

AN ORDINANCE AUTHORIZING THE VILLAGE OF BREWSTER TO ENTER INTO AN AMENDED AGREEMENT WITH THE LOCAL GOVERNMENT IN COOPERATION (L.O.G.I.C.)

WHEREAS, as provided by the current Bylaws/Council of Government document of the Local Government in Cooperation (L.O.G.I.C.) and the agreement that L.O.G.I.C has with the public entities for whom they provide services, those Bylaws and agreement may be amended from time to time; and

WHEREAS, on September 15, 2017 L.O.G.I.C. provided notice to the public entities with whom L.O.G.I.C. provides services, including the dispatching of Fire and Ambulance and Police, that amendments to the Bylaws/Council of Government document have been approved by the L.O.G.I.C. Board; and

WHEREAS, Brewster Village Council recognizes that in order to continue the dispatching of Village Fire and Police through the RED Center the Village shall enter into the agreement as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BREWSTER, THAT:

SECTION 1: The following amended Agreement provided by the L.O.G.I.C Board on September 15, 2017 shall be agreed to by the Council of the Village of Brewster, and shall be effective on January 1, 2018:

LOCAL ORGANIZED GOVERNMENTS IN COOPERATION - L.O.G.I.C. AMENDED AGREEMENT

I. PURPOSE

The Board of Trustees of Local Organized Governments In Cooperation (L.O.G.I.C.) was created on July 29, 1986 by The Board of Trustees Jackson Township and The City of Massillon as a regional council of government under Chapter 167 of the Ohio Revised Code for the purpose of providing a permanent forum for discussion and study of problems of mutual interest and concern to Jackson Township and Massillon. The Regional Emergency Dispatch Center, hereinafter referred to as R.E.D. Center was then established by L.O.G.I.C. R.E.D. Center's current functions include, but are not limited to, dispatching services for participating Police and Fire Departments.

II. GENERAL AUTHORITY

A. L.O.G.I.C. shall have the powers provided for a regional council of governments as set forth in Chapter 167 of the Ohio Revised Code and all other such powers agreed to by the L.O.G.I.C. Board and permitted by law.

B. L.O.G.I.C. shall adopt and maintain agreements with all member political subdivisions for the operational funding of R.E.D. Center.

C. The authority granted to L.O.G.I.C. by this section or in any agreement by the members thereof shall not displace any existing municipal, county, regional, or other planning commission or planning agency in the exercise of its statutory powers.

III. MEMBERSHIP OF L.O.G.I.C.

A. Eligibility - Governing bodies of any two or more counties, municipal corporations, townships, special districts, schools, political subdivisions may enter into an agreement with each other, or with the governing bodies of any counties municipal corporations, townships, special districts, school districts or other political subdivisions of any other state to the extent that laws of such other state permit, for establishment of a regional council consisting of such political subdivisions.

B. Initial Membership - The initial members of L.O.G.I.C. (each, "L.O.G.I.C. Member") were and continue to be L.O.G.I.C. Members are the Township of Jackson, Stark County, Ohio and the City of Massillon, Stark County, Ohio.

C. Membership - From time to time, additional political subdivisions may and have become members of the Council upon (i) submission of a written request of the same, including approval by the applicant's governing body of this Agreement and the By-Laws of L.O.G.I.C.1 as the same may be amended from time to time; and (ii) approval of the same by resolution of the Council.

IV. REPRESENTATION

A. Representation on the L.O.G.I.C. Board by the initial two L.O.G.I.C. Members (the Township of Jackson, Stark County, Ohio and the City of Massillon, Stark County, Ohio shall be as follows:

- 1.) Jackson Township-a Trustee, Fire Chief and Police Chief.
- 2.) City of Massillon-its Safety Director, Fire Chief and Police Chief.

B. The governing body of each L.O.G.I.C. Member accepted into the membership of the council after July 29, 1986 will be represented by a single representative.

C. At any time, a representative to L.O.G.I.C. Board may designate, through a written designation provided to the Secretary of L.O.G.I.C., another person representing the L.O.G.I.C. Member to L.O.G.I.C. Board for the period of time so designated.

V. POWERS

A. Pursuant to ORC Section 167.03(A), and in carrying out its purposes as set forth in Sections I and II of this Agreement, the L.O.G.I.C. Board shall have the power to:

1. Study issues affecting or common to L.O.G.I.C. Members as it deems appropriate, including specifically as may be necessary in connection with the purposes set forth in Section I of this Agreement; and
2. Promote cooperative arrangements and coordinate action among L.O.G.I.C. Members, and between L.O.G.I.C. Members and other agencies of local or state governments, whether within or not within Ohio, and the federal government;
3. Make recommendations for review and action to L.O.G.I.C. Members and to other public agencies that function within the region;
4. Promote cooperative agreements and contracts among L.O.G.I.C. Members or other governmental agencies and private persons, corporations, or agencies;
5. Perform planning directly by personnel of the L.O.G.I.C., or under contracts between the L.O.G.I.C. and other public or private planning agencies;
6. Apply for and administer grants from state and federal agencies and private and civic sources;
7. Perform such other functions and duties as are performed or are capable of performance by the L.O.G.I.C. Board or its L.O.G.I.C. Members and necessary or desirable for dealing with problems of mutual concern; and
8. Perform such other functions or duties as are set forth in ORC Chapter 167 and may be approved by L.O.G.I.C. from time to time.

VI. EMPLOYEES, SUPPLIES, MATERIALS, EQUIPMENT, AND FACILITIES

The L.O.G.I.C Board may purchase or lease such supplies, equipment, materials and facilities as are necessary to carry out its functions. The Council additionally may employ such staff and contract, or contract with other organizations, for the services of such persons as it shall deem necessary to carry out its duties, shall set their compensation and benefits and may terminate their employment without cause at any time.

VII. BY-LAWS

For purposes of adopting by-laws, each L.O.G.I.C. Members representative(s) shall vote on its behalf, and those representatives shall adopt by simple majority vote by-laws designating the officers of the L.O.G.I.C. and the method of selection thereof, creating a governing board that may act for L.O.G.I.C. as provided in such by-laws, appointing a fiscal agent, and providing for the conduct of its business. No by-law may be inconsistent with the provisions of this Agreement nor in excess of the authority granted by the provisions of the ORC. L.O.G.I.C. shall have the authority, by majority vote of the designated representatives of L.O.G.I.C. Members, to update the by-laws and other governing documents from time to time when determined appropriate.

VIII. FINANCIAL SUPPORT AND EXPENDITURES

L.O.G.I.C. shall be supported by financial and in-kind contributions from the L.O.G.I.C. Members, and from other revenue sources as developed by L.O.G.I.C., made in such a manner and to such extent as determined by majority vote of the L.O.G.I.C. Board. L.O.G.I.C. Board also may accept any gift, bequest, devise, grant, services or payment. The L.O.G.I.C. Board shall determine the appropriate expenditure of all money available to it in order to carry out the purpose of this agreement. The L.O.G.I.C. Board shall make an annual report of its activities to the legislative bodies of each of the L.O.G.I.C. Members.

IX. WITHDRAWAL OF MEMBER

Any L.O.G.I.C. Member may withdraw from L.O.G.I.C. upon one hundred-twenty (120) days' written notice to each of the other L.O.G.I.C. Members. No dues or assessments paid by such member shall be refunded, and all obligations to L.O.G.I.C. assumed by the L.O.G.I.C. Member prior to submitting the notice of intent to withdraw shall continue until the end of L.O.G.I.C. Board's then current fiscal year. Start-up funds, grant funds, in-kind donations, gifts, supplies and funds residing in the capital expense fund will not be returned the withdrawing L.O.G.I.C. member.

X. DISSOLUTION OF L.O.G.I.C

A. Vote - L.O.G.I.C. may be dissolved a 2/3 vote of all L.O.G.I.C. Members' representative(s) at any regular meeting. Prior to any vote on dissolution, each L.O.G.I.C. Member shall receive forty-five (45) days' notice from the Chairman that the matter of dissolution will be voted upon.

B. Dissolving L.O.G.I.C. - Upon an affirmative vote to dissolve L.O.G.I.C., L.O.G.I.C. shall immediately cease to do business and shall only do such acts as are required to conclude its affairs. The L.O.G.I.C. Board officers shall direct all pending business until all L.O.G.I.C. affairs are concluded.

C. Distribution of Assets - At the conclusion of all L.O.G.I.C. affairs, any unclaimed assets remaining on the books shall be distributed according to the following:

1. All tangible personal property previously loaned or given to L.O.G.I.C. that is clearly identified as to ownership shall be returned to the owner member.

2. All remaining tangible personal property shall be sold at public sale in accordance with Ohio Revised Code Section 505.10. The cash proceeds thereof shall be equally divided among all members after all liabilities, if any, have been satisfied.

3. All unexpended monies from federal, state and local sources for services that are not provided and will not be provided by the dissolution date will be returned. All remaining assets and other intangibles shall be equally divided among the initial members as identified in Section 111(8), after all liabilities, if any, have been satisfied.

XI. NOTICE

All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Agreement must be delivered personally or by certified mail at the addresses set forth below, or as later mutually agreed on.

L.O.G.I.C. Regional Emergency Dispatch Center (R.E.D.) Center
5735 Wales Avenue NW
Massillon, OH 44646
Attention: Mark Busto

MEMBER: Village of Brewster
145 1st St SW
Brewster, Ohio 44613
Attention: Mike Schwab

XII. AMENDMENTS

This agreement may be amended from time to time by the action of a simple majority of the governing bodies of the L.O.G.I.C. Members.

SECTION 2: The Mayor is authorized and directed to enter into the above agreement with L.O.G.I.C.

SECTION 3: This ordinance shall be in full force and effect at the earliest date provided by law.

Mayor Michael E. Schwab

ATTEST:

Village Clerk Treasurer K. Kris King

CERTIFICATE

I, K. Kris King, hereby certify that the above is a true copy of an ordinance passed at a regular meeting of the Brewster Village Council held on November 6, 2017

Clerk K. Kris King

I, K. Kris King, Clerk of the Council of the Village of Brewster, State of Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by Council as follows: Office of Brewster Utilities, Belloni's IGA, Brewster Federal Credit Union, Post Office and Brewster Laundromat.

Clerk K. Kris King