



# State of Illinois Illinois State Police



## LEADS AGREEMENT

Please check the box that applies:

- New Agreement (New LEADS Agency)
- Agency Chief Administrator Name Change
- Added Agreement Addendum (refer to page 3 for addendum options)

This Agreement is entered into, by and between

\_\_\_\_\_ (Your Agency Name)

\_\_\_\_\_ (Your Agency's NCIC ORI) \_\_\_\_\_ (Date)

(hereinafter referred to as the Participating Agency) and the Illinois State Police (hereinafter referred to as ISP). This Agreement sets forth the conditions governing the Participating Agency's use of LEADS services.

### **I. Purpose**

Implementation of this Agreement is intended to enhance and foster the exchange of criminal justice data, to assist in decision making, and improve officer and public safety.

### **II. Indemnification**

To the extent permitted by federal law, the Participating Agency agrees to indemnify and hold harmless the State of Illinois, ISP and any of its employees or officials from, and against any and all claims, demands, actions, suits and proceedings including, but not limited to, any liability for damages by reason of, or arising out of any false arrest or imprisonment or any cause of action whatsoever; and from and against any loss, cost, expense, or damage resulting therefrom arising out of, or involving any acts by or on the part of the Participating Agency in the fulfillment of this LEADS Agreement.

### **III. Suspension of Services**

ISP reserves the right to immediately and unilaterally suspend the Participating Agency's access to LEADS when any term of this Agreement is violated or, in the opinion of ISP, appear to have been violated. Suspended service shall only be resumed upon such terms and conditions as the ISP shall deem appropriate under the circumstances. Suspension may be followed by termination if deemed necessary by ISP.

### **IV. Participating Agency Responsibilities**

1. Abide by all LEADS and NCIC requirements.
2. Submit requests in writing and receive written approval from ISP before making any changes to computer equipment, software, configuration, placement or network connectivity.

3. Abide by all policy relating to the LEADS and NCIC Security Policies.
4. Be responsible for ensuring any person who accesses LEADS is trained and certified by ISP for the functions authorized to perform.
5. Purchase and maintain such equipment and software and obtain communications circuits as it reasonably deems necessary in its sole discretion, provided such equipment, software and circuits are in accordance with specifications provided by ISP. Placement, connectivity and equipment configuration must be approved by ISP prior to installation.
6. Establish local policies and procedures for safeguarding information and equipment, and impose disciplinary action against any individual found to be violating LEADS policies and procedures.
7. Cooperate with the ISP in any investigation into allegations of misuse of data contained in LEADS or violations of policy.
8. Cooperate with and to make its records available to ISP for the purpose of conducting periodic audits of the Participating Agency's compliance with the terms of this agreement. User agrees to keep such records as ISP may direct in order to facilitate such audits.
9. Collect, receive, store, access, use and disseminate all information accessible through or provided by LEADS in strict compliance with all Federal and State laws and regulations, and with policies adopted by ISP to administer LEADS. Protect data stored in LEADS to ensure correct, legal and efficient dissemination and use. The individual receiving a request for criminal justice information must ensure the person requesting the information is authorized to receive the data. The data stored in LEADS is confidential and should be treated accordingly. An unauthorized request or receipt of LEADS material could result in criminal proceedings.
10. Promptly remove data, where applicable, when notified or when they become aware that the data is no longer valid, or does not comply with policies and procedures.
11. Be responsible for the custody, accuracy and reliability of any information or record accessible through LEADS which the Participating Agency originated and submitted.
12. Submit all applicable new agreements upon a change in the Participating Agency Chief Administrator. Submission of new documentation shall take place within 60 days of said command change.
13. Vendor supplied or internally written software must provide access to all authorized files and services, and permit the capability to perform all functions that may be performed by ISP provided LEADS software. These agencies must absorb the costs necessary for these changes.
14. Maintain management control of all communications systems, LEADS workstations, printers and related equipment; and all personnel operating and/or having access to LEADS related equipment, by a sheriff, chief of police, authorized law enforcement supervisor, authorized criminal justice administrator or law enforcement official.

Management control is defined as the authority to set and enforce 1) priorities; 2) standards for the selection, supervision and termination of personnel and 3) policy

governing the operation of computers, circuits and telecommunications workstations used to process, store or transmit LEADS data.

15. To appoint one employee as its LEADS Agency Coordinator. If your agency has access to LEADS via mobile data computers, your agency must also appoint one employee as its Mobile Data Agency Coordinator. The names of the LAC and MDAC must be submitted in writing to the LEADS Administrator. Immediately upon the termination or reassignment of the LAC or MDAC, the Participating Agency Chief Administrator must appoint and notify the LEADS Administrator in writing of the new LAC or MDAC.

*NOTE:* The LAC and the MDAC may be the same employee.

16. Promptly meet all monetary obligations to the vendor(s) which provides equipment, circuit and maintenance.
17. Maintain accurate agency and user data in the LEADS Registry.

#### **V. Illinois State Police Responsibilities**

1. Administer and maintain LEADS and ISP equipment needed to provide service to the Participating Agency.
2. Provide LEADS access, training, system documentation, updates and other materials necessary to ensure the Participating Agency's ability to effectively participate.
3. Make no changes in rules, procedures and policies adopted by it and incorporated in this agreement without furnishing notice to the Participating Agency and a 60-day period in which the Participating Agency may submit comment to ISP. Changes in the rules, procedures and policies originating with federal or state executive order, congressional or state legislative enactment or by court decision will be initiated as required by law. Adoption of Administrative Rules shall be considered compliance with this notice provision.
4. Remove any data where a substantial question exists concerning the validity or accuracy of any record contained within LEADS. Immediately upon removal, ISP will notify the Participating Agency.

#### **VI. Dissemination Restrictions**

All data supplied through LEADS is strictly forbidden to be used for personal reasons. It is strictly forbidden to sell any information obtained to any individuals, organization, government agency or corporation. It is strictly forbidden to disseminate any information obtained through LEADS to any individual organization that is not legally authorized to have access to that information.

#### **VII. Addendums**

The following addendums are hereby incorporated into this agreement. Please check each addendum that applies to your agency's request for access. Additionally, each appropriate addendum must be signed by the Agency Chief Administrator and attached to the LEADS Agreement.

\_\_\_\_\_ A. Criminal History Record Information

\_\_\_\_\_ B. Computerized Hot Files

**VIII. Appropriations**

The terms of this Agreement are contingent upon sufficient monies being made available to the ISP for the performance of this Agreement. If sufficient appropriations and authorizations are not provided, this Agreement shall terminate upon written notice being given by ISP to the Participating Agency.

**IX. Severability**

The terms of this Agreement shall be considered to be severable. In the event that any of the terms of this Agreement shall be deemed to be void or otherwise unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

**X. Amendment**

This Agreement shall not be altered, changed or amended except in writing executed by the Participating Agency and ISP.

\_\_\_\_\_  
**Participating Agency Chief Administrator Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
*Type or Print Agency Chief Administrator Name*

\_\_\_\_\_  
**Title of Participating Agency Chief Administrator**

\_\_\_\_\_  
**Participating Agency Primary NCIC ORI**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**ISP Director Signature**

\_\_\_\_\_  
**Date**

Brendan F. Kelly  
*ISP Director*

**CRIMINAL HISTORY RECORD INFORMATION  
ADDENDUM**

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**I. Purpose**

ISP, in its capacity as the State Central Repository, has the authority to provide the Participating Agency with Criminal History Record Information when such information is necessary in the due administration of the criminal laws. ISP and the Participating Agency agree to abide by:

1. Laws of the State of Illinois, as contained in 20 ILCS 2630, 20 ILCS 2605/55a and 5 ILCS 220/1.
2. Title 28 of the Code of Federal Regulations, Chapter 1, Part 20, governing the use and dissemination of CHRI.

**II. Definitions**

ISP and the Participating Agency hereby agree that the usage herein of the term CHRI shall be that information required to be reported to ISP pursuant to the Criminal Identification Act (20 ILCS 2630/0.01 et seq.).

**III. Participating Agency Responsibilities**

1. Obtain from ISP the most complete and accurate CHRI before any subsequent dissemination of CHRI to any person or agency.
2. Log all disseminations of CHRI received from ISP and covered by the terms of this agreement. 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 years.

\_\_\_\_\_  
**Participating Agency Chief Administrator Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
*Type or Print Agency Chief Administrator Name*

\_\_\_\_\_  
**Title of Participating Agency Chief Administrator**

\_\_\_\_\_  
**ISP Director Signature**

\_\_\_\_\_  
**Date**

Brendan F. Kelly  
*ISP Director*

**COMPUTERIZED HOT FILES  
ADDENDUM**

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This Addendum specifies the responsibilities of the Participating Agency for the Law Enforcement Agencies Data System and the National Crime Information Center access.

**I. Participating Agency Responsibilities**

1. Enter all records pertaining to stolen property, warrants, officer safety and missing/runaway persons into LEADS (and NCIC, where appropriate) as soon as the occurrence is known and sufficient identifiers are available to permit the establishment of a record. Documents to support LEADS/NCIC records must be available on a 24-hour-per-day basis, either by direct access or telephone inquiry.
2. Assume responsibility for both the accuracy and timeliness of the records entered under its authority. Cooperate with quality control efforts by modifying or removing data that is either incorrect or invalid.
3. Will not enter computerized hot file records until a LEADS workstation is operational/attended on a 24-hour, 7-days-a-week basis.
4. Validate all LEADS/NCIC computerized hot file records 60 to 90 days after entry and annually thereafter.
5. Furnish a record confirmation in the time period required, based on the priority of urgent or routine. Provide a response indicating a positive or negative confirmation or a notice of the specific amount of time necessary to provide a response to the request for record confirmation.

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**Participating Agency Chief Administrator Signature**

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**Date**

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*Type or Print Agency Chief Administrator Name*

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**Title of Participating Agency Chief Administrator**

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**ISP Director Signature**

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**Date**

Brendan F. Kelly  
*ISP Director*