

**RESOLUTION NO. R-2022-53**

**A RESOLUTION RATIFYING  
THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU)  
WITH THE ILLINOIS STATE POLICE FOR TRANSMITTAL,  
RECEIVING AND STORAGE OF LEADS, NCIC AND SOS INFORMATION AND DATA**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (the "Village Board"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood ("Village") and the Illinois State Police have jointly determined that it is in the best interests of the Village and its residents for the Maywood Police Department and the Illinois State Police to agree on the transmittal, receiving and storage of Law Enforcement Agencies Data System ("LEADS"), National Crime Information Center ("NCIC") and Secretary of State ("SOS") information and data between the two agencies; and

**WHEREAS**, the Village Board and the Illinois State Police desire to enter into a Memorandum of Understanding ("MOU") relative to the performance of the transmittal, receiving and storage of LEADS, NCIC and SOS information and data between the two agencies. The MOU contains all of the terms, conditions and obligations that the parties will be responsible for as part of their participation in the MOU. A copy of the MOU is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to ratify the approval and execution of the attached MOU by Maywood Police Chief Elijah Willis, and find that entering into the MOU is in the best interests of the Village, its residents, business owners and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood ratify the approval and execution of the MOU by Maywood Police Chief Elijah Willis, attached hereto as Exhibit "A" and made a part hereof. Further, the Board of Trustees of the Village authorize and direct the Village President, the Police Chief and the Village Attorney, or their designees, to execute the MOU and to execute and deliver all other instruments and documents to the Illinois State Police that are necessary to fulfill the Village's obligations under the MOU.

**SECTION 3:** This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

**ADOPTED** this 6th day of December, 2022, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones,  
M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** None

**APPROVED** this 6th day of December, 2022 by the Village President of the Village of Maywood,  
and attested by the Village Clerk on the same day.

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Nathaniel George Booker, Village President

**ATTEST:**

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Gwaine Dianne Williams, Village Clerk

[SEAL]

Exhibit "A"

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ILLINOIS STATE POLICE AND THE MAYWOOD POLICE DEPARTMENT (IL)  
FOR TRANSMITTAL, RECEIVING AND STORAGE  
OF LEADS, NCIC AND SOS INFORMATION AND DATA**

(attached)



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ILLINOIS STATE POLICE  
AND**



**Criminal Justice Agency Name:** Maywood Police Department (IL)  
(participating agency)

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- 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

04/20/2022

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](mailto: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): Denise Rigdon

Address: 500 W Monroe St, Chicago, IL 60661

Phone: \_\_\_\_\_ Email: denise.rigdon1@motorolasolutions.com

Vendor Representative Name(s): \_\_\_\_\_

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: Commander D. Diaz

Address: 125 S. 5th Ave. Maywood, IL 60153

Phone: (708) 243-2120 Fax: (708) 450-9487

Email: ddiaz@maywoodpolice-il.org

Administrative Contact Name: Commander D. Diaz

Address: 125 S. 5th Ave. Maywood, IL 60153

Phone: (708) 243-2120 Email: ddiaz@maywoodpolice-il.org

- 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**

B F Kelly  
Signature – Director Brendan F. Kelly

10/11/2022  
Date

**FOR THE PARTICIPATING CRIMINAL JUSTICE AGENCY**

[Signature]  
Signature (Must be Criminal Justice Administrator)

10/4/2022  
Date

Please print name: Chief Elijah Willis  
Title: Chief of Police

Criminal Justice Agency NCIC ORI: IL 0166700

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. R-2022-53**

**A RESOLUTION RATIFYING  
THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU)  
WITH THE ILLINOIS STATE POLICE FOR TRANSMITTAL,  
RECEIVING AND STORAGE OF LEADS, NCIC AND SOS INFORMATION AND DATA**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones,  
M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 7<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]