

# Village of Mogadore

135 S Cleveland Avenue  
Mogadore, OH 44260

Phone: (330) 628-4896 | Fax: (330) 628-5850

Web Site: [www.mogadorevillage.org](http://www.mogadorevillage.org)

## COUNCIL MEETING AGENDA

November 2, 2022

5:30 p.m.

1. Moment of Reflection – Mr. C. Yoho
2. Pledge to the flag
3. Roll Call
4. Approval of the Agenda
5. Minutes from October 19, 2022, Council meeting presented for changes, corrections, and adoption
6. Comments from the Audience on pending legislation
7. Committee Reports
8. Old Business – None.
9. New Business –
  - Resolution 2022-70** - Mr. C. Yoho – Resolution authorizing the Mayor to enter into a memorandum of understanding with the Summit County Metro Parks waiving its restrictions regarding rules 10.5 and 10.6 so as to allow the Village of Mogadore to conduct flight operations above the park property; and declaring an emergency.
  - Resolution 2022-71** - Mr. C. Yoho – Resolution authorizing the Mayor and/or Police Chief to enter into information exchange agreements regarding the sharing of criminal justice information (CJI) for the purposes of compliance with regulations surrounding the Law Enforcement Automated Data System (LEADS); and declaring an emergency.
  - Resolution 2022-72** - Mr. C. Yoho – Resolution authorizing the Mayor and/or Fire Chief to enter into a memorandum of understanding with other communities in order to submit a joint application for a FEMA GRANT and to purchase of radios; and declaring an emergency.
10. Comments
  1. Public
  2. Council
  3. Law Director
  4. Village Engineer
  5. Clerk-Treasurer
  6. Mayor
11. Adjournment

RECORD OF ORDINANCES

Resolution No. 2022-70

Passed \_\_\_\_\_, 20\_\_\_\_

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE SUMMIT COUNTY METRO PARKS WAIVING ITS RESTRICTIONS REGARDING RULES 10.5 AND 10.6 SO AS TO ALLOW THE VILLAGE OF MOGADORE TO CONDUCT FLIGHT OPERATIONS ABOVE PARK PROPERTY; AND DECLARING AN EMERGENCY.

WHEREAS, the Summit County Metro Parks approached the Village of Mogadore Police Department about the possibility of utilizing its drones and other related technologies; and

WHEREAS, the Summit County Metro Parks has approved and identified the need to conduct flight operations above Summit County Metro Park property; and

WHEREAS, the Village of Mogadore desires to enter into a Memorandum of Understanding with the Summit County Metro Parks for the waiver of Park Rules 10.5 and 10.6 so as to allow the Mogadore Police Department to conduct flight operations above park property as requested.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Mogadore, Counties of Portage and Summit, Ohio as follows:

SECTION 1: That the Mayor of the Village of Mogadore is hereby authorized and directed to promptly enter into a Memorandum of Understanding with the Summit County Metro Parks to Waive Rules 10.5 and 10.6 of the Summit County Metro Parks Rules.

SECTION 2: That the Mayor is hereby authorized and directed to sign all necessary paperwork to effectuate the entering, execution, and implementation of said Memorandum of Understanding and to otherwise allow such operations.

SECTION 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare of Village residents, to allow for the timely submission of the approved Agreement within guidelines and requirements, to allow for the prompt implementation/continuance of the Village's technology systems as to permit uninterrupted use of such technology, and to allow for the continued operations of the Village Administration and other departments and shall, therefore, take effect and be in force from and immediately after its passage.



## RECORD OF ORDINANCES

Resolution No. 2022-71

Passed \_\_\_\_\_, 20\_\_\_\_

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR AND/OR POLICE CHIEF TO ENTER INTO INFORMATION EXCHANGE AGREEMENTS REGARDING THE SHARING OF CRIMINAL JUSTICE INFORMATION (CJI) FOR THE PURPOSES OF COMPLIANCE WITH REGULATIONS SURROUNDING THE LAW ENFORCEMENT AUTOMATED DATA SYSTEM (LEADS); AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Mogadore Police Department is a criminal justice agency authorized to participate in the Law Enforcement Automated Data Systems (LEADS) with full access, including entry, retrieval, and message switching capabilities; and

WHEREAS, Section 4501:2-10-06 of the Ohio Administrative Code (OAC) authorizes agencies to enter into information exchange agreements to share criminal justice information (CJI) obtained through LEADS; and,

WHEREAS, pursuant to OAC Section 4501:2-10-06, the Village of Mogadore wishes to enter into the necessary information exchange agreements, under which the Village Police Department will provide CJI to authorized receiving agents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Mogadore, Counties of Portage and Summit, Ohio as follows:

SECTION 1: That the Mayor and/or Chief of Police of the Village of Mogadore are hereby authorized and directed to sign all agreements and necessary paperwork to effectuate the entering, executing, and implementation of any such agreements necessary for the proper use of the Law Enforcement Automated Data Systems (LEADS).

SECTION 2: That the Mayor and Fiscal Officer are hereby authorized and directed to enter into such an agreement with all authorized receiving agents with whom the Village Police Department works and shares information, including the Akron Municipal Court, the Ravenna Municipal Court, the Kent Municipal Court, the Summit County Common Pleas Court, the Portage County Common Pleas Court, the Summit County Juvenile Court, and/or the Portage County Juvenile Court.

SECTION 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare of Village residents, to allow for the timely submission of the approved Agreement within guidelines and requirements, to allow for the prompt implementation/continuance of the Village's technology systems as to permit uninterrupted use of such technology, and to allow for the continued operations of the Village Administration and other departments and shall, therefore, take effect and be in force from and immediately after its passage.



## Exhibit A Leads Agreement

**NOW, THEREFORE**, the Parties set forth the following rights and responsibilities with regard to the storage, exchange, and use of any information accessible via the LEADS system and shared pursuant to this Agreement:

### 1. Providing Agency's Duties:

- a. The Providing Agency shall provide the Receiving Agency, upon request, such CJII as the Receiving Agency, by its nature and function, is qualified to receive, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; and wanted and stolen property information; and other information as may become available and qualified for Receiving Agency use.
- b. The Providing Agency shall maintain a log sufficient to meet LEADS audit requirements of all transactions performed by the Providing Agency on behalf of the Receiving Agency.

### 2. Receiving Agency's Duties:

- a. The Receiving Agency shall comply with all applicable laws, rules, regulations, user agreements, and policies related to the access, use, dissemination and release of protected information obtained through LEADS obtained pursuant to this Agreement. This includes, but is not limited to:
  - i. Ohio Administrative Code Chapter 4501:2-10;
  - ii. The LEADS Operating Manual;
  - iii. The LEADS Security Policy;
  - iv. NCIC Operating Manual;
  - v. LEADS training materials;

- vi. LEADS administrative messages and periodic LEADS newsletters;
  - vii. Any other applicable federal and state laws and regulations.
- b. The Receiving Agency shall meet or exceed all applicable security requirements as described in the LEADS Security Policy. This includes, but is not limited to:
- i. Access and use CJI for official criminal justice purposes only; and, maintain a log or other auditable record of any secondary dissemination of CJI, in accordance with applicable CJIS and LEADS policies;
  - ii. limit access to CJI to Receiving Agency employees who are authorized to access LEADS data;
  - iii. Prevent non-criminal justice personnel or personnel not under the management control of the Receiving Agency from accessing CJI in any form, including printed, spoken, and electronic;
  - iv. Prohibit and prevent any dissemination of CJI via unsecure electronic modes of communication;
  - v. Protect any Receiving Agency network or computer system transmitting or containing CJI from unauthorized access;
  - vi. Ensure every individual within the scope of the Receiving Agency's authority with access or exposure to CJI completes the required training before being provided access and continues to complete the ongoing LEADS training requirements.
- c. The Receiving Agency shall maintain any and all such records as may be necessary to document compliance with the requirements of this Agreement.

2. The Providing Agency shall not be responsible for the acts and omissions of the

Receiving Agency, its agents, or its employees, or the results thereof. The Receiving Agency will assume all risk and liability to itself, its agents, or its employees resulting in any manner from conduct of its own operations and the operations of its agent or employees with regard to the access, use, dissemination, and release of protected information obtained through LEADS and shared by the Providing Agency pursuant to this Agreement.

3. Notwithstanding anything to the contrary, a Party shall not be liable to another Party for  
any special, consequential, incidental, punitive, or indirect damages or attorney fees arising from or relating to this Agreement.
4. The effective date of this Agreement shall be the last date signed by a Party, and shall remain in effect unless terminated by either Party.
5. Either Party to this Agreement may terminate the Agreement at any time for any reason, provided, however, that the terminating Party shall provide at least 30 days' written notice of termination to the other Party.
6. In the event that the Receiving Agency is sanctioned under OAC Section 4501:2-10-11 for failure to comply with any applicable laws, rules, regulations, user agreements, or policies related to the access, use, dissemination, and release of protected information obtained through LEADS, the Providing Agency will have the option of terminating this Agreement immediately, without 30 days' written notice of termination to the Receiving Agency. If the Providing Agency chooses to continue this Agreement, the Providing Agency will not be responsible for providing any information to the Receiving Agency that is prohibited by the sanctions imposed on the Receiving Agency under OAC Section 4501:2-10-11.
7. In the event the Providing Agency is sanctioned under OAC Section 4501:2-10-11 for failure to comply with any applicable laws, rules, regulations, user agreements, or policies related to the access, use, dissemination, and release of protected information obtained through LEADS, the Providing Agency will not be responsible for providing any information to the Receiving Agency that the Providing Agency does not have access to pursuant to the sanctions imposed on the Providing Agency under OAC Section 4501:2-10-11.



8. This Agreement may be amended in writing signed by an authorized representative of each Party, as authorized by their respective Chiefs of Police or Clerk of Courts, if required.
9. This Agreement may be executed in multiple counterparts, each of which shall be recognized as an original signature.
10. This Agreement may be executed with signatures delivered by either facsimile or scanned email and copies of such signatures so delivered shall be deemed as originals.

## RECORD OF ORDINANCES

Resolution No. 2022-72

Passed \_\_\_\_\_, 20\_\_

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR AND/OR FIRE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH OTHER COMMUNITIES IN ORDER TO SUBMIT A JOINT APPLICATION FOR A FEMA GRANT AND TO PURCHASE OF RADIOS; AND DECLARING AN EMERGENCY.

WHEREAS, a number of neighboring communities plan to join together to submit a joint application for an Assistance to Firefighters grant authorized by the Federal Emergency Management Agency ("FEMA") for the purchase of upgraded radios for use by the Village Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Mogadore, Counties of Portage and Summit, Ohio as follows:

SECTION 1: That the Mayor of the Village of Mogadore is hereby authorized to enter into a Memorandum of Understanding with neighboring communities for a joint application for a 2022 Assistance to Firefighters FEMA Grant in order to purchase upgraded radios.

SECTION 2: That the Mayor and/or Fire Chief are hereby authorized to purchase said radios upon the award of such a grant. The amount authorized herein in an amount that shall not exceed \$25,000.00.

SECTION 3: That, to the extent not already done so, the funds required for the payment of the obligations incurred are hereby appropriated for the purposes described.

SECTION 4: That the Mayor of is hereby authorized to enter into a Memorandum of Understanding with other communities for the application for a FEMA grant.

SECTION 5: That the Mayor and Fiscal Officer are hereby authorized and directed to sign all necessary paperwork to effectuate the entering, execution and implementation of (1) said Memorandum of Understanding, (2) application, and, (3) purchase.

SECTION 6: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare of Village residents, to allow for the timely submission of the 2022 Assistance to Firefighters FEMA Grant and Application within guidelines and requirements, to allow for the prompt implementation/continuance of the Village's technology systems as to permit uninterrupted use of such technology, and to allow for the continued operations of the Village Fire Department and other departments and shall, therefore, take effect and be in force from and immediately after its passage.

