

RESOLUTION NO. 41-15  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON THE  
17<sup>th</sup> DAY OF August, 2015.

A RESOLUTION AGREEING THAT THE CITY OF CENTERVILLE, OHIO SHALL BECOME A MEMBER OF THE PROPOSED MONTGOMERY COUNTY REGIONAL RADIO COUNCIL AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR PARTICIPATION IN A REGIONAL COUNCIL OF GOVERNMENTS KNOWN AS THE MONTGOMERY COUNTY REGIONAL RADIO COUNCIL.

WHEREAS, the jurisdictions within Montgomery County, Ohio have been preparing for the installation and initiation of a countywide P25 public safety communications system and partnership with the State of Ohio Multi-Agency Radio Communications System ("MARCS"); and

WHEREAS, it has been generally agreed that the administration, management and operation of said system and partnership would be best accomplished through the establishment of a Council of Governments pursuant to the Constitution and Laws of the State of Ohio, including, but not limited to Chapter 167 of the Ohio Revised Code; and

WHEREAS, such a Council of Governments has been proposed, under the name of "The Montgomery County Regional Radio Council," and the City of Centerville, Ohio has been asked to become a charter member of said organization; and

WHEREAS, this Council does desire to participate in the Montgomery County Regional Radio Council to represent the needs of the City of Centerville, Ohio regarding the countywide P25 public safety communications system.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE, OHIO HEREBY RESOLVES:

SECTION 1. That this Council hereby agrees and consents to participate in and become a member of the Montgomery County Regional Radio Council.

SECTION 2. That this Council hereby authorizes the City Manager to sign the "Agreement for Participation in a Regional Council of Governments Known as the Montgomery County Regional Radio Council" ("Exhibit A" of this

resolution) on behalf of the City of Centerville, Ohio when said agreement is presented for signature.

SECTION 3. That the Clerk of Council shall forward a copy of this resolution to the Executive Director of the Miami Valley Communications Council upon adoption.

SECTION 4. This resolution becomes effective at the earliest date allowed by law.

PASSED this 17<sup>th</sup> day of August, 2015.

Bruce A. Compton  
Deputy Mayor of the City of Centerville,  
Ohio

ATTEST:

Debra A. James  
Clerk of Council  
City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 41-15, passed by the Council of the City of Centerville, Ohio on the 17<sup>th</sup> day of August, 2015.

Debra A. James  
Clerk of Council, City of Centerville,  
Ohio

Approved as to form, consistency  
with existing ordinances, the Charter  
and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

AGREEMENT FOR PARTICIPATION IN A REGIONAL COUNCIL OF GOVERNMENTS KNOWN AS THE  
MONTGOMERY COUNTY REGIONAL RADIO COUNCIL

The parties to this Agreement (hereinafter called "Radio System Users"), consisting of jurisdictions and agencies wishing to participate in a Regional Council of Governments pursuant to the Constitution and Laws of the State of Ohio, including, but not limited to Chapter 167 of the Ohio Revised Code, agree as follows:

- I. **Name.** The name of said Council of Governments is the Montgomery County Regional Radio Council (hereinafter called "Radio Council").
- II. **Purpose.** The purpose of the Radio Council pursuant to the Constitution and Laws of the State of Ohio, including, but not limited to Chapter 167 of the Ohio Revised Code is hereby established for the purpose of the administration, management and operation of a P25 public safety communications system throughout Montgomery County and partnership with the State of Ohio Multi-Agency Radio Communications System (MARCS; and any other such duties as are necessary for the operation of the Radio System).
  - a. In accordance with the general operational policies and procedures adopted by the Radio Council, the Montgomery County Sheriff is responsible to provide the following for the Regional Radio System: Staffing; acceptable response to citizen and community complaints; handle routine and emergency radio communications; and maintain records of the Radio Council.
  - b. Each jurisdiction or agency that is a party to this Agreement shall authorize the Agreement by Resolution or other legislation by the appropriate governing body.
- III. **Administration Authority.** The Radio Council is established and is to be administered in the following manner:
  - a. Each jurisdiction or agency that is a party to this Agreement shall have one (1) delegate to the governing board of the Radio Council. The delegate shall be appointed by the legislative authority of each jurisdiction or agency. Each jurisdiction or agency shall similarly designate an alternate for each delegate who may act in place of the delegate in their absence. Any delegate or alternate so appointed shall serve at the pleasure of the legislative authority making the appointment.
- IV. **Funding & Authority.** The Radio Council shall have authority to do any of the following: approve annual operating, maintenance and capital replacement budgets; approve and collect fees or system charges; approve and collect any Council of Government fees; enter into and administer contracts with MARCS or other system providers; enter into and administer other leases, agreements and contracts necessary for the operation of the radio communications system ; and approve operational policies and procedures; and any other functions and duties necessary for the operation of the radio communications system as are performed or capable of performance by the parties to this Agreement.

- V. **Audit.** The Radio Council shall be subject to regular, annual audits by the State of Ohio Auditor. In addition, the governing board may from time to time, at its discretion, commission a special audit by a qualified private accountant. The expenses of any audit shall be considered a part of the cost of administration of the Radio Council. Copies of the audit results shall be furnished to all parties to this Agreement. Any special audit shall not constitute a duplication of audits required by the State of Ohio.
- VI. **Cancellation of Agreement**
- a. Any jurisdiction or agency may withdraw from this Agreement, provided, however that any such withdrawal shall be preceded by written notice of withdrawal 180 days in advance of withdrawal. In the event that any jurisdiction or agency withdraws from this Agreement, the provisions of this Agreement relating to auditing and funding shall continue in effect until final settlement has been made for all necessary funds regarding the withdrawing jurisdiction or agency.
- b. The Radio Council may be dissolved by two-thirds of the parties of this Agreement and in such event; the Radio Council shall liquidate any and all assets, pay all outstanding debts and distribute the remaining funds to the jurisdiction and agencies in the proportion of contribution.
- VII. **Additional Members of Council.** Any jurisdiction or agency which desires to become a member of the Radio Council may become a member upon the terms and conditions prescribed by the governing board. A favorable vote of two-thirds of the member jurisdictions and agencies acting by their delegates to the Radio Council shall be required to allow a new entity to become a member of the Radio Council.
- VIII. **Additional Activities.** In the event that the Radio Council shall determine at any time to undertake activities other than the administration, management and operation of a P25 public safety communications system, no jurisdiction or agency shall be required to participate in the administration and funding of such activity without its prior consent. This section may be amended only through a favorable vote of three-quarters of the member jurisdictions and agencies which are parties to this Agreement.
- IX. **Amendments.** Except as provided in Article VIII above, this Agreement may be amended by action of two-thirds of the parties of this Agreement.
- X. **Severability.** In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by any such ruling, finding or decision.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.