

RESOLUTION NO.: 161 -2022
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR CRIMINAL BACKGROUND CHECKS.

WHEREAS, the Chief of Police has advised this Council that the City may enter into a three-year agreement with the Ohio Attorney General for the provision of criminal background checks for a fee set forth in the Ohio Administrative Code 109:5-1-01, as it may be amended from time to time, currently \$22.00 per background check, for Bureau of Criminal Investigation ("BCI") records and \$25.25 per background check for Federal Bureau of Investigation ("FBI") records, through a program and equipment known as National WebCheck;

WHEREAS, it is anticipated by the Division of Police that the City's costs of the background checks will be offset by the Division's availability to perform background checks for other public agencies at a fee charged to those public agencies.

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: This Council authorizes the Mayor to enter into an agreement with the Ohio Attorney General, substantially in the form of the Agreement attached hereto as Exhibit A, for the payment of fees for criminal background checks of BCI and FBI records through National WebCheck for a cost not to exceed Ten Thousand Dollars (\$10,000.00) for the calendar year 2023.

Section 2: The Agreement authorized herein shall continue to be in full force and effect, subject to annual appropriations by this Council for the cost of services provided thereunder.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force at the earliest time permitted by law.

PASSED: December 20, 2022

APPROVED: December 20, 2022

ATTEST:

Betsy Traben
Betsy Traben
Clerk of Council

Kim A. Thomas, Mayor

Bobby Jordan
Bobby Jordan
President of Council

EXHIBIT A

AGREEMENT FOR NATIONAL WEBCHECK® PROGRAM SERVICES AND EQUIPMENT

This Agreement ("Agreement") between the Ohio Attorney General ("Attorney General"), which oversees the Bureau of Criminal Investigation ("BCI"), and CITY OF RICHMOND HEIGHTS ("Agency") is effective on the latest date of signature below, and identifies the terms, conditions, duties, and responsibilities of each party regarding the National WebCheck® ("WebCheck") program and equipment. The Agreement also ensures that the information received from the Attorney General is used appropriately by Agency and within the requirements of the Ohio Revised Code, the Ohio Administrative Code, and Federal laws and regulations.

I. Purpose

Under Ohio law, persons in various occupations and volunteer roles must obtain criminal background checks in order to be eligible for licensing, employment and volunteer activities. Such criminal background checks are available through the WebCheck services administered by the Attorney General, through BCI. This Agreement sets forth the terms and conditions under which Agency may obtain and disseminate criminal background check information through WebCheck services.

II. Basic Agency Responsibilities

- A. Agency must procure WebCheck equipment from a vendor that has been certified by BCI as an approved provider and maintain the equipment as directed by the vendor.
- B. Agency agrees to comply with any and all monitoring requests made by the Attorney General in a timely and complete manner.
- C. Agency agrees to comply with any and all training requirements set forth by the Attorney General. Agency's participation in an initial training will be required before Agency will be granted access to the WebCheck services.

III. Agency Responsible for Full and Timely Payment of Fees to Be Charged by Attorney General

- A. To ensure full and prompt payment, Agency agrees to make fee payments to the Attorney General using commercially reasonable payment methods as directed by the Attorney General. Such methods may include, without limitation, payments via Automated Clearing House ("ACH") or other electronic payment method. Notice of any changes in the required payment methods shall be provided pursuant to Section XI.

- B. Attorney General shall submit invoices to Agency as follows:

Agency: RICHMOND HEIGHTS FINANCE DEPARTMENT
Address: 26789 HIGHLAND RD.
RICHMOND HTS OHIO 44143
Attn: DIRECTOR ANNETTE HARMON

- C. Absent more specific requirements provided by the Attorney General, the Attorney General will issue a monthly invoice to Agency and payments shall be made pursuant to this Section. Agency understands that failure to pay the Attorney General the appropriate criminal background check fees within 30 days after an invoice is issued by the Attorney General may result in termination of access to WebCheck services. Agency also understands that a fee of \$35.00 may be charged to the Agency to reinstate access to WebCheck services after the delinquent account is paid in full.
- D. If payment is not received within 75 days after an invoice is issued, Agency shall be in default and the Attorney General may exercise all legal rights and remedies as set forth in Paragraph X below. Interest owed for such non-payment of fees shall accrue at the rate set forth in Ohio Revised Code Sections 131.02, 5703.47, and 126.30 as applicable.
- E. Agency shall pay the following fees for criminal background checks:
 - a. The fee set forth in Ohio Administrative Code 109:5-1-01, as it may be amended from time to time, for a background check of BCI records; and
 - b. \$25.25 for a background check of FBI records.
- F. The Attorney General may increase the fees charged for background checks of BCI and/or FBI records at any time prior to Agency conducting a background check, and upon notice to Agency.

IV. Restrictions on Dissemination of WebCheck Information

- A. The parties acknowledge that access to computerized criminal history ("CCH") information is governed by both state and federal statutes. Any violation of these statutes and/or the dissemination restrictions set forth in this Section will constitute a default for which the Attorney General may immediately terminate Agency's direct and indirect use of and access to WebCheck services.
- B. Dissemination of the FBI CCH must be limited to the following:
 - a. Criminal justice and governmental non-criminal justice agencies.
 - b. Pursuant to 28 USC §534, Pub. L. 92-544, CCH information must not be disseminated to a third party organization.
 - c. The CCH information must not be used for any purpose other than outlined in 28 USC §534, Pub. L. 92-544 or Ohio Revised Code statutes approved by the U.S. Attorney General.
- C. Dissemination of the BCI CCH must be limited to the following:
 - a. The information must not be used for any purpose other than authorized in R.C. 109.572 and related Ohio Revised Code statutes.
 - b. The information may only be released to the individual/organization authorized on the BCI waiver for release of criminal history information. It is not permissible for the Agency to copy and distribute the results of a criminal history background check to multiple organizations.

V. Compliance with Civilian Background Check Requirements

- A. Agency must comply with all civilian background check requirements included in Ohio law.
- B. Agency understands that an FBI background check does not replace a BCI background check and may be done only when authorized by an approved Pub. L. 92-544 state statute. A background BCI

check must be completed for every individual requiring a background check for employment purposes.

- C. Agency understands that failure to adhere to any requirement set forth in this Agreement may result in termination of WebCheck services. It is further understood that additional training and/or a \$35.00 reinstatement fee may be required to restore access to WebCheck services.

VI. Duty to Maintain Accurate, Auditable Records of Transactions

The Agency agrees that BCI's Quality Assurance Unit may audit all WebCheck transactions submitted by Agency. The Agency hereby agrees to keep accurate, auditable records of each WebCheck transaction for at least one (1) year following each transaction. The Agency also agrees to allow BCI employees access to this information during normal business hours.

VII. Prohibition against Unauthorized or Inappropriate Use of WebCheck Information

Agency agrees that unauthorized use of computerized criminal history information is in violation of state and/or federal law and can lead to criminal charges. If Agency is a non-criminal justice agency, Agency acknowledges that applicants for positions in their organizations may authorize access to their criminal history records for the use of that specific agency only as described in Section VIII below. Inappropriate use or dissemination of computerized criminal history information will result in termination of Agency's access to WebCheck services. Further, Agency understands that misuse or falsification of information transmitted and received through the WebCheck program may result in criminal felony charges being filed.

VIII. Rights and Responsibilities Concerning Employee Access to WebCheck Information

- A. The Agency shall not permit an individual to access, disseminate or otherwise use WebCheck information if that individual has ever been convicted of:
 - a. A felony; and/or
 - b. Any other crime involving theft, deceit, fraud or other act of moral turpitude.
- B. If Agency is a private, non-government agency, Agency agrees that, prior to permitting an individual to access, disseminate or otherwise use National WebCheck information, Agency shall conduct, at its own expense, a BCI background check on that individual.

IX. Term and Termination

- A. This Agreement will be effective beginning on the latest date of signature below. Either party may terminate this Agreement for any reason after providing three (3) days written notice to the other party. Otherwise, this Agreement will terminate three (3) years from the effective date.
- B. This Agreement cannot be transferred by Agency. If Agency transfers its equipment to another party, this Agreement will terminate automatically.

X. Default and Immediate Termination

The Agency's failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement shall constitute a default for which the Attorney General may immediately and without notice terminate this Agreement and Agency's use of and access to WebCheck services. The Attorney General shall also have the right to pursue any and all other remedies against Agency for failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement.

XI. Communications, Approval and Notices

Any communications, approvals and notices that must be made to or by the parties pursuant to this Agreement shall be made in writing using the addresses set forth below.

XII. Entire Agreement

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

XIII. Facsimile Signatures

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

City of Richmond Hts
(Agency name)

Kim Thomas
(Printed name)

[Signature]
(Signature)

Title: Mayor - Safety Director

Date: _____

Contact Name: Chief Tom Wetzel

Address: 27201 Highland Rd.

Richmond Hts., Ohio 44143

E-mail: POLICE.CHIEF@RICHMONDHEIGHTSONLINE.ORG

Telephone: 216-383-6305

FAX: 216-383-6322

FED TAX ID NO: 34-0928475

AGENCY ID NO: _____

Type: ☒ Government ☐ Non-Government ☐
Other _____

OHIO ATTORNEY GENERAL

Beth Owens

(Signature)

Director of Identification, BCI

Date: _____

BCI

Attn: Civilian Quality Assurance

PO Box 365

London, OH 43140

E-mail: NationalWebcheck@ohioattorneygeneral.gov

Telephone: 740-845-2113

FAX: 866-912-7118

SUBMIT



DAVE YOST
OHIO ATTORNEY GENERAL

Request for New Account or Unique Webcheck ID

Name of Agency

Federal Tax ID

Indicate which vendor your will be using

- ☒ Biometric Information Management ☐ DataWorks Plus ☐ Innovative Biometric Systems ☐ Fieldprint

Address of Agency for Mailed Webcheck Results

Contact for Webcheck Submissions

Address

City

State

Zip Code

Phone Number

Fax Number

Is the physical location of the Webcheck machine the same as the address above?

☒ Yes

☐ No*

*If no, please provide physical location address:

Billing Contacts (*Invoicing is paperless; please list at least one billing contact)

	Name	E-mail Address
1	Annette Harmon	Finance.director@richmondheightsohio.org
2		
3		
4		
5		

Do you currently have any other Customer ID's or Webcheck numbers assigned by BCI?

☐ Yes

☒ No

*If Yes, please list either: Name of Agency or 6 digit Customer ID number associated with the account

Please select the submit button on the top of the left corner of this form to submit this request.
Please do not print this form to fill out manually.