

RECORD OF ORDINANCES

Resolution No. 2022-71

Passed NOVEMBER 2, 20 22

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.

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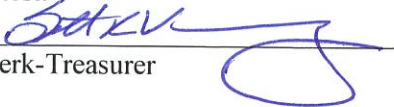
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Michael Raddish 11-2-22  
President of Council Date

Michael G. Pich 11-2-22  
Mayor Date

Attest:

  
Clerk-Treasurer

## 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 CJI 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.