



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE ILLINOIS STATE POLICE

AND

Criminal Justice Agency Name: Wheeling Police Department

(participating agency)



- 1) PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the Illinois State Police (ISP) and the Participating Agency referred to as the "parties", is to memorialize the parties' understandings regarding the transmitting, receiving, and storage of information contained in LEADS, National Crime Information Center (NCIC) and Secretary of State (SOS).
- 2) BACKGROUND: The ISP maintains the LEADS system of records containing multiple files; Vehicle and License Plate files that contain information relating to stolen vehicles or license plates and vehicles in association with records entered in the Wanted and Missing Person files. Additionally, the SOS maintains the vehicle registration records and provides information relating to license plates that are suspended or revoked pursuant to violations of the law.

The Participating Agency instituted state-of-the-art license plate screening technology from mobile and fixed sites. Their vendors provide software and screening devices that have the capability of scanning license plates and searching a local database loaded into a patrol vehicle computer or other location controlled by the agency. Consequently, the Participating Agency has requested relatively current Computerized Hot File (CHF) information from the LEADS and NCIC, and SOS files in order to compare scanned numbers against stolen license plates, vehicles, wanted or missing persons, and suspended or revoked license plates.

- 3) AUTHORITY: The ISP enters into this MOU under the authority provided by the Illinois Administrative Code, Title 20 - Part 1240 - LEADS.
- 4) SCOPE: This MOU applies to: 1) the ISP's transmission of information from the LEADS and NCIC Vehicle and License Plate files; 2) the ISPs' transmission of vehicle information from the LEADS and NCIC Wanted and Missing Person files (if the license plate or VIN is part of the record); and 3) the ISP's transmission of suspended and revoked license plate information from the Illinois SOS.

A. The ISP will:

1. Provide the Participating Agency and/or its CJIS Security Policy compliant vendor with extracts from the LEADS/NCIC Vehicle and License Plate Files, vehicle information in the LEADS/NCIC Wanted and Missing Person files, and SOS suspended and revoked license plate information.
2. Provide updated extract information on a mutually agreed to frequency.
LEADS twice a day, 7 days a week
NCIC once a day, 7 days a week
SOS once a day, Monday – Friday
3. Respond to specific inquiries from the Participating Agency; and

4. Provide the Participating Agency with the name and telephone number of a technical and an administrative point of contact. **ISP LEADS Administration, Charles Caudill, (217) 557-9979, Fax (217) 524-2498, charles.caudill2@illinois.gov**

B. The Participating Agency and its CJIS Security Policy compliant vendor will:

1. Use the LEADS/NCIC/SOS extracts for criminal justice purposes only;
2. Comply with all other LEADS and NCIC policies and procedures regarding security, access and dissemination;
3. Provide the name and address(es) of vendor(s) involved:

Name(s): Flock Safety

Address: 1170 Howell Mill Rd. NW Unit 210, Atlanta, GA. 30318

Phone: 866-901-1781 Email: support@flocksafety.com

Vendor Representative Name(s): Michael Hutton

4. The license plate reader (LPR) vendor representative(s) must have a state of residence and national fingerprint-based background check conducted using the criminal justice agency's NCIC ORI as a criminal justice applicant fingerprint check. **Please provide written confirmation along with this signed MOU confirming fingerprint check conducted and on file at your agency.**

NOTE: If fingerprints have been submitted previously by another criminal justice agency, the confirmation response from the state Repository/FBI can be shared with multiple criminal justice agencies and will not require each agency to submit fingerprints each time the vendor contracts with a new agency. However, each agency is responsible for maintaining the fingerprint confirmation response on file at their agency for auditing purposes and provide a copy to ISP by attaching to this MOU.

5. Update its local database as ISP updates become available, ensuring that those numbers deleted from the LEADS/NCIC/SOS systems are also removed from all local databases;
6. Confirm extract CHF hits are still active in LEADS/NCIC at the earliest reasonable opportunity, in accordance with current LEADS hit confirmation policy and procedures;
7. Ensure the LEAD/NCIC/SOS data is not copied or stored for purposes other than the LPR process.
8. Provide the ISP with the contact information of a technical and administrative point of contacts at the Participating Agency (must be under the management control of the criminal justice agency Chief Administrator).

Technical Contact Name: Jacek Trzebunia

Address: 1 Community Blvd., Wheeling, IL. 60090

Phone: 847-459-2990 Fax: 847-520-2024

Email: jtrzebunia@wheelingil.gov

Administrative Contact Name: Jim Borchardt

Address: 1 Community Blvd., Wheeling, IL. 60090

Phone: 847-459-2637 Email: jborchardt@wheelingil.gov

- 5) **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures will be subject to budgetary processes and availability of funds pursuant to applicable laws and regulations. The parties expressly acknowledge that this in no way implies that the State will appropriate funds for such expenditures.
- 6) **DISCLOSURE AND USE OF INFORMATION:** The exchange of information will be limited to extracts from the LEADS/NCIC Vehicle and License Plate files, vehicle information in the LEADS/NCIC Wanted and Missing Person files, and SOS vehicle registration suspended/revoked file.
- 7) **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.
- 8) **SECURITY:** It is the intent of the parties that the transfer of information described under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU..
- 9) **AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:**
 - A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.
 - B. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.
 - C. Either party may terminate this MOU upon 30 days written notification to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:
 1. The parties will continue participation, financial or otherwise, up to the effective date of termination.
 2. Each party will pay the cost it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU or within the time period dictated by any controlling retention schedule established pursuant to the provisions of the State Records Act (5 ILCS 160/1 *et seq.*)

10) This MOU, which consists of ten sections, will enter into effect upon signature of both parties, will be reviewed annually to determine whether amendments are needed, and will remain in effect until terminated. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the State of Illinois, or the officers, employees, agents, or other associated personnel thereof.

The foregoing represents the understandings reached between the ISP and the Participating Agency.

FOR THE ILLINOIS STATE POLICE

Signature – Director Brendan F. Kelly

Date

FOR THE PARTICIPATING CRIMINAL JUSTICE AGENCY

James Dunne
Signature – (Must be Criminal Justice Administrator)

12/15/22

Date

Please print name: James Dunne

Title: Chief of Police

Criminal Justice Agency NCIC ORI:



ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075

RECEIVED
MAY 16 2022

SOUTH BARRINGTON POLICE DEPARTMENT
30 SOUTH BARRINGTON ROAD
SOUTH BARRINGTON, IL 60010-9500

PURSUANT TO A FINGERPRINT BASED SEARCH USING THE FINGERPRINT CARD SUBMITTED BY YOUR AGENCY, THE FILES OF THIS BUREAU [REDACTED] THIS FINGERPRINT CARD IS BEING RETAINED BY THE BUREAU OF IDENTIFICATION.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE FEEL FREE TO CONTACT THIS OFFICE AT ISP.BOI.CUSTOMER.SUPPORT@ILLINOIS.GOV OR (815) 740-5160 TO LEAVE A MESSAGE.

IDENTIFIERS

DCN: [REDACTED]
SUBMISSION TYPE: APP
Name: [REDACTED]
Sex Code: MALE

TCN: [REDACTED]
RESULT: [REDACTED]
Employer #: [REDACTED]
Race Code: WHITE

PURPOSE: CJE
SID: [REDACTED]
SSN #: [REDACTED]
DOB: [REDACTED]

STATE USE ONLY

WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW
TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION

RECEIVED
MAY 16 2022

SOUTH BARRINGTON POLICE DEPARTMENT
30 SOUTH BARRINGTON ROAD
SOUTH BARRINGTON, IL 60010-9500

FBI RESPONSE

THE FOLLOWING IS IN RESPONSE TO YOUR SUBMISSION WHICH WAS SENT TO THE FEDERAL BUREAU OF INVESTIGATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS RESPONSE, PLEASE CONTACT THE FBI HELP DESK :

FBI HELP DESK
PHONE NUMBER: 1-304-625-2000

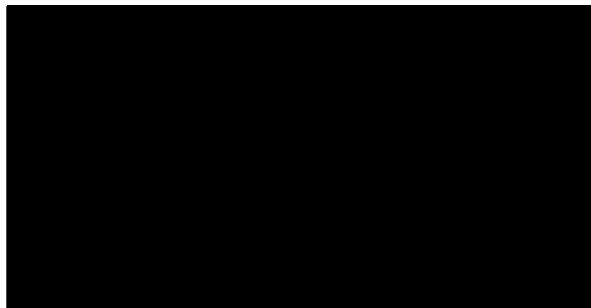
IDENTIFIERS

		RESULT:NH		
DCN:		TCN:		RESPONSE DATE:
SUBM TYPE:		ORI:		FBI ICN:
NAME:		EMPLOYER#:		SSN:
SEX CODE:	M	RACE CODE:	W	DOB:

2022/05/11 0:0:0

FBI RESPONSE

THIS FEDERAL BUREAU OF INVESTIGATION RAPSHEET IS IN RESPONSE TO YOUR
SUBMISSION SENT TO THE FBI:
CIVIL APPLICANT RESPONSE



IL016SA00
CHIEF
POLICE DEPARTMENT
30 S BARRINGTON RD
SOUTH BARRINGTON, IL 60010-9500