

**DATA USE AND SECURITY AGREEMENT FOR THE CRIMINAL JUSTICE
INFORMATION SHARING DATA WAREHOUSE**

This Data Use and Security Agreement ("Agreement") is made and entered into as of the ___ day of _____, 20___, by and among the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified and supplemented to the effective date hereof, on behalf of the Cuyahoga County Sheriff's Department (hereinafter referred to as the "County"), [Police Department] ("Participant"), and Chagrin Valley Dispatch Council ("Hosting Provider"). The County, Participant, and Hosting Provider are collectively the "Parties". The Criminal Justice Information Sharing Data Warehouse hereinafter is referred to as "CJISDW."

STATEMENT OF THE AGREEMENT

MISSION: The mission of the CJISDW is to facilitate information sharing among and between law enforcement agencies and other government agency partners (collectively, the "Participating Agencies").

PURPOSE: The purpose of this Agreement is to ensure the Participating Agencies have mechanisms for sharing timely, relevant, and accurate information that will help them perform their respective governmental function.

PARTIES: The Participant and the County, together with the other Participating Agencies, will collaborate for outreach and information sharing through the system developed by the Hosting Provider.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

Article I. Purpose

Section 1.01 This Agreement addresses the terms and conditions under which the Parties agree to use and provide access to their data to carry out the CJISDW. The CJISDW will strengthen collaborative efforts of Northeast Ohio law enforcement agencies by developing a system of information sharing that will be available to all Participating Agencies.

Article II. Roles and Responsibilities

Section 2.01 The County is the CJISDW coordinating agency. The County, through the Hosting Provider, agrees to host and oversee the CJISDW, including, but not limited to, data management, data storage, data security, and reporting as requested by the County. The County may move or switch hosting providers for the CJISDW.

- (a) Participant agrees to access and use the data from Participating Agencies solely for law enforcement purposes.

- (b) The Hosting Provider shall maintain operational programs to prohibit inquiries from any terminal or other access site that is not properly authorized. The County has the right to audit and confirm and test that adequate procedure and controls are in place to protect data shared under this Agreement. The Hosting Provider shall establish and maintain security, audit, and control mechanisms to identify improper use of data accessed under this Agreement and to initiate appropriate action for violation of this Agreement, including criminal prosecution or employee sanction.

Section 2.02 Participant is a member of the CJISDW. As a Participating Agency, Participant agrees to the following:

- (a) Participant agrees to provide Hosting Provider access to their data (the "Participant Data") to the best of their ability.
- (b) Participant agrees to allow access to the Participant Data and any future data that is mutually agreed upon with all Participating Agencies.
- (c) In order to remain as a Participating Agency, Participant shall at all times be in compliance with the privacy, confidentiality and security requirements of any local, state and/or federal agency or any applicable law. This includes agency privacy policies, wall postings or other privacy-related notices to clients, consent or release of information forms and/or procedures for implied or informed express consent, user agreements, and all other privacy and security-related requirements.
- (d) All Participant Data provided to the Hosting Provider for the CJISDW will be in accordance with local laws and/or other applicable information release procedures. Participant will be responsible for their own compliance with federal and state law regarding the Participant Data.
- (e) Participant shall continue to own all their Participant Data. At no time will the County be the custodian of record for Participant Data. All public records requests received by the County shall be forwarded to the relevant Participating Agency for fulfillment.
- (f) Participant agrees that the sharing and exchange of information contemplated under the terms of this Agreement shall be voluntary and without charge, fee, or other consideration.

Article III. Data Exchange

Section 3.01 Pursuant to the terms and conditions of this Agreement, Participant shall allow Hosting Provider to access its Participant Data.

Section 3.02 Data exchange process

- (a) Participant agrees that data exchanges will occur through a secure connection established by the Hosting Provider through an interface with Participant's RMS system provider.
- (b) All parts of the data exchange process shall meet or exceed State of Ohio Law Enforcement Automated Data Systems and National Crime Information Center requirements.

Article IV. Confidentiality

Section 4.01 Participant understands and agrees that information contained in the CJISDW and disclosed for the purpose described above shall not be used for any purpose except as expressly permitted herein.

Section 4.02 Information and access thereto shall be restricted to persons who are authorized under this Agreement. Participating Agency shall be responsible for properly training its authorized users and enforcing all applicable laws and regulations.

Section 4.03 Parties agree to use appropriate administrative, technical, and physical safeguards to protect all Participating Agencies' data contained in the CJISDW. Authorizations should be based on the principles of need to know, least privilege and separation of duties.

Article V. Term

Section 5.01 The term of this Agreement shall commence upon full execution of this Agreement and shall continue until modified or terminated by all Parties.

Section 5.02 Upon receipt of a notice of termination, Participant's access to the CJISDW will be rescinded and the Participant Data will no longer be available for use and access by other Participating Agencies. Termination by any other Participating Agency shall not affect the continuation of this Agreement.

Section 5.03 In the event of an allegation or actual breach of this Agreement by Participant, the County may immediately suspend access to the CJISDW until such allegations or breaches are resolved in order to protect the integrity of the CJISDW.

Article VI. Limitation of Liability and Indemnification

Section 6.01 No party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity. The Parties specifically agree that this Agreement is for the benefit of the Parties only and that this Agreement creates no rights in any third party. In no event shall either party be responsible to the other for special, indirect or consequential damages of any kind.

Article VII. Disclaimer of Warranties

Section 7.01 The Parties make no warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose.

Section 7.02 The Parties make no warranties, express or implied, as to the accuracy of the data. Any reliance on the data shall be at the other party's own risk and the disclosing party shall not be responsible for any party's reliance on such data.

IN WITNESS THEREOF, the duly authorized representatives of the Parties have affirmed their signatures hereto on the date (s) written below:

Cuyahoga County:

Participant:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Chagrin Valley Dispatch Council:

By: _____

Name: _____

Title: _____

Date: _____