LEADS Daily Bulletin

January 27, 2023

FOID CLEAR AND PRESENT DANGER

IMPORTANT NOTICE

EFFECTIVE MARCH 1, 2023, all requests for Clear and Present Danger will only be accepted via the Law Enforcement Portal. Paper forms and faxes WILL NOT BE ACCEPTED!

If your agency has not registered for the Law Enforcement Portal, please have an agency administrator register your agency by contacting the ISP at the following email address: *isp.ccw.illinois@illinois.gov*. The registration form is attached. Please note, the form must be notarized and submitted to the ISP to be approved. Training will be available for agencies and officers to familiarize themselves with the new process at that time. It is strongly encouraged that personnel using the portal review the training prior to submitting requests in the portal.

Operator's Initials	Date	Operator's Initials	Date	Operator's Initials	Date	Operator's Initials	Date	Operator's Initials	Date

FIREARMS SERVICES BUREAU

LAW ENFORCEMENT AGENCY PORTAL REGISTRATION

AGENCY NAME: _____ AGENCY ORI: _____

AGENCY ADDRESS: _____ AGENCY PHONE: _____

_____

_____

AGENCY ADMINISTRATOR FOR THE FIREARMS SERVICES BUREAU LAW ENFORCEMENT PORTAL:

NAME: _____

TITLE: _____

EMAIL: _____ (required)

PHONE: _____

I hereby authorize the above named individual to act on my behalf as the chief law enforcement officer of the _____ (name of agency) and serve as the agency's Law Enforcement Portal Site Administrator. I understand the Agency Administrator will maintain control of those designated within my agency to serve as my designee for purposes of filing Concealed Carry License Application Objections, and change or add participants as needed to access the FOID Revocation List.

Printed Name of Chief Law Enforcement Officer: _____

Signature of Chief Law Enforcement Officer: _____ Date: _____

Subscribed and sworn to before me

this _____ day of _____, _____.

_____

Notary Public

Please return to:
Illinois State Police
Firearms Services Bureau – Attn: CCL LE Registration
801 South 7th Street, Springfield, IL 62703
FAX: (217) 782-9139 EMAIL: ISP.CCW.Illinois@illinois.gov

Illinois State Police
Firearms Services Bureau

LAW ENFORCEMENT PORTAL
User Agreement

This Agreement is entered into by and between the _____ ("Participating Agency") and the Illinois State Police ("ISP"). This Agreement sets forth the parties' respective duties and conditions governing the Participating Agency's access to the following ISP databases through the Law Enforcement Portal and submission and use of data contained within the databases:

- Firearm Concealed Carry Act (FCCA) Law Enforcement Objection Database
- Firearm Owner's Identification Card Act (FOID) Revocation List

I. Purpose and Authority - The FCCA requires the ISP to provide a searchable database which is accessible by law enforcement agencies and allows such agencies to submit objections to FCCA license applicants based upon a reasonable suspicion that the applicant is a danger to himself or herself or others, or a threat to public safety. This Agreement is intended to enhance and foster the responsible exchange of law enforcement objections by ensuring that participating agencies and the ISP understand their respective roles and responsibilities.

Furthermore, the Firearm Owner's Identification Card Act requires the ISP to notify law enforcement agencies when a person's card is revoked. The Act also requires persons whose cards are revoked to surrender their cards to local law enforcement and complete a Firearm Disposition Record Form within 48 hours of receiving notice of the revocation. This Agreement is intended to assist the parties in achieving their respective legislative mandates and aid their efforts to enhance public safety.

II. Assumption of the Risks and Indemnification - Participating Agency and its individual users are responsible for verifying the quality and accuracy of the information submitted. The ISP has no liability to the Participating Agency for any special, incidental indirect, punitive, or consequential damages arising from their use of the ISP's FCCA Law Enforcement Objection Database or FOID Revocation List. By entering into this Agreement, the Participating Agency agrees to assume, without limitation, all risks of loss and to indemnify and hold harmless ISP and any of its employees or officials against any and all claims, actions, losses, expenses, and damages that may arise from the Participating Agency's use of and submission to ISP's FCCA Law Enforcement Objection Database or FOID Revocation List. Nothing in this Agreement is intended to create a private right of action for any member of the public or alter existing or future federal and state law requirements. Pursuant to Sec. 45 of the Act, Civil Immunity. (430 ILCS 66/45) The Board, Department, local law enforcement agency, or the employees and agency of the Board, Department, or local law enforcement agency participating in the licensing process under this Act shall not be held liable for damages in any civil action arising from alleged wrongful or improper granting, denying, renewing, revoking, suspending, or failing to grant, deny, renew, revoke, or suspend a license under this Act, except for willful or wanton misconduct.

III. Illinois State Police Responsibilities - As the Administrator of the FCCA Law Enforcement Objection Database and FOID Revocation List, the ISP agrees to the following responsibilities:

A. FCCA Law Enforcement Objection Database

1) No later than 10 days after receipt of a completed application, the ISP shall enter all statutorily relevant information about applicants into a searchable database that is accessible to participating agencies.

2) If a participating agency submits an objection within 30 days after the entry of an applicant into the database, the ISP shall, within 10 days of completing all necessary background checks, submit the objection and all information related to the application to the Firearms Concealed Carry Licensing Review Board.

B. FOID Revocation List

1) By the fourth day of the month, the ISP shall update the FOID Database Revocation List located on the Law Enforcement Portal. The list will be available by county and contain the card holder's name, date of birth, address, revocation date, reason for revocation, number of FTIP transactions associated with FOID card number, and whether or not the individual has returned the revoked FOID card and the completed Firearm Disposition Record.

2) Enforcement action should not be taken based solely on the FOID Database Revocation List. The list is a static report run of the 1st day of every month. Officers should use LEADS to verify the current status of the individual's FOID status.

IV. Participating Agency Responsibilities - As a law enforcement agency subject to the laws of the state of Illinois, the Participating Agency agrees to the following responsibilities:

A. The Chief Law Enforcement Officer shall either personally oversee the Participating Agency's submission of objections to the FCCA Law Enforcement Objection Database or designate a person to do so on his/her behalf.

B. The Chief Law Enforcement Officer shall assign an Agency Administrator for the Firearm Services Bureau Law Enforcement Portal. The Agency Administrator will ensure all of the Participating Agency's users are trained, authorized for system access and follow protocol outlined within this agreement.

C. The Participating Agency may confer and collaborate with other Participating Agencies to ensure the review of all applicants is given due diligence.

D. The Participating Agency agrees to ensure any objection to a FCCA license applicant submitted is based upon a reasonable suspicion that the applicant is a danger to himself/herself or others, or a threat to public safety.

E. The Participating Agency agrees that submission of FCCA objections shall include all information relevant to the objection.

F. The Participating Agency agrees that the FOID Revocation List will primarily be used to ensure compliance with Section 9.5 of the FOID Act. The Participating Agency further agrees information obtained from the FOID Revocation List Database will not be in any manner, not authorized by, or consistent with State or Federal law.

V. Compliance with Laws - The ISP and Participating Agency will ensure FCCA objections shall be made and shared with the Board in strict compliance with all federal and state laws, regulations and policies. The Participating Agencies shall ensure that information entered into the ISP's FCCA Law Enforcement Objection Database or FOID Revocation List was not obtained in violation of any state, local, tribal, and federal law.

VI. Security Breach - Should a security breach result in unauthorized acquisition of personal information, information owners will be notified of the incident in a timely manner, in accordance with the Personal Information Protection Act. (815 ILCS 530)

The Participating Agency shall immediately notify the ISP's Firearms Services Bureau upon discovery of a breach of the system or system data. In the event of a breach by Participating Agency, the Participating Agency shall have 90 days to report to the ISP's Firearms Services Bureau what steps have been taken to protect the information from future compromise. ISP shall notify the Participating Agency if the Participating Agency's data has been improperly disclosed.

Once the nature of the breach has been determined, the ISP will work with the participating Agency to facilitate proper notification to affected individuals in accordance with the Personal Information Protection Act.

Personal information is defined as an individual's first name or initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(1) Social Security number;

(2) Driver's license number or state identification card number;

(3) Account number or credit or debit card number, or an account number or credit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account

(4) Medical Information;

(5) Health Insurance Information; or

(6) Unique Biometric Data generated from measurements or technical analysis of human body characteristics used by the owner or licensee to authenticate an individual, such as a fingerprint, retina or iris image, or other unique physical representation or digital representation of biometric data.

Personal information will be considered to be acquired, or reasonably believed to be acquired by an unauthorized person in any of the following situations:

(1) Loss of documents – lost or stolen documents containing personal information.

(2) Loss of computing system – Loss of any server, desktop, laptop, or personal digital assistant (PDA) containing unencrypted personal information.

(3) Hacking incident – A successful intrusion of a computer system via the network.

(4) Unauthorized data access – The access or attempt to access data by individuals who are unauthorized to access that data. This includes situations where individuals have received data that they are unauthorized to access: emails sent to the wrong recipient, paper documents sent to the wrong recipient and incorrect computer access settings. This also covers situations 3 where unencrypted personal information has been downloaded, copied or used by an unauthorized person.

VII. Suspension/Termination of Services - ISP reserves the right to immediately and unilaterally suspend or terminate the Participating Agency's or an individual user's access to the Firearm Services Bureau Law Enforcement Portal, ISP FCCA Law Enforcement Objection Database and FOID Revocation List when any term of this Agreement is violated or, in the opinion of ISP, appear to have been violated. No services shall be arbitrarily suspended or terminated but rather must be based upon a violation of the term(s) of this Agreement. The ISP shall immediately notify the Participating Agency or individual user of such suspension and the reason therefor in writing. Any violations will be reported to the Chief Law Enforcement Executive of the Participating Agency and necessary steps will be taken to institute procedures to eliminate any future violations within a reasonable length of time not more than 30 days. 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.

VIII. Dissemination Restrictions

A. Secondary Dissemination - It is strictly forbidden to provide any information to any individuals, organization, government agency or corporation not legally authorized to have access to that information. The user receiving a request to disseminate criminal justice information must ensure the person requesting the information is authorized to receive the data. The data stored in the ISP systems is confidential and should be treated accordingly.

B. Freedom of Information Act "FOIA" – Pursuant to 5 ILCS 140/7.5(v) databases created and maintained under the FOID Act, FCCA and law enforcement agency objections under the FCCA are specifically exempt from disclosure under FOIA.

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. Term, Amendment and Termination - This Agreement continue until it is terminated or amended by mutual agreement of parties. The Agreement shall not be altered, changed or amended except in writing executed by the Chief of Police of the Participating Agency and the Director of the ISP. The Agreement may be terminated at any time by either party by providing (30) calendar days advance written notice to the other party.

In witness whereof, ISP and Participating Agency have caused this Agreement to be executed by their duly authorized representatives as of the last date written below ("effective date").

_____ _____

Participating Agency Chief, Signature Date

_____

Participating Agency Chief, Typed or Printed Name

_____ _____

Illinois State Police Director, Signature Date