

# AGREEMENT

## ESTABLISHING THE LUCAS COUNTY 911 REGIONAL COUNCIL OF GOVERNMENTS

WHEREAS, Ohio Revised Code Section 167.01 provides, in general, that the governing bodies of any two or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of performing functions and duties that its Members can perform individually and addressing problems of mutual concern; and

WHEREAS, Ohio Revised Code Sections 167.03(A)(5) and 128.03(D)(1) provide that a regional council of governments shall have the power to operate a public safety answering point; and

WHEREAS, the Lucas County 911 Planning Committee amended Lucas County's Final Plan through an Addendum passed on December 10, 2019 merging and consolidating 911 operations under a regional council of governments; and

WHEREAS, the Board of Lucas County Commissioners and all other political subdivisions located within Lucas County wish to form a regional council of governments for the purpose of operating a public safety answering point in accordance with Chapter 128 of the Revised Code;

NOW, THEREFORE, it is agreed by and among the Members identified herein, on behalf of which this Agreement has been executed in accordance with the authorizing resolutions or ordinances adopted by their respective governing bodies, as follows:

**Section 1. Purposes.** The Lucas County 911 Regional Council of Government is created, in accordance with Section 167.03(A)(5) of the Ohio Revised Code, to organize and operate a Public Safety Answering Point in accordance with Chapter 128 of the Ohio Revised Code.

**Section 2. Definitions.** As used in this Agreement and in the By-laws adopted pursuant to Section 5 hereof, the following words shall have the following meanings:

“Agreement” means this agreement, as the same may be amended, modified or supplemented in accordance with Section 11 hereof.

“By-laws” means the regulations adopted by the Council pursuant to Revised Code. § 167.04, as those regulations may be amended, modified or supplemented in accordance with this Agreement.

“Regional Council” or “Council” means the regional council of governments established pursuant to this Agreement that shall be known as the Lucas County 911 Regional Council.

“Council Costs” means operating costs and any other costs incurred in connection with the activities and operations of the Regional Council.

“Council Funds” means the funds that shall be established and maintained by the Treasurer and/or Fiscal Agent as separate funds in accordance with the By-laws, into which shall be

deposited all assessment, membership dues, grants, or other revenue generated from any and all sources.

“Board of Directors” means the governing board of the Council consisting of the following: (A) County Sheriff, (B) the police chief of the most populous municipality in the County, (C) the fire chief from the most populous municipality in the County, (D) the police chief from the second most populous jurisdiction in the County, (E) a Lucas County municipal police chief selected by a majority of the suburban municipal police chiefs, (F) a municipal fire chief selected by a majority of the suburban municipal fire chiefs, and (G) a township fire chief selected by the Lucas County Township Association. The Board of Directors shall have primary responsibility for the conduct of the Council’s business in accordance with Ohio Revised Code Section 167.04(A) and as specified in the By-laws.

“Technical Advisory Committees” shall include the following: (A) Law Enforcement Technical Advisory Committee, (B) Fire and Emergency Medical Service Technical Advisory Committee, and (C) the Administrators Technical Advisory Committee and shall have the duties specified in this Agreement and the By-laws.

“Fiscal Agent” means the entity as may be designated by the Governing Board pursuant to the By-laws.

“Chief Financial Officer” means the fiscal officer appointed by the Board of Trustees pursuant to the By-laws, in the event that the Board of Directors should at any point in time determine to operate the Council’s financial services through direct action, without the services of a Fiscal Agent, pursuant to Chapter 167 of the Ohio Revised Code. If a Chief Financial Officer is so appointed, all references in this Agreement pertaining to the Fiscal Agent shall be deemed to relate to the Chief Financial Officer, who shall have all of the rights, powers, and responsibilities ascribed to the Fiscal Agent by such documents, unless clearly inappropriate.

“Fiscal Year” means the twelve-month period established by the Board of Directors.

“Member” means the Board of Lucas County Commissioners and any of the political subdivisions of Lucas County that has caused this Agreement to be executed in its name in accordance with Section 8 hereof and has not withdrawn from the Council pursuant to By-laws Section 9 of this Agreement.

“9-1-1 Planning Committee” means the same as in R.C. 128.06.

**Section 3. Name.** The name of this regional council of governments shall be the “Lucas County 911 Regional Council of Government.” The Board of Directors shall have the authority to change the council name.

**Section 4. Representation of Members.** Each Member of the Council shall be represented by the member jurisdiction’s representative on the Board of Directors as specified in Section 2 of this Agreement.

**Section 5. Adoption of By-laws.** Within ninety days following execution of this Agreement by at least two members, the Board of Directors shall meet for the purpose of adopting

By-laws. The affirmative vote of a majority of the Board of Directors shall be required for the adoption of the By-laws.

**Section 6. Technical Advisory Committees.** The Regional Council shall maintain three Technical Advisory Committees: (A) Law Enforcement Technical Advisory Committee, (B) Fire and Emergency Medical Services Technical Advisory Committee, and (C) Administrators Technical Advisory Committee.

The Law Enforcement Technical Advisory Committee shall be tasked with reviewing, presenting and establishing recommendations to the Board of Directors regarding law enforcement policies and procedures that impact the Lucas County 911 Regional Council of Governments. Every chief of a law enforcement agency in Lucas County shall have a seat on the Law Enforcement Technical Advisory Committee.

The Fire and Emergency Medical Services Technical Advisory Committee shall be tasked with reviewing, presenting and establishing recommendations to the Board of Directors regarding fire and emergency medical policies and procedures that impact the Lucas County 911 Regional Council of Governments. Every fire chief in Lucas County as well as the administrator of Lucas County EMS shall have a seat on the Fire and Emergency Medical Service Technical Advisory Committee.

The Administrators Technical Advisory Committee shall be responsible for reviewing administrative and budgetary matters as well as recommending the annual budget and all collective bargaining agreements of the Lucas County 911 Regional Council of Governments. All budgets and collective bargaining agreements must be approved and recommended by a majority of the Administrators Technical Advisory Committee before formal consideration and approval by the Board of Directors. The annual budget for the Lucas County 911 Regional Council of Governments shall be presented to the Administrators Technical Advisory Committee no less than 90 days prior to the start of each fiscal year. The Administrators Technical Advisory Committee shall be comprised of the chief elected official or their designee of each political subdivision of Lucas County.

**Section 7. Assessment of Fees and Costs.** Annually the Board of Directors will determine the costs of the Regional Council for the next fiscal year based upon the annual budget recommended and approved by a majority of the Administrators Technical Advisory Committee. These costs shall be assessed to the county, municipalities, and townships in Lucas County based on the method and formula determined by the 9-1-1 Planning Committee, regardless of membership status of the county, municipality, village or township.

Failure to pay the assessment pursuant to this Agreement may result in the assessment of interest charges and legal action as provided in Ohio law and the By-laws.

**Section 8. Membership.** Membership in the Regional Council is open to Lucas County and all municipalities, villages and townships in Lucas County. The Board of Directors may expand membership to include political subdivisions outside of Lucas County.

**Section 9. New Member Admissions.** Upon request and approval of a majority of the Board of Directors, a non-member county, municipality, village or township may be admitted as a member of the Regional Council.

**Section 10. Withdrawal of a Member.** Any Member wishing to withdraw from the Regional Council may do so with 60 days written notice. Withdrawal as a member shall not relieve Lucas County member jurisdictions of continuing to pay the assessment authorized by Section 6.

**Section 11. Title to Property and Assets.** Title to all property and assets of the Council, regardless of whether such property and/or assets are real or personal, tangible or intangible, and regardless of whether such property and/or assets originated from contributions by Members, external sources, or were developed by the activities of the Council, shall be vested solely in the Council and not in its respective Members.

Upon the withdrawal of any Member pursuant to Section 9 herein or otherwise, the withdrawing Member shall have no right or claim upon any such property or assets of the Council, except as may be due and owing to such Member under a specific contractual arrangement, or as a result of overpayment of dues by such Member.

Upon termination of this Agreement and dissolution of the Council, all property and assets remaining in the hands of the Council shall be distributed in accordance with the provisions of Section 13 herein.

**Section 12. Amendments.** All proposed amendments to this Agreement must be approved by a super majority (seventy percent) of the Board of Directors.

**Section 13. Term of Agreement.** It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

**Section 14. Termination of Agreement; Dissolution.** This Agreement may be terminated only with the approval of a super majority (seventy percent) of the Board of Directors or through an amendment to Lucas County's Final Plan pursuant to Ohio Revised Code Section 128.12. Upon termination, the Board of Directors will determine the disposition of the Council's property and assets.

**Section 15. Effectiveness and Counterparts of the Agreement.** This Agreement shall not be effective with respect to any Member until signed by the representative of that Member, as authorized by a duly adopted resolution or ordinance of the governing body of that Member. This Agreement shall be effective with respect to the establishment and operation of the Council upon its execution by the Board of Lucas County Commissioners and at least one municipal and one township member. The Agreement may be signed in separate counterparts on behalf of any one or more than one of the Members, without the necessity for any one counterpart to be signed on behalf of all Members. All separately signed counterparts shall be filed with the Council Fiscal Agent and shall constitute one Agreement.

**Section 16. No Third-Party Beneficiaries.** The parties hereby expressly declare that, unless specifically so provided herein, it is not their intention, through any provision of this Agreement, to create the rights of a third-party beneficiary in any other person or entity, either private or governmental.

[EXECUTION ON PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

**BOARD OF COUNTY COMMISSIONERS**

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Tina Skeldon Wozniak, Commissioner

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Pete Gerken, Commissioner

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Gary L. Byers, Commissioner

APPROVED AS TO FORM:

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John Borell, Assistant Prosecutor  
Lucas County Prosecutor's Office

IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

**CITY OF [INSERT CITY NAME]**

\_\_\_\_\_  
[Insert Chief Executive's Name], Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
[Insert Law Director's Name], Law Director

IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

**VILLAGE OF [INSERT VILLAGE NAME]**

\_\_\_\_\_  
[Insert Chief Executive's Name], Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
[Insert Law Director's Name], Law Director



IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

**BOARD OF [INSRT TOWNSHIP NAME] TOWNSHIP TRUSTEES**

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[Insert Trustee Name], Trustee

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[Insert Trustee Name], Trustee

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[Insert Trustee Name], Trustee

APPROVED AS TO FORM:

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[Insert Legal Counsel Name], [Insert Title]