

INFORMATION EXCHANGE AGREEMENT

BETWEEN

CENTRAL OHIO YOUTH CENTER

AND

THE UNION COUNTY SHERIFF'S OFFICE

This Information Exchange Agreement ("Agreement") is entered into by and between the Union County Sheriff's Office and the Central Ohio Youth Center (hereinafter, the "Parties").

WHEREAS, the Union County Sheriff's Office (hereinafter referred to as "the Providing Agency") is a criminal justice agency authorized to participate in the Law Enforcement Automated Data System (LEADS) with full access (including entry, retrieval, and message switching capabilities; and,

WHEREAS, the Central Ohio Youth Center (hereinafter referred to as "the Receiving Agency") is an authorized recipient, as defined by the LEADS Security Policy, of criminal justice information (CJI); and,

WHEREAS, Section 4501:2-10-06 of the Ohio Administrative Code (OAC) requires agencies to enter into information exchange agreements to share CJI obtained through LEADS; and,

WHEREAS, pursuant to OAC Section 4501:2-10-06, the Parties wish to enter into an information exchange agreement, under which the Providing Agency will provide CJI to the Receiving Agency;

NOW THEREFORE, the Parties set forth the following rights and responsibilities with regard to the storage, exchange, and use of CJI accessible via the LEADS system and shared pursuant to this Agreement:

1. Providing Agency's Duties:

- a. 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 as may become available and qualified for Receiving Agency use.

2. Receiving Agency Duties:

- a. 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 this Agreement, as they may pertain and are available to the Receiving Agency. 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 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 purpose 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, except as may be required by law, including without limitation, Ohio Criminal Rule 16.
 - 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 and under its control with access or exposure to CJI completes the required training before being provided access, and continues 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.
3. 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 the release of CJI obtained through LEADS and shared by the Providing Agency pursuant to this Agreement.
4. 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 or relating to this Agreement.

5. Either Party of 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 CJI obtained through LEADS, the Providing Agency will have the option of terminating this Agreement immediately, without the 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 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 CJI obtained through LEADS, the Providing Agency will not be responsible for providing information to the Receiving Agency.
8. This Agreement may be amended in writing signed by an authorized representative of each Party.
9. This Agreement may be executed in multiple counterparts, each of which shall be recognized as an original signature.

AGREEMENT PERIOD:

This Agreement is effective from the date of last signature to the Agreement through May 1, 2023, at which time the Agreement may be renewed for additional two-year periods upon notice by the Providing Agency.

IN WITNESS WHEREOF, the Parties execute this Information Exchange Agreement

THE UNION COUNTY SHERIFF'S OFFICE

BY: Malcolm J. "Jamie" Paron
Name (Typed or Printed)
M J Paron
Signature
Sheriff
Title
4/29/21
Date

CENTRAL OHIO YOUTH CENTER

BY: Natalie Landon
Name (Typed or Printed)
Natalie Landon
Signature
Superintendent
Title
4/27/21
Date