

AN EMERGENCY ORDINANCE

AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE COUNCIL OF CUYAHOGA COUNTY, OHIO, AND THE CUYAHOGA REGIONAL ENTERPRISE DATA SHARING SYSTEM BOARD OF ADVISORS (REDSS) IN ORDER TO CONTINUE THE PRESENT SERVICE AGREEMENT WITH AMENDMENTS.

WHEREAS, Cuyahoga County operates the Cuyahoga Regional Enterprise Data Sharing System, which is a police and criminal justice oriented information system; and

WHEREAS, the Village has previously participated in REDSS, and wishes to continue that participation for the calendar year 2013; and

WHEREAS, Village Council has deemed this contract necessary in the best interest of the health, safety, and welfare of all of the Village residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Mayor is hereby and herein authorized and directed to enter into an agreement with the Council of Cuyahoga County, and the Cuyahoga Regional Enterprise Data Sharing System Board of Advisors (REDSS) in order to continue the present service agreement for the entire calendar year 2013 with certain amendments, to wit: renewal of the basic service at One Thousand Dollars (\$1,000.00) per month, plus a monthly State of Ohio LEADS fee of Two Hundred Fifty and 00/100 Dollars (\$250.00), and pursuant to the terms and conditions of the amended agreement, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

Section 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the Village and for the further reason stated in the Preamble hereof, and provided it receives two-thirds (2/3) of the vote of the members of Council elected thereto, shall take effect and be in full force from and after the earliest period allowed by law.

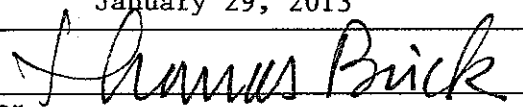
ORDINANCE NO. 2013-08
INTRODUCED BY: Mrs. Lutz

PASSED January 28, 2013



President of Council

Approved by the Mayor:

January 29, 2013


Mayor

I hereby certify that Ordinance No. 2013-08 was duly enacted on the 28th day of January, 2013, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



Clerk of Council

EXHIBIT "A"



Regional Enterprise Data Sharing System User Agreement

ORI - OH0181300

This AGREEMENT, made and entered into this 1st day of January, 2013, by and between the County of Cuyahoga, Ohio (the "County"), and its Regional Enterprise Data Sharing System (REDSS) Board of Advisors, on behalf of the Chagrin Falls Police Dept, a political subdivision, with principal offices located at 21 West Washington St, Chagrin Falls, OH 44022, (the "USER").

WITNESSETH THAT:

WHEREAS, the COUNTY has developed and is operating the Regional Enterprise Data Sharing System (hereinafter called the REDSS), a police and criminal justice oriented information system, and

WHEREAS, the REDSS provides a computer interface with the Ohio Law Enforcement Automated Data System (hereinafter called the LEADS), the U.S. National Crime Information Center (hereinafter called the NCIC) and information processing services of a police and criminal justice oriented nature to police, County Sheriffs and other criminal justice agencies, and

WHEREAS, the USER has requested participation in the REDSS and its interface with the LEADS and the NCIC, and

WHEREAS, the COUNTY has determined that the USER meets the participation requirements of the COUNTY, the REDSS Board of Advisors, the LEADS Steering Committee, and the NCIC Advisory Policy Board.

NOW, THEREFORE, the parties hereto agree to the following:

I **Term of Agreement**

This Agreement shall be in effect for the period of January 1, 2013 through December 31, 2013. This Agreement shall be renewable at the option of the COUNTY and USER upon terms to be agreed to by the COUNTY and the USER.

II **Scope Of Services**

The COUNTY agrees to provide the following automated data processing services to the user as related to REDSS:

- a. Telecommunications interface to the REDSS on-line computer network and, per the user's level of service as described in Section VI, below, access to those databases permitted under the REDSS Board of Advisors rules and regulations.

- b. Those information processing services of REDSS, both on-line and batch processing in nature permitted under REDSS Board rules and regulations.
- c. Interface with LEADS and NCIC.
- d. Normal maintenance of said interfaces.
- e. Provide a system for the reporting and resolution of service problems in a timely manner in accordance with the rules and regulations of the REDSS Board of Advisors.
- f. Where applicable, Mobile Data Computer (MDC) application software.
- g. Fulfill this agreement within the limits of the present rate structure and the COUNTY'S appropriation.

The USER agrees to:

- a. Assume responsibility for and maintain security for all on-line computer terminal equipment (including MDC's, where applicable) as well as law enforcement and criminal justice systems, as prescribed by the LEADS Steering Committee, the REDSS Board of Advisors, the FBI CJIS Guidelines and the NCIC Advisory Policy Board.
- b. Abide by any policies, rules, regulations, and decisions of the REDSS Board of Advisors, the LEADS Steering Committee, the FBI CJIS Guidelines and the NCIC Advisory Policy Board.
- c. Investigate alleged violations of REDSS/LEADS or NCIC rules.
- d. Take appropriate administrative or criminal action when applicable and notify REDSS in writing.
- e. Ensure all practitioners receive training as required.
- f. Not provide LEADS, NCIC, or REDSS services to any other police or Criminal Justice agencies without the prior written approval of the REDSS Board of Advisors. In the event of an emergency, an agency may share LEADS and NCIC information with a non-REDSS agency if they have entered into a Mutual Aid Agreement with that agency and said agency has a valid ORI.

III Data

Data input by the USER to the REDSS shall be the USER'S property. Confidential data specified by the USER shall be confined to the REDSS Board of Advisors and the REDSS Board of Advisors' personnel. This specification shall be in writing and shall be sent to the REDSS Board of Advisors in a timely manner.

The USER shall:

- a. **Not hold the COUNTY, LEADS, or NCIC responsible for the validity of data entered or stored in REDSS, LEADS or NCIC.**
- b. Not disseminate stored data to any agency or individual for gain or to exact a charge on an individual basis except as provided for by the REDSS Board of Advisors. In the event of an emergency, an agency may share LEADS and NCIC information with a non-REDSS agency if they have entered into a Mutual Aid Agreement with that agency and said agency has a valid ORI.
- c. Where REDSS Board rules and regulations allow USER input of data into REDSS, in accordance with USER'S level of service, identified in Section 6, below, USER shall provide necessary data (which shall be USER'S property), and be responsible for periodically validating data input to REDSS and LEADS, to enhance the integrity of REDSS, LEADS, and NCIC.

The COUNTY shall:

- a. Refuse any requests or demands for the USER'S data, unless the COUNTY receives prior written authorization from the USER'S Agency Administrator.
- b. If served with a notice or subpoena for USER'S data, the COUNTY shall take the position that it cannot release such data without USER'S permission.
- c. Upon termination of this Agreement, it's extensions or addenda, upon the USER'S written request, furnish USER'S Agency Administrator all data it provided the COUNTY, and if requested in writing, destroy all the applicable USER'S data retained by the COUNTY.

IV Equipment

The COUNTY will not furnish the USER with any computer equipment or communications devices under this agreement. The USER will abide by the authorized equipment specifications as determined by the REDSS Board of Advisors. The USER will insure that the computer equipment and communication devices are operational at all times. Therefore it is imperative that the USER maintains a current agreement with a reputable vendor as to guarantee that the equipment will be restored to functionality within a two-hour period in the event of failure.

V Liability

The COUNTY shall use due care in processing the work of the USER. The COUNTY shall be responsible only to the extent of correcting errors, which are due to the COUNTY'S equipment, employees, or programs. The COUNTY'S liability with respect to this Agreement shall be limited to re-doing the work where errors and omissions occur.

IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

VI Schedule of Charges

The following schedule of charges shall be used by the COUNTY in billing the USER for services provided by the COUNTY to the USER under this Agreement:

Original Contract Date - 1/4/2002

Subscriber Fee(s)

Primary User - REDSS Fee:	\$ 350.00
Additional User - REDSS Fee:	
Major City Fee:	
LEADS Fee:	\$ 250.00
Connectivity Fee:	\$ 650.00
	<hr/>
Total Monthly Charges:	\$1250.00

If USER inaugurates additional Mobile Data Computer (MDC) service during the Agreement term, USER agrees to pay a one-time setup and license fee of \$100.00 per unit.

Monthly air time charges for Mobile Computer service will be invoiced directly to the agency by the wireless provider.

Services and communications lines provided by the County to the USER or Sub-Users, as requested by the USER, which are outside the normal scope of services as defined by the REDSS Board of Advisors shall be billed to the USER by the COUNTY at the actual cost to the COUNTY of providing the requested services.

VII Method of Payment

Where applicable, the COUNTY shall provide the USER, on a quarterly basis, an invoice detailing the charges due for the next quarter. This invoice shall be sent in the manner defined in Section XIV of this Agreement and will include any past due charges in addition to current charges due.

The USER shall pay the invoice received from the Board promptly but in any event, no later than thirty (30) days from the receipt of the quarterly statement of charges.

Failure to do so may result in the loss of services to the USER.

The USER shall make payment in form of warrant or check made payable to the "CUYAHOGA COUNTY TREASURER". Such check or warrant shall be sent to the COUNTY'S address indicated in Section XIV of this Agreement.

VIII Advance Payment

Payments for the above services may be paid in advance amounts as the agency has resources to pay out the costs of the Agreement. Payments made in advance will be offset against Agreement obligations.

IX Termination Of Agreement

The USER may cancel this Agreement by submitting written notification to the COUNTY ninety (90) days prior to the date of cancellation. The COUNTY shall notify the USER in writing ninety (90) days prior to changing or canceling this Agreement, except material breaches of this Agreement will result in immediate termination. The USER'S non-compliance with terminal security shall result in the USER'S exclusion from participation in REDSS, LEADS, and NCIC.

X Provisions Concerning Certain Waivers

Subject to applicable law, the COUNTY may waive any rights or remedies the COUNTY may have under this Agreement, in writing, if, in its judgment, the Agreement as modified will still conform to the terms and requirements of the pertinent laws.

XI When Rights And Remedies Not Waived

In no event shall the acceptance by the COUNTY of a payment from the USER constitute or be construed as a waiver by the COUNTY of any breach of covenant, or any default which may exist, on the part of the USER, and the acceptance of any such payment by the COUNTY while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the COUNTY in respect to such breach or default.

XII County Not Obligated To Third Parties

The COUNTY shall not be obligated or liable hereunder to any party other than the USER.

XIII Modifications

By mutual written consent of the COUNTY and the USER, this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to this Agreement shall be reduced to writing and signed by both parties.

XIV Electronic Signature

By entering into this agreement User agrees on behalf of its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that document was manually affixed to a paper version of the document. User also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised

code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

XV Notices

Any notices, bills, invoices, etc. required by this Agreement shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted below:

COUNTY: Veronica Devese
Manager
Regional Enterprise Data Sharing System
County of Cuyahoga, Ohio
310 W. Lakeside Avenue, Suite 195-A
Cleveland, OH 44113

USER AGENCY: Chagrin Falls Police Dept
21 West Washington St
Chagrin Falls, OH 44022

Contact name: Chief James Brosius
Phone number: 440-247-7321

XVI Extent Of Agreement


This Agreement represents the entire and integrated agreement between the COUNTY and USER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only upon a written instrument executed by both the COUNTY and the USER.

IN WITNESS WHEREOF, the COUNTY and the USER execute this Agreement as of the date first written above.

ATTESTED:

VILLAGE OF CHAGRIN FALLS
THOMAS BRICK, MAYOR

User's Name (Please Print)



User's Signature

Edward FitzGerald, County Executive
County of Cuyahoga, Ohio