

ORDINANCE NO. 1881-18

AN ORDINANCE AUTHORIZING THE EXECUTION OF INTER-AGENCY AGREEMENTS—THE VILLAGE OF HAWTHORN WOODS, ILLINOIS STATE POLICE— TO OBTAIN CRIMINAL HISTORY RECORD INFORMATION

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed to execute an inter-agency agreement with the Illinois State Police, in substantially the forms attached hereto as Exhibit "A" and Exhibit "B", and, by this reference, made a part hereof.

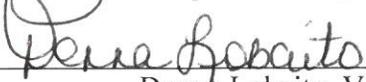
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on August 20, 2018:

AYES: Kosik, Riess, Corrigan, Dimaggio

NAYS: 0

ABSENT AND NOT VOTING: Kaiser, David

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: Aug. 20, 2018

APPROVED: Aug 20, 2018



STATE OF ILLINOIS
INTER AGENCY USER AGREEMENT BETWEEN
THE ILLINOIS STATE POLICE AND
REQUESTING GOVERNMENT AGENCY

The Illinois State Police (hereinafter called "ISP"), acting as the state central repository for criminal history record information (hereinafter "CHRI"), and

<i>Requesting Government Agency</i>	Village of Hawthorn Woods
<i>ORI Number (if known)</i>	ILL12712L
<i>Cost Center (if known)</i>	6469

Requesting Agency (hereinafter "Requester") hereby agrees to the following terms, provisions, and conditions:

I. PURPOSE

ISP, in its capacity as the state central repository, has the authority to provide CHRI, pursuant to the applicable Illinois Compiled Statutes, and be paid for its expenses. This Inter Agency Agreement (hereinafter "Agreement") establishes the terms of the relationship.

II. TERM

This agreement will commence upon execution of the signature of the Director of the ISP and continues unless canceled by either party upon 30 days written notice. This agreement may be terminated immediately by the ISP if, in the determination by the ISP, the Requester is in violation of one or more of the enumerated Duties of Requester as outlined in Section IV.

III. SERVICES ISP AGREES TO PROVIDE REQUESTER

ISP agrees to provide fingerprint-based CHRI authorized by law and ISP policy requirements. The ISP will charge the requester a fee for this service. The ISP's current fee schedule is posted on the Illinois State Police web page.

IV. DUTIES OF REQUESTER

Requester agrees to undertake and perform the following duties:

1. Requester will request applicants submit fee applicant fingerprint cards, via a live scan vendor, for processing by ISP through its files. Manual fee applicant cards (IL 493-0696) will be accepted in those instances where live scan transmissions cannot be used.

2. Requester shall submit FBI fee applicant fingerprint transactions for submission to the Federal Bureau of Identification's Criminal Justice Information Services (CJIS) Division through the ISP.
3. Requester agrees to capture and transmit all fingerprint images to the ISP using live scan equipment certified by the Federal Bureau of Investigation (FBI) and the ISP. The fingerprint images and demographic data must be submitted in the form and manner required by ISP/FBI, including the electronic transfer of fingerprint, photograph and demographic data to the ISP NATMS/AFIS system via a network connection as defined by the ISP/FBI. All fingerprint and demographic data transmitted must be encrypted at all times using FBI encryption standards.
4. The Requester shall be responsible for checking the quality and completeness of all data to ensure conformity to ISP processing requirements. Submissions deemed to be incomplete may be returned unprocessed.
5. The Requester agrees to comply with all ISP/FBI certification standards and procedures, which includes but is not limited to certification of live scan equipment, audits of live scan transmissions to the ISP/FBI and completion of CJIS Security Training. CJIS Security Training is offered on-line at www.cjisonline.com.
6. The Requester agrees to take appropriate action to ensure each live scan transmission is sent to ISP successfully and passes all ISP live scan edits, conforming to the most recent ISP Electronic Fingerprint Submission Specifications (EFSS). In the event the electronic fingerprint specifications are modified, the requester agrees to make any changes necessary to meet the new specifications within thirty (30) days of notification.
7. The Requester shall comply with all provisions of the UCIA statute (20 ILCS 2635, et seq.) and all other applicable state and federal statutory requirements including all applicable CJIS requirements. The CJIS Security Policy can be accessed on-line as: <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>.
8. The Requester will provide employee identifiers sufficient to enroll all employees that will come into direct or indirect contact with CHRI into the CJIS Security training. All training will be completed within 6 months of execution of this agreement.
9. The Requester will require all outsourced services and contractual agency(s) with direct or indirect access to CHRI to enter into an Outsourcing Agreement as required by the CJIS Security Policy. See Addendums B and C.
10. The Requester shall receive responses electronically from the ISP, specifically via email, fax or the Criminal History Information Response Process (CHIRP) secure web portal, which can be accessed at <https://chirp.isp.state.il.us/CHIRP/login.action>.

11. The Requester shall maintain a release signed by the individual to whom the information request pertains authorizing the ISP and the FBI to release criminal history record information. The Requester shall maintain this release on file for at least three (3) years in order to facilitate auditing purposes.
12. The Requester shall provide the individual named in the request a copy of the Illinois response disseminated by ISP with instructions on challenging CHRI. The Requester shall notify the individual named in the request that the individual has the obligation and responsibility to notify the Requester within seven (7) days if the information is inaccurate or incomplete. The requirements of this paragraph pertain to requests submitted for employment or licensing purposes only. Information on challenging a criminal history record can be accessed on-line at the ISP website.
13. The Requester shall provide, upon request of the individual named in the request, a copy of the federal response disseminated with instruction on challenging CHRI. The Requester shall notify the individual named in the request that the individual has the obligation and responsibility to notify the Requester within seven (7) days if the information is inaccurate or incomplete. Information on challenging a criminal history record can be accessed on-line at the ISP website.
14. The Requester shall cooperate with and make its records available to ISP/FBI for the purpose of conducting periodic audits to ensure Requestor's compliance with all laws, rules, and regulations regarding the processing of CHRI furnished by ISP/FBI to Requester.
15. When CHRI is no longer required by the Requester, data shall be destroyed by Requester through shredding or burning of paper documentation and/or deletion of electronic CHRI from Requester's databases.
16. The Requester shall pay ISP sufficient funds to cover ISP transaction processing using established payment methods, within 45 days from date of fiscal statement. Failure to pay could result in an interruption or cancellation of services rendered by ISP. The Illinois State Police reserves the right to forward matters of unpaid fees to a private agency or law firm for immediate collection action. Payment for criminal history record information request processing shall be made via an Illinois licensed live scan fingerprint vendor agency or via check made payable to the Illinois State Police, mailed to the Illinois State Police Bureau of Identification, Fiscal Unit, 260 North Chicago Street, Joliet, IL 60432-4072.
17. The Requester shall report to the ISP any changes in agency contact information, and initiate a new user agreement for any change in the agency's Chief Administrator(s). See Addendum A.
18. The Requester shall notify the ISP in the event of Requesting Agency ownership transfer. The Requester is responsible for any outstanding balance due to the ISP prior to any transfer of ownership unless the ISP expressly approves a proposed assumption of outstanding fees owed to the ISP for services provided.
19. Requester will provide a current W9 form to be submitted with signed User Agreement to facilitate processing of refunds.

V. DISSEMINATION

The Requester shall limit dissemination of CHRI to statutorily authorized parties and ensure such authorized parties agree to provide the same protection and physical security of CHRI as agreed to by Requester.

At a minimum, Requester shall log all dissemination of ISP/FBI CHRI received from ISP and/or the FBI. This log must include the identities of persons or agencies to whom the information is released, the name of the requester, the authority of the requester, the purpose of the request, the identity of the individual to whom the information relates, and the date of the dissemination. Such log shall be retained for a period of three (3) years in order to facilitate any ISP or FBI audit. CHRI will only be disseminated directly to the Requester and only to the extent permitted by law.

Pursuant to 20 ILCS 2635/18, any person who intentionally and knowingly requests, obtains or seeks to obtain conviction information under false pretenses, disseminates inaccuracies or incomplete conviction information, or violates any other provision of 20 ILCS 2635 et seq. may be guilty of a crime punishable by up to one year of imprisonment and/or may incur civil liabilities.

Pursuant to federal 28 CFR 50.12(b) records obtained under this authority may be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies or other authorized entities.

VI. DUTIES OF ISP

ISP agrees to undertake and perform the following duties:

1. ISP will only process requests submitted in the form and manner prescribed by the ISP.
2. ISP agrees to forward, in a timely fashion, FBI applicant fingerprint transactions to the FBI's Criminal Justice Information Services (CJIS) Division.
3. ISP shall, if requested, assist in the interpretation or translation of any CHRI requiring clarification.
4. ISP fees shall be based upon the cost of providing CHRI services, as required by law. The ISP shall notify the Requester of any change in processing fees.
5. Fingerprint submission procedures established by the FBI are subject to change and ISP shall advise Requester immediately of any changes promulgated by the FBI.

VII. GENERAL PROVISIONS

1. ISP agrees to notify Requester at least thirty (30) days prior to making changes in rules, procedures, and policies incorporated in this agreement. Changes in the rules, procedures, and policies originating with federal and state executive order, Congressional or State legislative enactment or by court decision shall be initiated as required by law.
2. This agreement may be amended with the mutual consent of both parties at any time during its term. Amendments to this agreement shall be in writing and signed by both parties or their authorized representatives.
3. Correspondence shall be directed to:

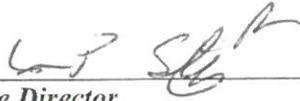
Illinois State Police
Bureau of Identification
260 North Chicago Street
Joliet, Illinois 60432-4075
boi_customer_support@isp.state.il.us



Signature of Agency Head

8/20/2018

Date



Signature Director
Illinois State Police

8-6-18

Date

ADDENDUM A
INTER AGENCY USER AGREEMENT
Agency Contact Sheet (Sections in Grey for Illinois State Police Use Only)

Agency Originating Identification (ORI) _____
Agency Cost Center _____
Purpose Code(s) for Agency Use _____

Complete this entire section.

Point of Contact for Responses _____ Police Chief Jennifer Paulus
Agency Name _____ Hawthorn Woods Police Department

BILLING ADDRESS

Street Address _____ 2 Lagoon Drive
City, State, Zip _____ Hawthorn Woods, IL 60047
Telephone Number _____ 847-438-9050
Fax Number _____ 847-438-5308
Email Address _____ jpaulus@hwpd.com

MAILING ADDRESS

Same as Billing Address
Point of Contact Billing Questions _____
Street Address _____
City, State, Zip _____
Telephone Number _____
Fax Number _____
Email Address _____



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Bureau of Identification
260 North Chicago Street
Joliet, Illinois 60432-4075
boi_customer_support@isp.state.il.us



Signature of Agency Head

8/20/2018
Date

Signature Director
Illinois State Police

Date

ADDENDUM A
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Purpose Code(s) for Agency Use _____

Complete this entire section.

Point of Contact for Responses _____ Police Chief Jennifer Paulus
Agency Name _____ Hawthorn Woods Police Department

BILLING ADDRESS

Street Address _____ 2 Lagoon Drive
City, State, Zip _____ Hawthorn Woods, IL 60047
Telephone Number _____ 847-438-9050
Fax Number _____ 847-438-5308
Email Address _____ jpaulus@hwpd.com

MAILING ADDRESS

Same as Billing Address _____
Point of Contact Billing _____
Questions _____
Street Address _____
City, State, Zip _____
Telephone Number _____
Fax Number _____
Email Address _____