

RECORD OF ORDINANCES

Resolution No. 2023-49

Passed JULY 19, 2023

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MANAGEMENT CONTROL AGREEMENT WITH THE SUMMIT AREA REGIONAL COUNCIL OF GOVERNMENTS AS THE OPERATOR OF THE SUMMIT EMERGENCY COMMUNICATIONS CENTER FOR ACCESS TO THE LAW ENFORCEMENT AUTOMATED DATA SYSTEM, AND DECLARING AN EMERGENCY.

WHEREAS, the Summit Area Regional Council of Governments has been created by the County of Summit and the Cities of Cuyahoga Falls, Fairlawn, Stow and Tallmadge (“SARCOG”) for the operation of a joint public safety dispatch facility at 630 North Ave., Tallmadge, OH 44278 known as the Summit Emergency Communications Center (“SECC”); and

WHEREAS, it is anticipated that the Village will contract with SARCOG to perform public safety dispatching on behalf of the Village; and

WHEREAS, Ohio Administrative Code Section 4501:2-10-03(A)(2) requires the any joint dispatching facility enter into a management control agreement with each criminal justice agency it serves to ensure compliance by that joint dispatching facility with Law Enforcement Automated Data System (“LEADS”) rules; and

WHEREAS, for the reasons set forth above, the Mayor has recommended that the Village enter into a management control agreement with SARCOG, on behalf of the SECC, in the form attached hereto as Exhibit A, attached hereto and incorporated herein, together with any revisions thereto approved by the Village Law Director that are not materially adverse to the Village; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to authorize the Mayor to execute the management control agreement with SARCOG on behalf of the SECC.

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

SECTION 1: The Mayor is hereby authorized execute the management control agreement with SARCOG, on behalf of the SECC, in the form attached hereto as Exhibit A, attached hereto and incorporated herein, together with any revisions thereto approved by the Village Law Director that are not materially adverse to the Village.

SECTION 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

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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 ensuring that the aforementioned agreement is in place prior to SARCOG assuming dispatching operations for the Village, and undertaking the aforementioned repairs before they result in further damage to the Russell M. Pry Community Center, 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.



President Pro-Temp

Date



Mayor Acting

Date

Attest:

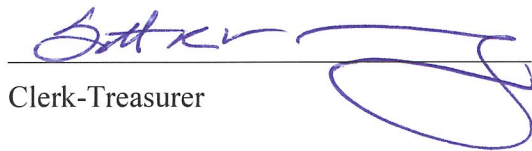

Clerk-Treasurer

EXHIBIT A

Management Control Agreement between the Village of Mogadore on behalf of the Mogadore Police Department and the Summit Area Regional Council of Governments on behalf of the Summit Emergency Communications Center

This Management Control Agreement is entered into by and between the Summit Area Regional Council of Governments, on behalf of the Summit Emergency Communications Center ("SECC"), having its principal place of business located at 630 North Ave. Tallmadge, Ohio 44278 and the Village of Mogadore on behalf of the Mogadore Police Department ("AGENCY"), having its principal place of business located at 1235 S. Cleveland Ave., Mogadore, OH 44260, collectively known as "Parties".

WHEREAS, Ohio Administrative Code (OAC) 4501:2-10-03(A)(2) requires that a criminal justice agency has a written agreement with a governmental division which operates the data equipment used by agencies to access Law Enforcement Automated Data System (LEADS)/National Crime Information Center (NCIC) to assure the criminal justice agency has management control. This includes regional dispatch centers as a cooperative effort by political subdivisions in a particular area for the purpose of providing consolidated and computer-assisted dispatch for public safety purposes; that is, police, fire, and rescue services; and

WHEREAS, AGENCY, a criminal justice agency as designated by the State of Ohio LEADS, is a Terminal Agency that qualifies for their originating agency identifier (ORI OHXXXXXXX); and

WHEREAS, SECC, a cooperative dispatching agency designated under OAC 4501:2-10-03(A)(5), is a Terminal Agency that qualifies for an originating agency identifier (ORI XXXXXXXX); and

WHEREAS, the purpose of this agreement is to establish and enforce Security Control of the access and use of the CJI, LEADS and associated ODPS, FBI and other systems in a location where access to and/or use of that system is accomplished by a CJA with the assistance of NCJA.

DEFINITIONS

- a. Law Enforcement Automated Data System (LEADS) — A computerized network administered by the Ohio State Highway Patrol, which provides computerized data and communications for criminal justice agencies within the state of Ohio. (OAC 4501:210-01(W))
- b. National Crime Information Center (NCIC) — The nationwide computerized filing system established for criminal justice agencies at the local, state, and federal levels and is managed by the Federal Bureau of Investigation (FBI). (OAC 4501:2-10-01(11))
- c. Criminal Justice Functions — hardware, software, network, dispatching functions
- d. Criminal Justice Information (CJI) — the abstract term used to refer to all of the LEADS provided data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person (includes driver's license photo, SSN, etc.), organization, property (when accompanied by any personally identifiable information), and case/incident history data. The following type of data are exempt from the protection levels required for CJI: transaction control type numbers (e.g. ORI, NIC, FNU, etc.) when not accompanied by information that reveals CJI or PII and BMV driving records. (OAC 4501:2-10-01(M))
- e. Security Controls — Activities including, but not limited to, the supervision of applicable equipment system design programming and operating procedures associated with the development implementation and operation of any computerized message switching or database systems utilized by the served law enforcement agency for agencies. Computer

sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminals access devices or stored slash printed data.

II. SCOPE OF MANAGEMENT CONTROL

- a. This agreement is prepared to comply with the LEADS requirements for SECC personnel who may function under LEADS administrative roles during the course of business.
- b. The SECC agrees to sign and execute a LEADS Terminal Agency Agreement and, by doing so, agrees to abide by all the rules and regulations required by that agreement.
- c. Administrative Control over SECC assets, personnel and infrastructure will remain with SECC.
- d. Unauthorized personnel will be restricted access to SECC property and infrastructure systems.
- e. SECC agrees to utilize interconnected state and national repositories (LEADS, NCIC, NLETS) and information contained therein, in accordance with LEADS and criminal justice agency standards.
- f. SECC agrees to develop local policy and procedure to meet the requirements if the LEADS Terminal Agency Agreement.

III. TERM AND TERMINATION

- a. This Agreement shall commence on the first day the Agency's dispatch center transfers to SECC and shall continue in full force and effect until either party has a change of Agency Administrator.
- b. This Agreement may be terminated for any reason, with thirty (30) days written notice to the other party.

IV. AMENDMENT

- a. Amendments to this agreement must be in writing and require updated signatures.

V. LEADS Owned Equipment/ Connected Agency Owned Equipment (OAC 4501:2-10-10)

- a. SECC personnel, if called upon to assist in maintaining LEADS equipment shall notify LEADS of any malfunctions of its equipment, if the SECC personnel have not already done so.
- b. SECC owned equipment used to access LEADS, shall be supported by repair service as required by the LEADS security policy as a minimum.
- c. LEADS owned equipment shall not be changed, modified, turned off, unplugged, or rendered inoperable in any manner except in the case of equipment malfunction preventing operation or if directed by LEADS personnel or equipment contract repair personnel.
- d. All repairs on LEADS owned and serviced equipment shall be initiated through LEADS.
- e. LEADS owned equipment shall not be changed in any manner or moved from the installed position without permission of the CMS System Officer (CSO). All written requests to change or move LEADS owned equipment shall be forwarded through the SECC Terminal Agency Coordinator (TAC).
- f. SECC shall provide written notice to LEADS of any relocation of LEADS owned equipment accessing LEADS or any change request shall be submitted in writing at least forty-five days in advance of the move. Prior to relocating equipment, a site inspection may be conducted, and location approved by LEADS staff.

- g. Modifications or additions of any SECC owned equipment connected to LEADS shall be approved in writing by LEADS.
- h. No remote access is permitted to LEADS except as approved by LEADS. Remote access to agency owned equipment is prohibited while the equipment is on-line with LEADS, except as approved and monitored by LEADS control.
- i. SECC owned software is not permitted to be installed in LEADS owned equipment. SECC equipment and/or software believed to be degrading LEADS service shall be disconnected until the problem is resolved.
- j. LEADS owned equipment/software or equipment/software connected to LEADS shall not be interconnected to other systems or networks without written authorization from the CSO.
- k. LEADS owned equipment/software shall not be used for personal benefit.
- l. All equipment/software use will be monitored continually by LEADS control and randomly by LEADS staff or their representatives. Any misuse shall be cause for administrative sanction and/or criminal prosecution.

We, the undersigned Parties, agree to the above purpose, principles, and standards of the management control.

Mayor Michael Rick
Village of Mogadore

Date

Director David O'Neal
Summit Area Regional Council of Governments

Date