

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #:

Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:

1415 W. 22nd St., Tower Fl.
Oak Brook, IL 60523

P: 630.684.2366
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www.rewalsh.com

**PROPOSAL FOR CONDUCTING LATENT
FINGERPRINT EXAMINATIONS AND
DATABASE SEARCHES UTILIZING THE
FBI-INTEGRATED AUTOMATED
FINGERPRINT IDENTIFICATION
SYSTEM (IAFIS) FOR THE
ORLAND PARK POLICE DEPARTMENT**

**PROPOSAL FOR CONDUCTING LATENT FINGERPRINT EXAMINATIONS
AND DATABASE SEARCHES UTILIZING THE FBI-INTEGRATED
AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (IAFIS)**

R.E. Walsh & Associates, Inc.

R. E. Walsh & Associates, Inc. is an investigative, security, and consulting firm licensed to conduct business as a private detective agency and private security contractor agency in Illinois. For the past several years, an associate of the firm has been researching and developing policy and procedures for FBI-IAFIS fingerprint database access. Our firm has received approval from the Illinois State Police and FBI to utilize the FBI-IAFIS database in accordance with the State Police LEADS Agreement, FBI-IAFIS Addendum regulations.

R. E. Walsh's services will be performed by our associate Charles A. Schauer, a Certified Latent Print Examiner and member in good standing of the International Association for Identification and the Illinois Division of the International Association for Identification. When necessary, as well as for identification verifications, our firm will utilize additional associates who are Certified Latent Print Examiners or Latent Fingerprint Specialists who have received formal training in the areas of basic latent fingerprint identification, Universal Latent Workstation (ULW), and digital image software.

SCOPE OF WORK

- Review and evaluate any latent fingerprint lifts, photographs or any other latent print evidence for the presence of latent finger or palm prints suitable for comparison to inked fingerprints. Evaluate, calibrate and properly orient any latent print lifts or photographs that are suitable for searching in the FBI-IAFIS database.
- Prepare the latent fingerprints of IAFIS quality for searching in the FBI-IAFIS database by converting the latent prints to a digital format utilizing digital imaging software and importing the image into the FBI Universal Latent Workstation (ULW) software for launching the search via the FBI Law Enforcement Online (LEO) website.
- Review all responses and candidate lists for a possible identification to a specific candidate whose inked fingerprints are recorded in the FBI fingerprint database. If identification is effected, the identification will be reviewed by a second Certified Latent Print Examiner and the digital images saved and documented for possible criminal prosecution purposes. Copies of all pertinent documentation

will be the saved for the specific police agency to be made part of their permanent record of the criminal investigation.

- Manually compare and document any additional latent print evidence in the case to the individual identified as a result of an FBI-IAFIS search.
- Prepare a formal report of the identification to the name appearing on the fingerprint card and the FBI record number of the individual whose fingerprint card is identified as a match to the latent print or latent prints in question.
- Prepare a formal report on all searches and evaluations of latent fingerprint evidence regardless of whether or not identification is made.
- Consult with local prosecutors and appear in court to testify in any criminal hearings or trials if criminal prosecution is approved.
- Prepare any reports, demonstration charts or other material that may be requested by court officials, prosecutors or other attorneys in any civil or criminal investigation or prosecution.
- Train local law enforcement agency personnel in fingerprint related matters, including but not limited to: evaluation of latent print evidence, proper processing and photographic techniques for recording latent print evidence, properly orienting and calibrating latent print evidence for entry into the FBI-IAFIS system, fingerprint pattern recognition and proper use of the software used to launch the searches in the FBI-IAFIS database.
- Specific training in fingerprint related matters that are of concern to the individual police agency involved in the program.

Proposal Fees

Our rate for these services is \$125.00 per hour. No additional costs will be incurred without the prior approval of the Department. We will bill the Department on a monthly basis. Payment for services is to be within 30 days of invoicing. shall be made under the terms of the Local Government Prompt Payment Act (50 ILCS 505/).

Should this proposal be accepted by the Department a formal letter of engagement will be prepared and submitted to the Department.

By: Richard Toll
Richard Toll, R. E. Walsh & Associates

Date: 11/30/2016

R.E. Walsh & Associates, Inc.

Timothy McCarthy
Chief of Police
Orland Park Police Department
15100 South Ravinia Avenue
Orland Park, Illinois 60462

Re: Conducting Latent Fingerprint Examinations
Database searches utilizing the FBI-Integrated
Automated Fingerprint Identification System (IAFIS)

Dear Chief McCarthy:

1.0 Engagement

This letter confirms your agreement to retain R. E. Walsh & Associates, Inc. and its employees and associates ("R. E. Walsh") to conduct latent fingerprint examinations and database searches utilizing the FBI-Integrated Automated Fingerprint Identification System (IAFIS).

2.0 Scope of Work

The engagement is for the purpose of assisting members of the Orland Park Police Department in conducting latent fingerprint examinations and database searches utilizing the FBI-Integrated Automated Fingerprint Identification System (IAFIS), as outlined in our proposal dated November 30, 2016.

3.0 Confidentiality

All work performed, materials, and work product of any kind generated in furtherance of this engagement will be deemed to be confidential work product.

R. E. Walsh will maintain in confidence all information which has been or will be communicated by you and will not reveal such information to anyone or utilize it in any way except with your approval; provided, however, that R. E. Walsh may reveal such information, if required to do so, pursuant to government process after prior notice to you. All material supplied by you will be returned to you at the end of the engagement or upon your request.

4.0 Lawful Conduct

R.E. Walsh represents and warrants that it is licensed to perform all services referenced herein. R. E. Walsh shall not engage in any activity or project, in connection with any assignment from you, which is known by R. E. Walsh to be unlawful or illegal under the laws of the place where the activity occurs.

5.0 Subpoena or Third Party Efforts

Should any effort be made (a) either by subpoena or otherwise to gain access to materials documents, or information of any kind in the possession of R. E. Walsh which is generated or obtained or learned as a result of the work performed by R. E. Walsh under this engagement, (b) to stop, interrupt or interfere with the performance of R. E. Walsh's work pursuant to the Engagement, whether by judicial action or other means, R. E. Walsh shall promptly notify you.

6.0 Fees

Our rate for these services is \$ 125.00 per hour. No additional costs will be incurred without the prior approval of the Department. We will bill the Department on a monthly basis. Payment for services shall be made under the terms of the Local Government Prompt Payment Act (50 ILCS 505/).

7.0 Restriction

At no time can the Department hire or sub-contract any of our associates while this agreement is in effect.

8.0 Termination

You may terminate this Agreement immediately at any time with or without cause, upon written notice. The terms and understandings set forth in this letter shall survive the termination of any and all work performed pursuant to the engagement

9.0 Effective Date

The engagement and the terms of the letter shall be deemed to be effective on the date of signing.

10.0 Signature

Your signature below on this letter is your representation that you are authorized to enter into the engagement and to agree to the terms of this letter. Please execute and return the letter to me.

We look forward to working with you on this agreement.

Sincerely,

R. E. Walsh & Associates, Inc.

By: Richard Toll

12/8/2016

Richard G. Toll
R. E. Walsh & Associates
1415 W. 22nd Street, Tower Floor
Oak Brook, Illinois 60523

Date

By: Timothy McCarthy

1/11/17

Timothy McCarthy
Chief of Police
Orland Park Police Department
15100 South Ravinia Avenue
Orland Park, Illinois 60462

Date



FBI-IAFIS DIRECT LATENT CONNECTIVITY SERVICE AGREEMENT

This agreement is required to be executed when a Criminal Justice FBI-IAFIS Direct Latent Connectivity (DLC) terminal agency provides service for a Criminal Justice non-FBI-IAFIS Direct Latent Connectivity (DLC) terminal agency. Please complete Part I and II, and mail to:

Carol Gibbs
Illinois CJIS Systems Officer (CSO)
Illinois State Police
260 N Chicago Street
Joliet, IL 60432
815-740-4868

Please indicate agreement type (*check all that apply*)

☐ New Agreement

☐ Chief Administrator Name Change

☐ Other (please indicate reason) _____

PART I - AGENCY REQUESTING FBI-IAFIS DIRECT LATENT CONNECTIVITY SERVICE

As the chief administrator of the below named criminal justice agency, I hereby request any latent fingerprint enrollments and response files requested by this agency be addressed to the authorized submitting agency and received via the FBI-IAFIS Direct Latent Connectivity Program be delivered to the agency named in Part II.

Agency Name		Date	
Agency Address	City	State	Zip
*Authorized Chief Administrator Signature	Type/Print Chief Administrator Name		Title
()	()	()	
Administrative Telephone #	Alternate Telephone #	Fax #	
Yes ___ No ___	Yes ___ No ___	Yes ___ No ___	
(Indicate if operation of the above numbers are 24/7 by checking "yes" or "no")			

Primary ORI of Requestor: _____

Is ORI authorized access to Criminal History Record Information? Yes ___ No ___

PART II - AUTHORIZED FBI-IAFIS DIRECT LATENT CONNECTIVITY AGENCY PROVIDING SERVICE

As the chief administrator of the below named criminal justice agency, I hereby agree to promptly deliver to the agency named in Part I any and all latent fingerprint enrollments and response files received through the FBI-IAFIS Direct Latent Connectivity Program requested by this agency to be submitted to the FBI-IAFIS database. I further agree, upon termination of this agreement by either party, I will immediately notify the Illinois CJIS System Officer.

Agency Name		DLC ORI	Date
Agency Address	City	State	Zip
*Authorized Chief Administrator Signature	Type/Print Chief Administrator Name		Title
()	()	()	
Administrative Telephone #	Alternate Telephone #	Fax #	

Primary ORI of Provider: _____

PART III - ILLINOIS CJIS SYSTEMS OFFICER (CSO) ACCEPTANCE (NOTE: This section is to be completed by the Illinois State Police CJIS Systems Officer). I hereby accept this agreement and will record the necessary documentation until such time that the agreement is terminated.

ILLINOIS CJIS SYSTEMS OFFICER: Carol A. Gibbs

Date Completed: _____

* The Authorized Chief Administrator must be a criminal justice administrator (employed by a criminal justice agency) for signature purposes, unless this agreement is being signed by a noncriminal justice governmental agency that has an agreement with a criminal justice entity. FBI-IAFIS policy mandates a signed copy of this agreement must remain on file at each agency and be available upon request by the Illinois CJIS Systems Officer.



FBI-IAFIS DIRECT LATENT CONNECTIVITY HOLDER OF THE RECORD AGREEMENT



This document is an agreement between the

(Criminal Justice Agency owning the Criminal Justice Data entered or Owner of the Record)

and the

(Criminal Justice Agency entering/maintaining the Owner of the Record's Criminal Justice Data or Holder of the Record)

NOTE: Any agency having access to the FBI-IAFIS Direct Latent Connectivity Program (DLC) and having an Originating Agency Identifier assigned by the FBI specifically to search latent fingerprint evidence through the DLC in the FBI-IAFIS database, must enter and maintain records in accordance with the FBI Criminal Justice Information Services (CJIS) Security Policy and the Illinois State Police IAFIS Addendum User Agreement.

OWNER OF THE RECORD RESPONSIBILITIES:

1. Ensure appropriate supporting documentation is on-file and/or provided to the Holder of the Record agency when FBI-IAFIS latent fingerprint or ten-print requests are entered.
2. Notify the Holder of the Record agency immediately when any FBI-IAFIS search request is to be canceled/modified/voided.
3. Notify the Holder of the Record agency immediately if the case is adjudicated in a court of law or otherwise disposed of administratively. The electronic files to be maintained by the Owner of the Record include, but are not limited to, any files (i.e., LFPS, LFIS, IRQ, ISR, IRR, SRL, EFT, RSP, ULM, ULD, ULDR) created by the Holder of the Record on behalf of the Owner of the Record.

HOLDER OF THE RECORD RESPONSIBILITIES:

1. Assume responsibility for the accuracy, timeliness and completeness of criminal justice data entered for the Owner of the Record agency. Ensure appropriate supporting documentation is on-file and/or provided by the Owner of the Record agency when FBI-IAFIS records are entered.
2. Promptly remove data, where applicable; when notified by the Owner of the Record that the data is no longer valid or does not comply with the requirements set forth in the FBI CJIS Security Policy and the Illinois State Police IAFIS Addendum User Agreement.
3. Confirm all potential identification records in accordance with the standards and requirements established in the aforementioned CJIS Security Policy and the Illinois State Police IAFIS Addendum User Agreement.
4. Remove all data from the FBI-IAFIS database in accordance with the current FBI-IAFIS procedures for removing records, i.e. Unidentified Latent Deletion Requests (ULD/ULDR).
5. Maintain any and all electronic files created at the request of the Owner of the Record agency, including, but not limited to, (i.e., LFPS, LFIS, IRQ, ISR, IRR, SRL, EFT, RSP, ULM, ULD, ULDR).
6. Furnish a written record of any identification made by searching the FBI-IAFIS database directly or by a potential Unidentified Latent Match (ULM) as a result of a ten-print search of the Unidentified Latent File (ULF). Written confirmation must be received from the Owner of the Record agency acknowledging that the submitted latent fingerprint evidence has been identified in order that the Holder of the Record can remove the record from the FBI-IAFIS database by initiating an Unidentified Latent Deletion (ULD) request in a timely manner.

OWNER OF THE RECORD AGENCY (Please Type or Print)

NCIC ORI

Chief Administrator's Name & Title (Please Type or Print)

Chief Administrator's Signature

Date

HOLDER OF THE RECORD AGENCY (Please Type or Print)

NCIC ORI

/
DLC ORI

Chief Administrator's Name & Title (Please Type or Print)

Chief Administrator's Signature

Date

LEADS/NCIC policy mandates a signed copy of this agreement must remain on file at each agency and must be available upon request by the Illinois State Police CJIS Systems Officer (CSO) or Auditor.

03/28/14; 05/07/14