



ILLINOIS STATE POLICE

Division of Administration

Pat Quinn
Governor

Hiram Grau
Director

October 31, 2012

Mr. Peter Breen
Lombard Liquor Control Commission
235 E. Wilson Avenue
Lombard, IL 60148

Re: Illinois State Police User Agreement

Dear Mr. Breen:

Enclosed you will find your executed User Agreement with the Illinois State Police, facilitating future criminal background check inquiries. Your agency's identifying information is listed below:

ORI: IL022130L
Purpose Code: LIQ

For information on getting started with your criminal history requests, please visit the web site at www.isp.state.il.us. The publication *Guide to Understanding Criminal Background Check Information* located on the website should be of assistance to your organization.

Inquiries regarding criminal history check transactions should be addressed by contacting the Customer Support Unit at BOI_Customer_Support@isp.state.il.us.

For questions about specific submissions, please provide any personal identifiers as they relate to your background check inquiry i.e., name, date of birth, date of transaction and the transaction control number (TCN) if available.

Sincerely,

Karen Levy McCanna
Executive II

Enclosure



STATE OF ILLINOIS
ILLINOIS STATE POLICE
INTER AGENCY AGREEMENT BETWEEN
THE ILLINOIS STATE POLICE

AND

Lombard Liquor Control Commission IL022130L

Requesting Organization (User)

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 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.

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.

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:

\$36.50	Each original set of Fee Applicant fingerprint cards (1-ISP & 1-FBI) submitted manually.
\$31.50	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.
\$16.50	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: Lombard Liquor Control Commission IL 022130L
Agency

235 E. Wilson Avenue, Lombard, IL 60148
Street Address, City, State Zip

630 - 873-4400
Telephone Number

Fax Number

*E-mail Address

Please mark only one preferred response method:

*Agency must have installed the decryption software (www.isp.state.il.us) and must be registered with Entrust (www.illinois.gov/pki) **prior to receiving** email responses.

Addendum 1 -continued-

- (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 live scan.

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 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. CHRI will only be disseminated directly to the Requester and only to the extent permitted by law



Signature of Agency Head

PETER GREEN

Print or Type Name of Agency Head

Lombard Liquor Control Commission IL 022130L

Name of Agency

235 E. Wilson Avenue Lombard IL 60148

Address of Agency City State Zip

October 4, 2012

Date