, the City of Evanston, Illinois has requested access to the information contained in said computerized data base for use in performing its official functions; and

WHEREAS, said information is provided to the public and to commercial users for a fee, as permitted by law; and

WHEREAS, the Cook County Assessor in the spirit of interagency cooperation desires to make the computerized information in said database available, efficiently and without charge, to the City of Evanston, Illinois for use in performing its official functions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager, or his designee, is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City, the aforescribed Agreement by and between the City of Evanston and the Cook County Assessor.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions on the aforescribed Agreement as may be determined to be in the best interests of the City.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Lorraine A. Norton
Mayor

ATTEST:

Mary P. Morris
City Clerk

Adopted: April 27, 1998

**AGENCY AGREEMENT
FOR THE PROVISION OF ACCESS TO INFORMATION**

This Agreement is entered into this 10th day of April, 1998, by and between the City of Evanston, Illinois and James M. Houlihan, Assessor of the County of Cook (hereinafter Cook County Assessor).

WITNESSETH:

WHEREAS, the Cook County Assessor has developed a computerized database comprised of property data, parcel data and property identification numbers and characteristics; and

WHEREAS, the City of Evanston, Illinois has requested access to the information contained in said computerized data base for use in performing its official functions; and

WHEREAS, said information is provided to the public and to commercial users for a fee, as permitted by law; and

WHEREAS, the Cook County Assessor in the spirit of interagency cooperation desires to make the computerized information in said database available, efficiently and without charge, to the City of Evanston, Illinois for use in performing its official functions; and

WHEREAS, the City of Evanston, Illinois acknowledges and agrees that access to said information is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the official functions of the City of Evanston, Illinois, and that any other use, alteration, sale, dissemination, lease or transfer of the information by the City of Evanston, Illinois, or by any employee or agent of same, without written consent of the Cook County Assessor, is prohibited, and shall be deemed to warrant immediate termination of this Agreement; and

NOW THEREFORE, in consideration of the joint undertakings, terms and conditions hereinafter set forth, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS:

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. INFORMATION PROVIDED:

The Cook County Assessor agrees to provide access to computerized information located on the Cook County mainframe as per the attached Exhibit A.

SECTION 3. TERM AND EXTENSION:

This Agreement is for one year, effective from the date of execution. It will be extended annually for terms of one year each, unless, at least 30 days prior to the expiration of any term, either party notifies the other in writing of intent not to renew the Agreement.

SECTION 4. RESTRICTIONS:

The City of Evanston, Illinois agrees that access to the computerized information described herein is conditioned upon and provided as set forth in this agreement solely for its use in performing the official functions of the City of Evanston, Illinois. Any other use, alteration, sale, dissemination, lease or transfer of the information by the City of Evanston, Illinois, or by any employee or agent of same, without written consent of the Cook County Assessor, is prohibited, and shall be deemed to be a breach which warrants immediate termination of this Agreement.

SECTION 5. LIMAIATION OF LIABILITY:

The City of Evanston, Illinois expressly agrees that no member, official, employee or agent of the Cook County Assessor's Office shall be individually or personally liable to it, its successors or assigns, in the event of any default or breach by the Cook County Assessor's Office under this Agreement, and that neither the Cook County Assessor's Office, nor any member, official, employee or agent thereof, shall be liable for any loss resulting from any inaccuracy in the information provided.

The Cook County Assessor expressly agrees that no member, official, employee or agent of the City of Evanston, Illinois shall be individually or personally liable to it, its successors or assigns, in the event of any default or breach by the City of Evanston, Illinois under this Agreement.

SECTION 6. APPLICABLE LAW:

The Cook County Assessor and the City of Evanston, Illinois each acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 *et seq.* Both parties remain responsible under applicable law for performing all stated duties and responsibilities.

Signed and sealed on the date first above written:

James M. Houlihan
Cook County Assessor

Roger Crum
City Manager
City of Evanston