

Criminal Justice Information Exchange Agreement
Between Lorain County 911 Agency
And
AVON FIRE DEPARTMENT

PURPOSE:

To establish a policy detailing how Criminal Justice Information will be disseminated between the Lorain County 911 Agency and a Law Enforcement Agency/Fire Department.

DEFINITIONS:

CJI = Criminal Justice Information
CJIS = Criminal Justice Information Systems
L.E.A.D.S. = Law Enforcement Automated Data System
N.C.I.C. = Nation Crime Information Center

POLICY:

CJI from a CJIS shall not be disseminated from the Lorain County 911 Agency to any Law Enforcement Agency/Fire Department without first being recorded in the Lorain County 911 Agency Dissemination Log book. CJI from a CJIS may be disseminated without logging in the dissemination log book if there is an Information Exchange Agreement on file with the Law Enforcement Agency/Fire Department requesting the CJI from a CJIS.

METHODS OF DISSEMINATION:

CJI from a CJIS may only be disseminated in the following formats when proper security controls are in place:
Facsimile:
Hard Copy:
MDT (Mobile Data Terminal)

PROVIDING AGENCY'S DUTIES:

The Providing Agency will provide the Receiving Agency 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; wanted and stolen property information; and other information a may become available and qualified for Receiving Agency.

RECEIVING AGENCY'S RESPONSIBILITIES:

The Receiving Agency shall comply with all applicable laws, rules, regulations, user agreements, and policies related to the access, collection, storage, use, dissemination and release of CJI from LEADS obtained pursuant to the 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 Policy;
- v. LEADS training materials;
- vi. LEADS administrative messages and periodic LEADS newsletters;
- vii. Any other applicable federal and state laws and regulations.

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 LEADS policies;
- ii. Limit access to CJI to authorized employees;
- 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 dissemination of CJI via unsecure electronic modes of communication;
- v. 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 the ongoing LEADS training requirements.

The Providing Agency shall not be responsible for acts of omission 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 CJI obtained through LEADS and shared by the Providing Agency pursuant to the Agreement.

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 from this Agreement.

Law/Policies Governing Information Exchange

Title 28. Code of Federal Regulations, Parts 20 & 25, § 50.12, and Chapter IX
ORC 5503.10 and 2913.04 (C)
OAC 4501:1-10
LEADS Security Policy
LEADS Operating Manual
NCIC Operating Manual

LIABILITY:

Security and ownership of the CJI rest with the receiving Law Enforcement Agency and/or Law Enforcement Officer or Fire Department and/or Fire Personnel who received the CJI after the transfer of CJI from the Lorain County 911 Agency to the receiving agency or Law Enforcement Officer.

TERMINATION OF AGREEMENT:

This agreement may be terminated by either party with a 14 day written notice of intention to stop the sharing of CJI.
It may be stopped immediately upon reliable information that there is a breach of CJIS security involved in the exchange of CJI.

AGREEMENT: The undersigned parties agree to the terms and Conditions set forth in the above Information Exchange Agreement.

SIGNATURES:

Lorain County 911 Agency
OH047013N



Jeff Young, Director

2/3/22

DATE

Avon Fire Department
47003

David Swope, Chief

DATE

SOFTWARE USE
MEMORANDUM OF UNDERSTANDING

This MOU is made on the date set forth below by and between the Board of Commissioners of Lorain County and _____, hereafter referred to as "User"

Whereas, Lorain County is entering into an Agreement with Tyler Technologies to install updated Computer Aided Dispatch (CAD), Record Management System (RMS), Mobile Computing Platform (MCP) and all software and hardware for use by the County 9-1-1, listed in Addendum 1, in order to better accommodate services for those Users who access the County 9-1-1 system for emergency service calls; and

Whereas, Lorain County is incurring the cost of installation of the Tyler Technologies software solution, but there will be continuing maintenance costs to be shared by Users; and

Whereas, Users intend to participate in and access the use of said system through the County 9-1-1 system to assist Users through data transmission to coordinate dispatching and the delivery of emergency services; and

Whereas, each Department participating in the MOU are responsible for their own data migration; and

Whereas, in order to provide continuity and stability, as well as justify the expense necessary for installation of the new software, the County needs assurance of User's commitment.

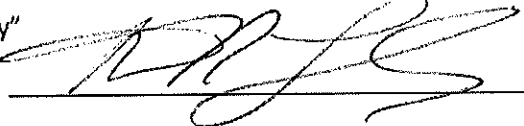
Therefore, IN CONSIDERATION OF, the mutual covenants and promises herein contained, County and User agree as follows:

- I. Lorain County agrees to purchase and install updated software for the 9-1-1 system pursuant to the attached Standard Software License and Service Agreement with Tyler Technologies,
- II. Lorain County agrees to make the Tyler Technologies software system available for use in assisting Users in data transmission to coordinate dispatching and the delivery of emergency services.
- III. User agrees to use the service of 9-1-1 for assistance in data transmission for the coordination of dispatching and the delivery of emergency services response for the entirety of the term of this MOU.
- IV. This MOU shall be in effect beginning on January 1, 2022 and ending on December 31, 2022.
- V. User agrees to comply with terms and conditions of the Tyler Technologies Agreement and not knowingly commit any act to cause violation of that agreement.
- VI. Parties agree to share in maintenance expenses for software and servers used by County 9-1-1 for Tyler Technologies software as follows;
 - a. Maintenance will be paid by shared Users in accordance with a payment determination created by Lorain County. This determination is based on workstations and modules utilized.
 - b. The share will be determined based upon a rolling average of the previous 12 months. Each user shall provide Lorain County with an annual verification of the number of workstations.

- c. Each User shall pay its share within 45 days of receipt of Lorain County's written statement.
- VII. Lorain County will maintain all primary server equipment used for the purpose of hosting the Tyler Technologies Public Safety System
- VIII. Lorain County will maintain all backup server equipment used for the purpose of hosting the Tyler Technologies Public Safety System.
- IX. Lorain County will maintain and install hardware and software updates.
- X. Users will have administrative access control to their own data settings for their employees and for the purpose of what other agencies can view, copy or print.
- XI. Lorain County will maintain and run anti-virus software on servers and hardware. Users will be responsible for maintaining anti-virus software, reasonably current security patches, and versions of OS required by the more stringent of either federal/state requirements or supported software on all systems that communicate and are part of the Tyler Technologies software solution.
- XII. The Lorain County system is a shared system and Users who engage with the Lorain County system shall engage with intent to mitigate the burden of cost and intent to share with any and all agencies both current and future. Each User shall remain the owner of its own data and shall be responsible for safeguarding and protecting sensitive data as well as communicating to its respective agencies should it decide to exclude data for safety purposes and to inform such agencies as to the required process for accessing or requesting records.
- XIII. User will implement its own training for the CAD, RMS, and MCP programs and any and all software and hardware products associated with them. Users will ensure that personnel are appropriately trained to operate such programs.
- XIV. User will assume all responsibility for, and shall act with due diligence concerning, the release and dissemination of 9-1-1 records and documentation. The User recognizes its responsibilities to fully comply with all affirmative and negative responsibilities under Ohio's sunshine law.

Witness the signature below of an Official of the BOARD OF COMMISSIONERS, who by signing hereunder represents and acknowledges that he/she has been duly authorized through appropriately enacted legislation to sign on behalf of the same.

LORAIN COUNTY BOARD OF COMMISSIONERS
"County"

By: 

Date: 1-19-22

USER

By: _____

Date: _____