

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CERTAIN INTERAGENCY AGREEMENT BETWEEN THE VILLAGE OF CAMPTON HILLS AND THE ILLINOIS STATE POLICE

WHEREAS, the Illinois State Police is the State central repository for criminal history record information which is needed from time to time by the Village of Campton Hills; and

WHEREAS, the Illinois State Police will make such information available to the Village only if there is an Interagency Agreement between the Illinois State Police and the Village:

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois, as follows:

SECTION 1: The Village hereby approves the Interagency Agreement in substantially the form attached to this Resolution and the Village President and Village Clerk are hereby authorized to execute the same on behalf of this Village and the Village Treasurer shall submit such payments as are required upon the submission of such Interagency Agreement and thereafter as may be required from time to time.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this 17th day of July 2007 by roll call vote as follows:

	AYES	NAYS	ABSENT	ABSTAIN
Trustee Bernard Bertsche	✓			
Trustee Charles Cappell	✓			
Trustee Jim Kopec	✓			
Trustee Albert Lenkaitis, Jr.	✓			
Trustee Mike Millette	✓			
Trustee Roy Pollack			✓	
President Patsy Smith				

APPROVED THIS 17^m DAY OF JULY 2007

Patsy J. Smith
Patsy Smith, Village President

(SEAL)

ATTEST:

Rebecca Lambe
Rebecca Lambe, Village Clerk



**STATE OF ILLINOIS
ILLINOIS STATE POLICE
INTERAGENCY AGREEMENT BETWEEN
THE ILLINOIS STATE POLICE
AND**

The Illinois State Police (hereinafter “ISP”) acting as the state central repository for Criminal History Record Information (hereinafter “CHRI”) and the User, hereby agree to the following terms, provisions, and conditions:

I. Purpose:

- (1) ISP, in its capacity as the state central repository, has the authority to provide CHRI, pursuant to the applicable Illinois Compiled Statute, and be paid for its expenses. This Interagency Agreement (hereinafter “Agreement”) establishes the terms of the relationship.

II. Effective Date:

- (1) This agreement will commence upon execution of the signature of the Director of the Illinois State Police and continues unless canceled by either party upon thirty (30) days written notice.

III. Services the ISP agrees to provide to User:

- (1) Fingerprint-based Criminal History Record Information authorized by law to be released.

IV. Duties of User:

User agrees to undertake and perform the following duties:

- (1) User will request applicants submit fee applicant fingerprint cards, via a livescan vendor, for processing by ISP through its files. Manual fee applicant cards (IL 493-0696) will be accepted in those instances where livescan transmissions cannot be used.
- (2) User shall submit FBI fee applicant fingerprint cards for submission to the Federal Bureau of Identification’s Criminal Justice Information Services (CJIS) Division through the ISP.
- (3) User shall be responsible for checking the quality and completeness of all manual forms submitted by their Agency or Department to ensure they are legible and properly completed. Forms deemed to be incomplete may be returned unprocessed.

- (4) User shall cooperate with and make its records available to ISP/FBI for the purpose of conducting periodic audits to ensure User's compliance with all laws, rules, and regulations regarding the processing of CHRI furnished by ISP to User.
- (5) User agrees to keep such records as ISP may direct in order to facilitate such audits. At a minimum, User 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 requestor, the authority of the requestor, 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.
- (6) User shall be responsible for the physical security of ISP/FBI CHRI under its control or in its custody and shall protect such information from unauthorized access, disclosure and dissemination.
- (7) User 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 User.
- (8) When CHRI is no longer required by User, data shall be destroyed by User through shredding or burning of paper documentation and/or deletion of electronic CHRI from User's databases.
- (9) The User shall comply with all the provisions of Criminal Identification Act (20 ILCS 2630/1, et seq).
- (10) Payments for services rendered by ISP pursuant to the terms of this Interagency Agreement shall be paid in full not later than forty-five (45) calendar days from the last date of the billing cycle. Failure to pay on a timely basis could result in an interruption of services rendered by ISP.
- (11) User shall comply with all provisions outlined in Addendum 1 if User is providing livescan fingerprinting services as part of this Interagency Agreement.

V. Duties of ISP:

ISP agrees to undertake and perform the following duties:

- (1) ISP shall process, in a timely fashion, all ISP/FBI fee applicant cards submitted by User.
- (2) ISP agrees to forward, in a timely fashion, FBI applicant fingerprint cards to the FBI's Criminal Justice Information Services (CJIS) Division.

- (3) ISP shall, if requested, assist User in the interpretation or translation of any CHRI requiring clarification.
- (4) ISP shall conduct an annual review in order to determine the level of fees to be established to cover the cost of processing criminal record inquiries. ISP fees shall be based upon the cost of providing CHRI services, as required by law. User shall be notified of any change in ISP fees. Pursuant to notification by ISP, any new ISP fee established shall replace the ISP fee identified in Appendix A.
- (5) Fingerprint submission procedures established by the FBI are subject to change and ISP shall advise User immediately of any changes promulgated by the FBI.
- (6) ISP will notify User if fee applicant fingerprint cards are of insufficient fingerprint quality. Background checks can not be processed for fee applicant fingerprint cards containing insufficient fingerprint quality. The User may request the applicant resubmit a new completed fingerprint card for reprocessing by ISP with the appropriate fee.

VI. General Provisions

- (1) ISP agrees to notify User sixty (60) days prior to making changes in rules, procedures, and policies adopted by it and 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) The current fee schedule is reflected in Appendix A. This agreement may be amended by the mutual consent of both parties at anytime during its term. Amendments to this Agreement shall be in writing and signed by both parties or their authorized representatives. Modifications of the fee amounts in Appendix A will be implemented upon written notification from ISP to User.

IN WITNESS THEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

Patsy J. Smith

Signature of Agency Head

Patsy J. Smith

Print or Type Name of Agency Head

Village of Compton Hills

Name of Agency

Unit B crossing

40W 115 Compton

Compton Hills, IL

60175

Address of Agency

City

State

Zip

630-584-5700

Telephone Number

Fax Number

pjpub@aol.com

E-mail Address

July 17, 2007

Date

State of Illinois
Illinois State Police

By: _____

Director

Date: _____

Appendix A

AUTHORIZATION: ISP will provide User with CHRI pursuant to and limited by:
20 ILCS 2630/et seq

FEES: Services performed by ISP will be based upon the following fee schedule:

- \$44.00 Each original set of Fee Applicant fingerprint cards (1-ISP & 1-FBI) submitted manually.
- \$39.00 Each set of Fee Applicant fingerprint images (1-ISP & 1-FBI) submitted electronically.
- \$20.00 Each ISP Fee Applicant fingerprint card submitted manually
- \$15.00 Each ISP Fee Applicant fingerprint card submitted electronically.
- \$24.00 Each FBI Applicant fingerprint card submitted manually or electronically.
- \$10.00 Each re-submission of ISP/FBI Fee Applicant fingerprints as a result of an unclassifiable fingerprint card.

NOTICES: All notices shall be effective on the date of posting with the U. S. Postal Service and shall be addressed as follows:

ISP: Illinois State Police
Bureau of Identification
260 North Chicago Street
Joliet, Illinois 60432- 4072

USER:

Village of Compton Hills
Agency

40W115 Unit B Compton Crossing
Street Address

Compton Hills, IL 60175
City, State, Zip

630-584-5700
Telephone Number

630-584-5775
Fax Number

rjpub@aol.com
E-mail Address

Addendum 1

(Addendum I to be utilized in conjunction with ISP Interagency Agreement for the sole purpose of utilizing livescan fingerprinting services)

Purpose:

Governmental agencies or other legal entities (hereinafter "Users") have a need for livescan fingerprinting services in order to perform their licensing and employment responsibilities. Vendors may be utilized by such Users to provide livescan fingerprinting services and have the fingerprint images forwarded to the ISP for processing. ISP, in its capacity as the state central repository, has the authority to provide CHRI, pursuant to the applicable Illinois Compiled Statute, and be paid for its expenses. This Addendum establishes the terms of the relationship.

Services ISP Agrees to Provide:

ISP agrees to accept and process livescan fingerprint images submitted in the form and manner prescribed by ISP.

Duties of User:

User agrees to undertake and perform the following duties:

- (1) User agrees to capture and transmit all fingerprint images to the ISP using livescan equipment certified by the Federal Bureau of Investigation (FBI). The fingerprint images and demographic data must be submitted in the form and manner required by ISP/FBI, including the electronic transfer of fingerprint 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.
- (2) User agrees to comply with all ISP/FBI certification standards and procedures, which includes but is not limited to certification of livescan equipment, audits of livescan transmissions to the ISP/FBI.
- (3) User agrees to take appropriate action to ensure each livescan transmission is sent to ISP successfully and passes all ISP livescan edits, conforming to the most recent ISP Electronic Fingerprint Submission Specifications (EFSS). In the event the electronic fingerprint specifications are modified, the user agrees to make any changes necessary to meet the new specifications within thirty (30) days of notification.
- (4) User agrees to cooperate and make its records available for the purpose of conducting periodic audits by ISP/FBI to ensure compliance with all laws, rules and regulations regarding the submission of fingerprints to the ISP/FBI via livescan.

Dissemination:

At a minimum, User 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 requestor, the authority of the requestor, 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. CHRI will only be disseminated directly to the Requestor and only to the extent permitted by law.

Patsy J. Smith

Signature of Agency Head

Patsy Smith

Print or Type Name of Agency Head

Village of Compton Hills

Name of Agency

Unit B crossing
40W115 Compton *Compton Hills* *IL* *60175*

Address of Agency

City

State

Zip

7-17-07

Date