

**INTERGOVERNMENTAL AGREEMENT  
FOR AUTOMATED LICENSE PLATE READERS  
BETWEEN  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION  
AND ILLINOIS STATE POLICE**

This Intergovernmental Agreement (the "Agreement") for Automated License Plate Readers is entered into on this 14 day of December, 2022 (the "Effective Date"), by and between the Illinois Department of Transportation ("IDOT"), an Illinois state agency and the Illinois State Police ("ISP"), also an Illinois state agency, collectively referred to as the "Parties," and individually referred to as "Party".

**RECITALS**

**WHEREAS**, the Illinois Department of Transportation is a public agency of the State of Illinois responsible for managing transportation throughout Illinois, including facilitating the free flow of traffic and ensuring the traveling public's safety;

**WHEREAS**, the Illinois State Police is a public agency of the State of Illinois responsible for enforcing the laws of the State and for the safety and protection of those in the State;

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance;

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides additional powers to units of government that work together;

**WHEREAS**, the Expressway Camera Act, also referred to as the Tamara Clayton Expressway Camera Act, 605 ILCS 140/1 *et seq.*, was originally enacted to create a program involving the Illinois State Police, the Illinois Department of Transportation, and the Illinois State Toll Highway Authority to increase the number of license plate reader cameras along expressways in Cook County;

**WHEREAS**, images from cameras may be extracted by any authorized user as defined by the Expressway Camera Act and used by any municipal police, county sheriff's office, State Police officer, or other law enforcement agency with jurisdiction in the investigation of offenses stated in the Expressway Camera Act;

**WHEREAS**, on February 1, 2021, ISP and IDOT entered into a grant agreement for \$12,500,000.00 in federal funds to implement the Expressway Camera Act;

**WHEREAS**, the General Assembly has found there is an urgent need to expand the use of cameras and enacted Public Acts 102-1042 and 102-1043, both of which became effective June 3, 2022;

**WHEREAS**, Public Acts 102-1042 and 102-1043 amended the Expressway Camera Act, 605 ILCS 140, to expand the jurisdictions where cameras may be used to: Jean-Baptiste Pointe DuSable Lake Shore Drive in Cook County and the State highway systems in Boone, Bureau, Champaign, Cook, DeKalb, DuPage, Grundy, Henry, Kane, Kendall, Lake, LaSalle, Macon, Madison, McHenry, Morgan, Peoria, Rock Island, Sangamon, St. Clair, Will, and Winnebago;

**WHEREAS**, Public Acts 102-1042 and 102-1043 allow law enforcement agencies to extract and use images from cameras while investigating certain crimes on expressways and State highway systems located within several counties;

**WHEREAS**, Public Act 102-698 appropriated \$20,000,000.00 or so much thereof as may be necessary in funding from the Illinois Road Fund for the installation of cameras and automatic license plate readers (ALPR);

**WHEREAS**, ALPRs are specialized cameras to read the license plate numbers of vehicles;

**WHEREAS**, this Agreement sets out the respective responsibilities between IDOT and ISP related to their respective duties for funding, procurement for and implementation of the Expressway Camera Act;

**WHEREAS**, IDOT and ISP are committed to working collaboratively with each other to implement the Expressway Camera Act;

**WHEREAS**, only IDOT and ISP are Parties to this Agreement and are to whom this Agreement applies; and

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein, the Parties agree as follows:

**ARTICLE I  
RIGHTS AND DUTIES OF THE PARTIES  
GENERAL RESPONSIBILITY AND TERM OF AGREEMENT**

- 1.1 Subject to appropriation, IDOT shall provide Road Funds to assist ISP in implementing the Expressway Camera Act as per its duties set forth in this Agreement for ALPRs located on expressways or State highway systems under the jurisdiction of the Illinois Department of Transportation as described in Article III, herein.

- 1.2 ISP shall be responsible for the procurement, installation, ownership and maintenance of the physical and technological infrastructure of ALPR Systems for the duration of this Agreement.
- 1.3 ISP shall be responsible for coordination with local units of government in the jurisdictions allowed by the Expressway Camera Act to identify and select locations where ALPRs will be installed on expressways or State highway systems under the jurisdiction of IDOT.
- 1.4 ISP and IDOT shall have a policy or policies for implementation of the Expressway Camera Act, 605 ILCS 140.
- 1.5 The Parties acknowledge and agree to continue to collaborate as a joint effort to further promote the goals of the Expressway Camera Act.
- 1.6 The terms of this Agreement shall be in effect through December 31, 2025.

**ARTICLE II  
RIGHTS AND DUTIES OF THE PARTIES:  
PROCUREMENT**

- 2.1. ISP previously procured and acquired a contract for supplies and services for ALPR equipment, installation, repair and maintenance of the ALPR Systems to implement the Expressway Camera Act (the "ALPR Systems").
- 2.2. ISP shall be responsible for procuring a vendor that will provide required supplies and services to ISP for the ALPR Systems, including equipment, installation, repair and maintenance of the ALPR physical and information technology and data systems for the further implementation of the ALPR Systems.
- 2.3. ISP may allow its vendor to subcontract all or portions of the installation, maintenance of the cameras, ownership and maintenance of any data, and ownership and maintenance of the information technology data systems, as required by this agreement.
- 2.4. IDOT shall cooperate and aid ISP, as requested, with the procurement of required supplies and services.

**ARTICLE III  
RIGHTS AND DUTIES OF THE PARTIES:  
INSTALLATION/REMOVAL OF ALPR SYSTEMS**

- 3.1 ISP shall coordinate information sharing with local law enforcement to develop preferred targeted ALPR installations located on expressways or State highway systems under the jurisdiction of IDOT.
- 3.2 As between a local unit of government and ISP, ISP shall have the final determination of an ALPR installation location.
- 3.3 ISP shall supply its vendor with all necessary information for its vendor to submit a permit application to the IDOT Central Office.
- 3.4 ISP shall review and confirm permit applications are consistent with the locations agreed to by ISP and the local unit of government, prior to its vendor's submission to IDOT.
- 3.5 ISP's vendor, on behalf of ISP, shall request a permit from IDOT's Central Office for the installation of any ALPR on expressways or State highway systems under the jurisdiction of IDOT.
- 3.6 Upon the IDOT district office's issuance of a permit, ISP shall require its vendor to coordinate with ISP and the appropriate IDOT contact listed on the permit for the vendor to install the ALPR System.
- 3.7 ISP shall require its vendor to install all ALPR Systems in accordance with IDOT's Standard Specifications for Road and Bridge Construction ("Standard Specifications"), all policies, and the terms of the permit.
- 3.8 IDOT shall supply ISP, or its vendor, access to its electrical power sources to provide power to ALPR Systems when IDOT, with the coordination of ISP, has determined such access would be safe and practicable. In the event IDOT determines the access to electrical power sources are not safe or practicable, the Parties shall work together to identify solutions when the continuity and maintenance of the electric service cannot be maintained on a particular APLR System.
- 3.9 Permit applications shall include information required by the permit application, attached as Exhibit A, the terms of which are made a part of this Agreement and incorporated herein. IDOT reserves the right to amend the permit application and will notify ISP of any changes to the permit application.
- 3.10 IDOT will approve a permit once all criteria of the permit application, Standard Specifications, terms and conditions of the permit are satisfied.

3.11 IDOT may revoke any permit for an APLR System for any reason. Upon receipt of revocation notification, the ALPR will be removed by ISP or its vendor as soon as feasible, but no later than the date identified in the notice.

3.12 Questions regarding permits shall be directed to:

Illinois Department of Transportation  
Central Office  
Kyle Armstrong, P.E.  
Engineer of Traffic Operations  
Bureau of Operations  
Office 217-782-2076  
Mobile 217-685-4917  
Email: Kyle.Armstrong@illinois.gov

**ARTICLE IV  
RIGHTS AND DUTIES OF THE PARTIES:  
DISTRIBUTION OF FUNDS AND SUPPORTING  
DOCUMENTATION**

4.1. Subject to appropriation, ISP shall receive State Road Funds not to exceed a total of \$22,500,000.00 or so much thereof as may be necessary under this Agreement for ownership, installation, operation, and maintenance of the ALPR Systems subject to this Article IV.

4.2. Distribution of funds: ISP shall submit to IDOT a State of Illinois Invoice Voucher Form C-13 when requesting any funds under this Agreement and include the appropriate distribution request in the description. Funds shall be made available and provided in accordance with the following distributions.

4.2.1. First Distribution: ISP may request a lump sum payment not to exceed a total amount of \$2,500,000.00. ISP is requested by IDOT to perform duties and obligations under this Agreement for the procurement, delivery and installation of cameras located in Cook County and is authorized to accrue costs associated with ALPR Systems located in Cook County, not to exceed \$2,500,000.00. ISP agrees to not submit the First Distribution request to IDOT until such time this Agreement is fully executed.

4.2.2. Second Distribution: ISP may request a lump sum payment of \$8,750,000.00 for costs associated with the ownership, installation, operation, and maintenance of ALPR Systems for all of counties listed under the Expressway Camera Act.

4.2.3. Third Distribution: ISP may request a lump sum payment of \$8,750,000.00 for costs associated with the ownership, installation, operation, and maintenance of ALPR Systems for all of counties listed under the Expressway Camera Act.

4.2.4. Fourth Distribution: After all prior distributions have been made, ISP may request no later than May 1, 2025, a final lump sum payment not to exceed \$2,500,000.00 for costs associated with the ownership, installation, operation, and maintenance of ALPR Systems for all of counties listed under the Expressway Camera Act.

4.2.4.1. The request shall include the locations of the ALPR Systems that will be delivered and installed after May 1, 2025.

4.2.4.2. ISP shall only use the funds from the Fourth Distribution for costs associated with the locations indicated on the request.

4.2.4.3. If ISP fails to timely submit the Fourth Distribution request, the remaining funds will remain in the Road Fund unless otherwise agreed to by the Parties and subject to appropriation.

4.3. Supporting documentation

4.3.1. ISP shall submit to IDOT the supporting documentation within thirty (30) days of ISP paying its vendor for services under this Agreement.

4.3.2. The supporting documentation shall be marked as "Delivery" or "Installation".

4.3.2.1. "Delivery" supporting documentation shall include the hardware delivery receipt and vendor statement.

4.3.2.2. "Installation" supporting documentation shall include the ISP authorization to install equipment form. The supporting documentation must include the date and permit status (i.e. applied, denied, approved (permit number), or under review). If installation is for any hardware that has been donated to ISP for use by ISP under the Expressway Camera Act, supporting documentation must indicate the hardware is donated hardware and not purchased under this Agreement.

4.3.3. The supporting documentation shall include an invoice number, the amount invoiced and the service dates for work performed or supplies accepted for which ISP paid the vendor. ISP shall also include a copy or copies of vendor invoices submitted to ISP which contain the location(s) of camera installations. ISP shall include documentation that demonstrates ISP has signed-off on acceptance of vendor work performed or supplies provided covered by the invoice from the vendor.

- 4.3.4. ISP shall additionally include a summary of each distribution balance which shall include the total amount of invoices paid to date by ISP to the vendor and the remaining balance of each distribution.
- 4.3.5. IDOT may request from ISP additional supporting documentation and the Parties shall cooperate in order to rectify the accounting of the funds.
- 4.3.6. Failure to provide timely and accurate supporting documentation may delay distribution of funds under this Agreement.
- 4.3.7. If either Party finds an error or documentation is incomplete, the Parties shall work together to correct the error or provide documentation.
- 4.4. All C-13 forms requesting distribution and supporting documentation shall be submitted to:

Terry Heffron  
Illinois Department of Transportation  
Bureau of Operations, ITS Program Office  
ITS Unit Manager  
Office: 847-705-4800  
Mobile: 331-998-5180  
Email: [Terrence.Heffron@illinois.gov](mailto:Terrence.Heffron@illinois.gov)

**ARTICLE V  
RIGHTS AND DUTIES OF THE PARTIES:  
ALPR MAINTENANCE AND ACCESS TO DATA**

- 5.1 ISP shall be responsible for maintaining the physical ALPR Systems, or shall coordinate with its vendor to maintain the physical ALPR Systems.
- 5.2 ISP, or its vendor, and only ISP or its vendor, shall be responsible for the custody, control, and access including maintaining the information technological and data infrastructure for the ALPR System, including any software or other computerized programs associated with the use and operation of ALPR Systems by ISP and/or the local unit of government.
- 5.3 IDOT shall not have access to, own, collect, use, retain, transmit, exchange, destroy, process or otherwise handle any data captured by any APLR system.

**ARTICLE VI  
RIGHTS AND DUTIES OF THE PARTIES:  
MISCELLANEOUS**

- 6.1 **Audits.** All documents related to this Agreement shall be available for review and audit by IDOT or State auditors. ISP agrees to cooperate fully with any audit

conducted by IDOT or State auditor and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documentation required by this Agreement shall establish a presumption in favor of IDOT for the recovery of any funds paid to ISP under this Agreement for which such documentation is not available to support the purported disbursement. Any audit by IDOT or IDOT's representative shall be conducted in accordance with IDOT policy and procedures.

- 6.2 **FOIA.** Each agency will respond to requests made pursuant to the Freedom of Information Act ("FOIA") as authorized by law and raise any applicable exemptions.
- 6.3 **Ethics.** Each agency will assist the other on any ethics or professionalism issues which may arise. This assistance includes, but is not limited to, investigations and complaints, whether made to an ethics officer of either Party or to the Office of the Inspector General.
- 6.4 **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 6.5 **Applicable Law and Severability.** This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
- 6.6 **Records Retention.** Pursuant to applicable retention schedules, ISP shall maintain for the appropriate time periods adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the applicable retention period expires, the records shall be retained until all issues arising out of the action are resolved.
- 6.7 **No Personal Liability.** No member, official, director, employee or agent of IDOT or ISP shall be individually or personally liable in connection with this Agreement.



- 6.8 **Assignment: Binding Effect.** This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party.
- 6.9 **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 6.10 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
- 6.11 **Notices.** Unless otherwise specified, all written notices, requests and communications may be made by electronic mail, and are to be sent to the e-mail addresses set forth below:

**To IDOT:** Matt Magalis  
Deputy Director of Finance and Administration  
Illinois Department of Transportation  
2300 S. Dirksen Parkway, Room 300  
Springfield, Illinois 62764  
[Matt.magalis@illinois.gov](mailto:Matt.magalis@illinois.gov)

**To ISP:** Kelly M. Griffith  
General Counsel  
Illinois State Police  
801 S. 7<sup>th</sup> Street, Suite 1000-S  
Springfield, Illinois 62703  
[Kelly.m.griffith@illinois.gov](mailto:Kelly.m.griffith@illinois.gov)

- 6.12 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 6.13 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

Illinois State Police

By:   
Brendan Kelly  
Director

12/14/2022  
Date

By:   
Ben Dieterich  
Chief Financial Officer

12/14/2022  
Date

By:   
Kelly Griffith  
Acting Chief Legal Counsel

12/13/2022  
Date

Illinois Department of Transportation

By: \_\_\_\_\_  
Omer Osman  
Secretary

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Vicki L. Wilson  
Director, Office of Finance & Administration

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Yongsu Kim  
Chief Counsel

\_\_\_\_\_  
Date

Illinois State Police

By: \_\_\_\_\_  
Brendan Kelly  
Director

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Ben Dieterich  
Chief Financial Officer

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kelly Griffith  
Acting Chief Legal Counsel

\_\_\_\_\_  
Date

Illinois Department of Transportation

By: \_\_\_\_\_  
Omer Osman  
Secretary

\_\_\_\_\_  
Date

By: **Vicki L. Wilson** Digitally signed by Vicki L. Wilson  
Date: 2022.12.14 09:01:25 -06'00'  
\_\_\_\_\_  
Vicki L. Wilson  
Director, Office of Finance & Administration

12-14-22  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Yongsu Kim  
Chief Counsel

12-13-2022  
\_\_\_\_\_  
Date