RECORD OF ORDINANCES

Resolution No. 2026-65 Passed NOVEMBER 04, 20 26

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF FOR THE DIRECT INDICTMENT PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the County of Summit ("County") has provided the Village with an Intergovernmental Agreement to participate in the Direct Indictment Program, as set forth in the attached Exhibit A for a term of five years, commencing January 1, 2027 and continuing until December 31, 2031; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to authorize the Mayor to execute the Intergovernmental Agreement with the County for the Village's continued participation in the Direct Indictment Program, as provided in the attached Exhibit A.

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

SECTION 1: The Mayor is hereby authorized and directed to enter into an Intergovernmental Agreement with the County of Summit to participate in the Direct Indictment Program, according to the terms set forth in the Intergovernmental Agreement attached hereto and incorporated herein as Exhibit A, for a term of five years, commencing January 1, 2027 and continuing until December 31, 2031.

SECTION 2: It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in a duly noticed virtual, open meeting of this Council and that all deliberations which resulted in formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately ensuring that all Village felony cases proceed in a timely manner, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

RECORD OF ORDINANCES

Resolution No. _2026-65_ Passed _NOVEMBER 04_, 20_26_

Michael Paddish 11-4-26
President of Council Date

11.4.26
Mayor Date

Attest:
Clerk-Treasurer

INTERGOVERNMENTAL AGREEMENT
between
THE COUNTY OF SUMMIT, OHIO
and
THE VILLAGE OF Mogadore, OHIO

THIS INTERGOVERNMENTAL AGREEMENT is made as of the date of the signature of the County Executive between the County of Summit, Ohio ("County"), an Ohio county with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, by its Executive, and the Village of **Mogadore** (the "Village"), a political subdivision, with its principal place of business located at 135 S. Cleveland Avenue, Mogadore, Ohio 44260, by its Mayor.

WHEREAS, the County, through the Summit County Prosecutor ("Prosecutor"), and various jurisdictions have participated in the Direct Indictment Program that takes felony cases directly to Grand Jury, bypassing preliminary hearings in Municipal Court and saving the costs of Municipal Court time and the hourly rate charged for officers to testify, since its inception in 1998. Preliminary hearings are required under Ohio Law to be conducted within 10 days of an individual's arrest if they are held in jail or 15 days from their arrest if they are out of jail on bond;

WHEREAS, the Village desires to enter into the Direct Indictment Program as further described herein;

WHEREAS, the Prosecutor, in cooperation with the Cities of Akron, Barberton, Cuyahoga Falls, Tallmadge, and Stow, bought and implemented Matrix Pointe Software as its respective case management systems for both the Municipal and County Prosecutors' Offices, and in order to facilitate the communication of information on criminal cases between the Municipal Prosecutors and the County Prosecutor, and the parties continue to use this software for the transmission of information on criminal cases in order to expedite the sharing of information in the Direct Indictment Program;

WHEREAS the Prosecutor, County, and Village all strive to use all technological and case management systems in the most efficient manner to eliminate all instances of double work and use that efficiency to lower the historic cost of the Direct Indictment Agreement per police agency;

WHEREAS, through Resolution No. _____, Summit County Council authorized the County to execute this Intergovernmental Agreement with the Village;

WHEREAS, through Resolution No. _____, the Council of the Village of **Mogadore** authorized the execution of this Intergovernmental Agreement with the County.

WHEREAS, Ohio law requires a preliminary hearing to be conducted within 10 days of an individual's arrest if they are held in jail or 15 days from their arrest if they are out of jail on bond. Failure to indict a case within the preliminary hearing time requirement may result in the dismissal of the pending charges in municipal court and a defendant's release from jail or bond restraints pursuant to ORC 2945.71.

NOW, THEREFORE, in consideration of the covenants and promises set forth below, the parties agree as follows:

1. The Village's Services and Deliverables.
   The Village, through its police department and/or prosecutor's office, shall do the following within 72 hours of filing any felony case in the municipal court or arresting any defendant for any felony case within its jurisdiction, whichever date is earliest:

   a. submit a prosecutable case to the Prosecutor through the police agency's Record Management System ("RMS") interface with Matrix Crime and Matrix Prosecutor (it is the charging agency's responsibility to continue to transmit all reports and non-digital evidence through this method as acquired during the pendency of a case);

   b. assemble all digital evidence, including, but not limited to, body camera, surveillance videos, and video recorded interviews and submit that evidence through evidence.com to the assigned Direct Indictment Investigator; it is the charging agency's responsibility to continue to transmit all digital evidence through this method as acquired during the pendency of a case; and all non-AXON agencies will be able to establish cloud to cloud transmission to the Prosecutor's Office evidence.com accounts; and

   c. provide all LEADS and MATRIX user agreements required by law or by the management systems.

The charging agency bears sole responsibility for the submission. Failure to timely submit cases may lead to the dismissal of the charging agency's cases in municipal court.

2. The County's Services and Deliverables.
   The County, through the Prosecutor, shall:

   a. obtain criminal histories on all defendants and witnesses from the LEADS database;

   b. construct and organize a case file on all defendants and witnesses in Matrix;

   c. gather all post-charging information as needed, to include lab reports, 911 phone calls, audio radio room calls, computer-aided dispatch or dispatch call notes, temporary protection orders and civil protection orders, prior convictions, and any other relevant police reports;

   d. contact the municipal prosecutor on a timely basis when recommending an appropriate reduction and/or any other method of disposing of a case;

   e. notify all officers of Grand Jury testimony date through Matrix and secure testimony and appearance of all relevant witnesses and victims for Grand Jury;

   f. present a prosecutable case to the Grand Jury within the statutory deadline of 10 days for all defendants in custody and 15 days for all other defendants;

g. communicate with officers, victims, and witnesses as needed to obtain additional information on each case;

h. file a copy of the No Bill or Remand with the appropriate municipal court when cases presented to the Grand Jury result in a "No Bill" on all charges or result in only misdemeanor charges;

i. provide a copy of a partial report for all cases presented to the appropriate agencies; and

j. complete all LEADS and Matrix user agreements required by law or by the management systems.

3. Authority. Each party has sole authority over its employees involved in performing duties related to this Agreement.

4. Definition of a "Prosecutable Case."

For the purposes of this Agreement, a "prosecutable case" is counted as one for each defendant party to a case and is a case which meets both of the following criteria:

a) a case which transfers all data from the police agency's RMS through Matrix Crime, into Matrix Prosecutor which will require at a minimum the names, addresses, phone numbers, and personal identifiers for all relevant parties; all charging information, and any other records available in the RMS; and

b) a case which transfers through Matrix Crime, into Matrix Prosecutor, any and all reports written by all officers on the case which, in addition to the mandatory Matrix Case Data Transfer, provide additional evidence to substantiate all appropriate charges beyond probable cause and establish a likelihood of conviction at trial.

5. Compensation Per Prosecutable Case.

a. The Village agrees to compensate the County at a base rate of $75 per prosecutable case presented to the Grand Jury.

b. Except as provided in this Section, upon renewal, the base rate shall increase 3% every year in accordance with cost-of-living expenses incurred by staffing the Direct Indictment Program. However, if the County does not offer any cost-of-living adjustment to its employees, then the base rate charged under this Section shall not increase for that year.

6. Additional Fees for Untimely Cases.

a. The prosecutor may levy an additional fee of up to $60 for each case submitted by the Akron Police Department which remains un-prosecutable after the 72-hour deadline.

b. The Village may levy a fee of $75 for each case which is not presented to the grand jury

within the statutory deadline of 10 days for all defendants in custody and 15 days for all other defendants. The fee described in this Section will be credited against the compensation base rate charged by the County. Such fee may not be levied where:

i. the delay is caused by the Village's officer not appearing for a scheduled grand jury; OR
ii. the delay is caused by the Village's attempt to resolve the case.

c. Except as provided in this Section, upon renewal, the additional fees shall increase 3% every year in accordance with cost-of-living expenses incurred by staffing the Direct Indictment Program. However, if the County does not offer any cost-of-living adjustment to its employees, then the additional fees charged under this Section shall not increase for that year.

7. Payment Procedure. The Prosecutor shall submit quarterly reports on the number of cases referred for Direct Indictment Prosecution, deducting any cases held for municipal resolution, and serve a detailed bill reflecting a total of the number of cases for that quarter multiplied by the rate per case. To fully capture the specific number of cases presented to the Grand Jury, the quarterly billing will be issued no less than 30 days and no more than 45 days after the conclusion of the quarter. The Village will pay undisputed amounts within 30 days of receiving the billing notice. The parties will timely meet to discuss any disputed amounts within 30 days from the date of the initial bill.

8. Term and Termination. The term of this Intergovernmental Agreement shall be for five years, effective January 1, 2027 and through December 31, 2031. Either party may terminate this Intergovernmental Agreement upon 60 days written notice to the other party. If the agreement is terminated early or not renewed, the Village understands that it will be required to re-establish a preliminary hearing process to ensure the completion of the statutory bind-over process is completed timely on each case proposed to be bound over to the County.

STANDARD PROVISIONS

9. Reports and Records. Each party shall maintain and provide to the other, upon demand, the following records and reports:

a. Accounting and fiscal records adequate to enable either party or the State of Ohio or any duly-appointed law enforcement agency to audit either party pertaining to this Intergovernmental Agreement.

b. Other records and reports as required by either party comply with local, state, and federal laws pertaining to this Intergovernmental Agreement.

c. All records pertaining to this Intergovernmental Agreement shall be retained and made available for a minimum of three (3) years after the termination of this Intergovernmental Agreement.

10. Relationship of Parties. The parties agree that the County is serving as an independent contractor as to the provision of Direct Indictment Program services to the Village. The parties

further agree that at no time shall the relationship between the parties under this Intergovernmental Agreement be construed, held out, or considered to be a joint venture or principal-agent relationship.

11. Non-Discrimination. The Village agrees that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the Village or the Village's subcontractors, or any person acting on the behalf of the Village, or the Village's subcontractors, shall not discriminate. The Village certifies that it does not maintain and they will not permit their employees from performing services at any segregated facilities. The Village agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

12. Equal Opportunity Employer. The Village expressly represents that it is an Equal Employment Opportunity employer as defined in, and is in compliance with, all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

13. Release. The County will not be liable and is released from any claims, causes of action (including, but not limited to, negligence), or expenses of any kind or nature which are asserted against the Village due to the Direct Indictment Program services provided by the County pursuant to this Intergovernmental Agreement. The Village acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and its employees acting within the scope of their employment. The Village is not provided insurance coverage under the County's insurance policy and must provide for its own insurance policy or self-insurance coverage.

14. Miscellaneous.

    a. Integration. This Intergovernmental Agreement represents the entire and integrated agreement between the parties. This Intergovernmental Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Intergovernmental Agreement.

    b. Amendment and Waiver. This Intergovernmental Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Intergovernmental Agreement may be amended to achieve additional goals of the County and the Village with the written consent of the parties.

    c. Assignment. Neither party shall assign its rights or delegate its duties under this Intergovernmental Agreement without the prior written consent of the other party. Subject to such consent, Intergovernmental Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

    d. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Intergovernmental Agreement were taken and that the person executing this

Intergovernmental Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.

e. Review by Legal Counsel. Each party has had the opportunity to review this Intergovernmental Agreement with the assistance of legal counsel. Accordingly, the County and the Village agree that the rule of construction that any ambiguity in this Intergovernmental Agreement is to be construed against the drafting party is not applicable.

f. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.

g. Severability. If any provision of this Intergovernmental Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Intergovernmental Agreement must continue in full force and effect.

h. Force Majeure. No party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

i. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Intergovernmental Agreement, whether of a like or different character.

j. Notices. Every notice and demand required under the terms of this Intergovernmental Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Section.

k. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

l. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code and the Chapter 5101 of the Ohio Administrative Code. By signing this Intergovernmental Agreement, each party certifies that it is compliance with these provisions.

m. Governing Law. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws.

n. Forum. Any litigation arising under this Intergovernmental Agreement must be litigated in the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

Intending to be legally bound the parties affix their signatures below.

COUNTY OF SUMMIT, OHIO

_____
By: Ilene Shapiro, Executive

Date: _____

VILLAGE OF Mogadore

_____
By: Mike Rick, Mayor

Date: _____

SUMMIT COUNTY PROSECUTOR

_____
By: Elliot Kolkovich

APPROVED AS TO FORM:

_____
Brian Harnak, Director, Dept. of
Law and Risk Management

APPROVED AS TO FORM:

_____
By: Jason Dodson, Village Solicitor