

CCO Form: TR61
Approved: 08/19 (GH)
Revised:
Modified:

MoDOT District: CO TS
MoDOT Agreement Administrator: Carrie Ahart
eAgreement No.: 2019-10-53596

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MOTOR VEHICLE CRASH DATA LICENSE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and **City of Columbia** (hereinafter, "Requester").

WITNESSETH:

WHEREAS, Commission collects and maintains motor vehicle crash data with personal identifiers (hereinafter, "Crash Data") for the purpose of identifying the need for and planning of safety enhancement improvement projects in the State of Missouri;

WHEREAS, "personal identifiers" includes name, address, telephone number, date-of-birth, driver's license number, and/or social security number of any individual identified in a motor vehicle crash data;

WHEREAS, Requestor desires Crash Data for the purpose of **analyzing data for safety projects**.

WHEREAS, Requestor is authorized to obtain Crash Data pursuant to the Driver's Privacy Protection Act of 1994, 18 U.S.C. 2721-2725, as amended (hereinafter referred to as "DPPA") and corresponding state law, and

WHEREAS, in exchange for the requested Crash Data, Requestor agrees to comply with the requirements of DPPA and corresponding state law in the receipt, handling, use, and disposal of Crash Data.

NOW THEREFORE, in consideration of the covenants and obligations set forth herein, the parties hereto agree as follows:

(1) LICENSE: Commission hereby provides a license to use Crash Data for the limited purpose set forth below in paragraph (2). Requestor understands this Agreement provides a license to use the Crash Data only, and it does not create any interest or property right as the Commission retains exclusive ownership of Crash Data. At any time and in its sole discretion, Commission may limit Requestor's access.

(2) LIMITED PURPOSE: Commission agrees to provide Crash Data to Requestor for the limited purpose of: **analyzing data for safety projects**. Requestor agrees that the Crash Data shall only be used for the limited purpose set forth herein, as permissible pursuant to the DPPA and corresponding state law.

(3) COMPLIANCE: Requestor shall abide by all federal laws and state statutes, common law, and the Code of State Regulations of the state of Missouri, relating to the use of the personal identifiers and personal motor vehicle and driver license record information received.

(4) COSTS: Any and all costs associated with the implementation and operation of this Agreement including, but not limited to, costs of computer hardware, software, telecommunications, services, personnel, training, safeguarding, networks, audits, licenses, transportation, insurance, bonds, and the administration or installation shall be the responsibility of Requestor. Commission shall have no liability whatsoever under this Agreement.

(5) NO DISTRIBUTION: Requestor shall not to sell, assign, transfer, release, or otherwise disclose the Crash Data, or any portions thereof, to any other person, firm, association, corporation or governmental agency without prior written approval of Commission.

(6) TRAINING: Requestor shall provide instructions to its employees regarding the handling of Crash Data in a manner consistent with the requirements of this paragraph and shall require all its employees to maintain confidentiality of Crash Data.

(7) UNAUTHORIZED ACCESS AND RELEASE: Requestor shall make express provisions to prevent unauthorized access to any information contained in the data received from Commission. Requestor shall at all times maintain safeguards and procedures to ensure the security and protection of such information. Security measures shall include controlling access to the computer terminal(s) with access to the Crash Data, data storage and production areas, secure destruction of data and documents, and other reasonable security measures determined to be necessary at the sole discretion of Commission. Requestor shall immediately notify Commission of any facts, actual or suspected, which would indicate that the personal identifiers contained in the motor vehicle crash data, or any other record of Commission, is or has been accessed or used for any purpose inconsistent with the terms and conditions of this Agreement. Requestor shall immediately terminate the access of any user who has improperly accessed or used personal identifiers contained in the motor vehicle crash data.

(8) DOCUMENTATION: Requestor shall maintain all documentation required by the DPPA to the extent of its applicability and corresponding state law, including but not limited to a record of all individuals, businesses or other entities to which personal identifiers contained in the motor vehicle crash data is distributed or disclosed. Requestor shall maintain such documentation for a minimum of five (5) years or for such lesser or greater time as required by the DPPA and/or corresponding state law.

(9) NO WARRANTY: Commission makes no warranties of any kind, express or implied, regarding the personal identifiers contained in the motor vehicle crash data or the manner of transfer or access thereto, including but not limited to any warranties of merchantability or fitness for a particular purpose. Commission shall not be liable for any delay or deficiency in the performance of the terms and conditions of this Agreement.

(10) INDEMNIFICATION: The Requestor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Requestor's receipt, handling, use, and disposal of Crash Data and its performance under this Agreement.

(11) DURATION: Unless otherwise terminated, this Agreement shall be in effect for **three years** from the execution of this Agreement.

(12) CONTINUING DURATION: The terms of this Agreement will be of a continuing duration until terminated or by mutual consent of the parties. Requestor understands and agrees that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by Commission and the state of Missouri.

(13) SUSPENSION OR TERMINATION: At its sole discretion, Commission may, without being in breach hereof, suspend or terminate Requestor's services under this Agreement, or any part of them for its convenience, with or without cause.

(14) ATTORNEYS FEES: The Requestor shall be liable for all attorney's fees and costs of suit should Commission be required to bring suit against Requestor to enforce the terms and conditions stated herein.

(15) SOVEREIGN IMMUNITY: Nothing herein shall be construed as consent by Commission and/or the State of Missouri to suit in courts of the State of Missouri or a waiver of sovereign immunity or rights under the Eleventh Article of Amendment to the Constitution of the United States.

(16) COMMISSION REPRESENTATIVE: Commission's State Highway Safety and Traffic Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) NO ADVERSE INFERENCE: The language used in this Agreement is the language chosen by the parties to express their mutual interest and no rule of strict construction shall by apply against either party.

(21) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. Requestor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of Requestor and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Requestor and Commission, respectively.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[No additional paragraphs after (23); Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Requestor on _____ (DATE)

Executed by Commission on _____ (DATE)

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF COLUMBIA, MISSOURI

By _____
State Highway Safety and Traffic
Engineer

By _____
John Glascock
Title Interim City Manager

ATTEST:

By _____
Sheela Amin
Title City Clerk

APPROVED AS TO FORM:

By _____
Nancy Thompson
Title City Counselor