

RECORD OF RESOLUTIONS

Resolution No. 23-2025

Passed: May 27, 2025

A RESOLUTION APPROVING THE MERGER PLAN OF THE MIAMI VALLEY COMMUNICATIONS COUNCIL.

WHEREAS, the Miami Valley Cable Television Council (MVCTC) was established as a Council of Governments (COG) in 1975 for the primary purpose of administering the cablevision franchises granted by the cities of Centerville, Kettering, Miamisburg, Moraine, Oakwood and West Carrollton; and

WHEREAS, MVCTC's mission ("Mission") also included developing and implementing intergovernmental projects and collaborative programs designed to strengthen member city capacities to deliver services more efficiently and cost effectively; and

WHEREAS, when the new cable system was completed in 1980, the member cities set aside 40% of the cable franchise fee revenue to operate the MVCTC organization; and

WHEREAS, during the 1980's, membership in MVCTC grew with the addition of the Village of Germantown along with the cities of Bellbrook and Springboro; and

WHEREAS, since its inception, MVCTC established several management and advisory groups to develop and implement projects and programs that benefit the region including GOV TECH, Tactical Crime Suppression Unit, Municipal Training Academy, and the Alliance of Public Service Officials; and

WHEREAS, as its organizational responsibilities grew and the size of the staff expanded, in 1985, the member cities unanimously agreed to assign to MVCTC the full amount of cable franchise fees otherwise payable to it for as long as the city is a member of the COG; and

WHEREAS, that funding formula adopted in 1985 remained in effect until 2006 when the Miami Valley Communications Council (MVCC) (name change adopted in 2003) Board passed a Resolution authorizing a 20% rebate of franchise fees to its member cities; and

WHEREAS, as consumer viewing habits changed during the past 10+ years, franchise fee payments became stagnant; and

WHEREAS, as consumers began disconnecting from traditional cable boxes, there has been a precipitous decline in franchise fee revenue while MVCC employee expenses and service costs have continued to increase; and

WHEREAS, while MVCC has significantly downsized its full-time and part-time staff those cost saving measures have been inadequate to keep pace with the franchise fee decline; and

WHEREAS, given current trends, it is estimated that by 2028, MVCC will have exhausted its balances under the current funding model; and

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WHEREAS, given these economic realities and the fact that MVCC provides its member and affiliate communities in the region with a myriad of beneficial programs and services, it became necessary to explore opportunities to chart a path forward that would guarantee that those programs and services continue; and

WHEREAS, in the fourth quarter of 2024 MVCC undertook a Strategic Plan initiative and met with groups of stakeholders to identify goals and priorities for ensuring organizational sustainability; and

WHEREAS, one of the priority themes identified was organizational growth and adaptability, including exploring opportunities to collaborate or merge with organizations offering complimentary services; and

WHEREAS, consistent with that priority and goal, for approximately the past 6 months , MVCC staff has engaged in merger discussions with another local COG, Miami Valley Educational Computer Association (MVECA), on an organizational merger that will align the goals of the two organizations, allow for greater volume and scale on projects and purchases, and create a new organization that can improve affordability, reliability, and security of networks and technology implementation while simultaneously expanding growth potential to education and government organizations seeking enhanced communication capabilities and services; and

WHEREAS, the GOV TECH Committee and MVCC Board have carefully reviewed all aspects of this proposed merger and believe it is in the best long-term interests of MVCC to move forward consistent with the plan as outlined; and

WHEREAS, under the merger plan, the Mission of MVCC will be continued and enhanced; and

WHEREAS, under the merger plan, MVECA and MVCC will continue to operate in the same capacity, and within the same geographic area covered by both entities, with the ability to serve all current members and affiliates of both organizations; and

WHEREAS, the merger of MVECA and MVCC will create an umbrella COG to be known as Miami Valley Technology and Communication Group (MVTCG); and

WHEREAS, the assets, liabilities, and obligations of both MVECA and MVCC will be acquired by MVCTG; and

WHEREAS, MVTCG will offer employment to all existing staff of MVCC and MVECA with those employees receiving a total compensation package equal to or greater than current compensation and materially the same benefits; and

WHEREAS, under the merger plan, MVCC member cities will continue to contribute the full amount of their franchise fees and TCSU assessment costs to MVTCG; and

WHEREAS, there will be a five-member Board of Directors that will manage and conduct the affairs of MVTCG; and

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WHEREAS, MVECA and MVCC will each appoint two Directors, and a fifth Director will be appointed by the other four directors; and

WHEREAS, the COG, MVCC BOARD, GOV TECH, TCSU Chiefs and APSO Members will continue to exist and will serve in an advisory capacity to the MVTCG Board; and

WHEREAS, the merger Prospectus, and related documents are fully set forth and incorporated herein in the attached Addendum 1 – (“Acquisition Agreement”), attached Addendum 2 – Bylaws of Miami Valley Technology and Communications Group (“Bylaws”); and attached Addendum 3 – (“Combined Membership”),

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO:

Section 1: The City Council has reviewed the Acquisition Agreement, Prospectus, and Bylaws, and found it to be in the best interest of the City and MVCC and the Acquisition, Prospectus, and Bylaws are hereby recommended to the MVCC Board for final approval.

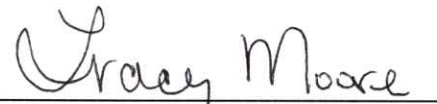
Section 2: The City Manager along with the City’s MVCC Board Representative(s) is hereby directed and authorized to take or cause to be taken all other action necessary and proper to implement the merger.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

Section 4: That this Resolution shall take effect immediately upon its passage.

Passed: May 27, 2025


Mayor

Attest: 
Clerk of Council

Effective Date: May 27, 2025

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (the "Agreement") is made and entered into this ___ day of March, 2025 ("Effective Date"), by and between the Miami Valley Communications Council ("MVCC"), with a principal place of business of 1195 East Alex Bell Road, Centerville, Ohio 45459, and the Miami Valley Educational Computer Association ("MVECA"), with a principal place of business of 888 Dayton Street, Suite 102, Yellow Springs, Ohio 45387 (each, hereinafter referred to as a "Party" and jointly as the "Parties").

RECITALS

WHEREAS, the Parties are both organized as regional councils of governments pursuant to Chapter 167 of the Ohio Revised Code; and

WHEREAS, MVECA is licensed and approved by the Ohio Department of Education and Workforce to operate one of seventeen information technology centers, pursuant to R.C. 3301.075, as well as accompanying regulations and state-issued guidelines; and

WHEREAS, MVCC is a municipal communications and technology organization representing various communities in the Miami Valley; and

WHEREAS, MVECA is comprised of 31 members to which it provides services in accordance with its organizing documents, bylaws and applicable law including traditional public school districts, community schools, educational service centers, and private schools to which it provides services in accordance with its organizing documents, bylaws, and applicable law; and

WHEREAS, MVCC is comprised of 8 members and 23 affiliate members to which it provides services in accordance with its organizing documents, bylaws, and applicable law including cities to which it provides services in accordance with its organizing documents, bylaws and applicable law; and

WHEREAS, the Parties have determined that it would be in their mutual interest and their respective members' and affiliates' interest to combine their memberships and unify the assets and operations of both Parties through the acquisition of all or substantially all of MVCC's and MVECA's assets by a new regional council of governments ("Miami Valley Technology and Communications Group" or "MVTG") set up for that purpose (the "Acquisition"); and

WHEREAS, it is the specific purpose of the Acquisition to leverage the combined knowledge, assets, and resources of both Parties to provide more diverse and efficient services to all of their respective members and affiliates; and

WHEREAS, it is the intent of the Parties to continue to operate in the same capacity, within the geographic area covered by both entities, as a single regional council of governments, after the completion of the Acquisition, which has the capacity to serve all current members and affiliates of both organizations; and

WHEREAS, MVTCG desires to assume substantially all of the operations, assets, other property, and liabilities of MVCC and MVECA, and MVCC and MVECA desire to transfer the same to MVTCG, all upon the terms and conditions set forth herein;

NOW, THEREFORE, it is agreed by the Parties as follows:

1. Acquisition

1.1. Upon execution of this Agreement, the Parties shall in good faith and fair dealing cooperate to take the necessary steps in order that the assets, liabilities, and obligations of MVCC and MVECA shall, except as otherwise provided herein, be acquired by MVTCG. Before the transaction is fully and finally complete as described herein, the Parties shall engage in a transitional process whereby information is exchanged and the Parties agree on what assets, liabilities, and obligations shall be transferred and which shall be retained, all in accordance with the terms of this Agreement. To accomplish the Acquisition, the Parties agree to form a separate regional council of governments, Miami Valley Technology and Communications Group, which shall be responsible for the management and operation of both Parties, as further set forth below. The Parties shall file all necessary documents with the State of Ohio to establish MVTCG.

1.2. Upon Acquisition, MVTCG shall be responsible for the following:

1.2.1. Continue to operate and exist, in accordance with applicable law, serving the members of both MVECA and MVCC with all powers and authorities as set forth in RC Chapter 167, RC 3301.075, and OAC 3301-3, as well as both MVECA's and MVCC's governing documents.

1.2.2. Undertake all debts, liabilities, contractual and legal obligations, and causes of action of MVCC and MVECA, except to the extent that any such liability or obligation can only be satisfied by MVCC or MVECA independently, or that MVECA and MVCC agree will remain the sole responsibility of one of them.

1.2.3. Assume the property, assets, and employees of MVCC and MVECA, except, as may be otherwise set forth herein, and to maintain the same in accordance with applicable law and policy.

1.3. **Acquisition Committee.** For purposes of exchanging the necessary information, discussing questions, addressing issues, and creating the schedules described herein, the Parties shall form an Acquisition Committee (the "Committee") consisting of the Chair and Vice Chair (or equivalent position) of each Party's respective Boards, the Executive Directors of each Party, and the Fiscal Officer for each Party (if any). One member of each Party shall take minutes of the meetings of the Committee, unless the Committee as a whole decides to designate one member to do so for both Parties.

1.3.1. **Meetings.** The Committee shall have an initial meeting, the purpose of which is to disclose and exchange the necessary information as described in Sections 1.4 and 1.5.

Thereafter, the Committee shall meet by agreement as needed.

1.3.2. The Committee shall not have the power to bind either Party to any contractual or other obligation.

1.3.3. Members of the Committee shall act in all respects with good faith and fair dealing.

1.3.4. Members of the Committee shall maintain the confidentiality of the information exchanged between the Parties, except to the extent that any such information is required to be disclosed by law or process.

1.4. **Transfer.** The Parties intend for the transfer of all assets, property, liabilities, obligations, causes of action, employment responsibility, and any and all other matters or things attendant to this acquisition to be vested in MVTCG by operation of this Agreement, as authorized by the respective voting members of MVCC and MVECA at a meeting held for such purpose. The Parties shall cooperate in good faith in executing and delivering documents, and providing information and shall otherwise lend assistance to each other to carry out the steps necessary to effectuate the acquisition. MVCC and MVECA shall assist with ensuring that all property, assets, liabilities and obligations as described herein be transferred to the ownership or control of MVTCG. MVCC and MVECA each warrant that it has full title and authority to transfer its assets and other properties to effectuate the acquisition. The Parties shall pledge transparency and truth in all material respects in disclosing all such assets, liabilities, obligations, etc. to each other.

1.4.1. The items contemplated in Section 1.1, 1.2, and 1.6 include the following and as may be amended by the Parties:

- 1.4.1.1. Equipment;
- 1.4.1.2. Furniture;
- 1.4.1.3. Vehicles;
- 1.4.1.4. Real property, fixtures, and other assets;
- 1.4.1.5. Cash in accounts;
- 1.4.1.6. Inventory;
- 1.4.1.7. Contracts;
- 1.4.1.8. Leases;
- 1.4.1.9. Causes of Action;
- 1.4.1.10. Pending or threatened claims or litigation;
- 1.4.1.11. Debts and liabilities;
- 1.4.1.12. Employment obligations;
- 1.4.1.13. Books and records;
- 1.4.1.14. Accounts payable and receivable;
- 1.4.1.15. Intellectual property; and
- 1.4.1.16. Any other asset, liability, obligation, etc. not listed herein and not retained by MVCC or MVECA as determined by the Committee.

1.5. **Allocation.** The Committee shall set forth all such liabilities, obligations, etc. in schedules

which may be amended as necessary by agreement of the Parties and which will ultimately be approved by the Parties as an addendum to the Agreement in the form of Exhibits. The purpose of the schedules are to identify all such items in detail.

1.5.1. The schedules shall also set forth which such obligations, liabilities, assets, etc. will be retained by MVCC and MVECA. MVTCG hereby accepts the assumption of all such assets, liabilities, obligations, etc. as shall be set forth in the schedules approved by the Committee.

1.6. **Employees.** MVTCG shall offer employment to the existing staff of MVCC and MVECA immediately prior to the Acquisition, effective [DATE]. MVCC and MVECA staff being assumed by MVTCG ("Assumed Employees") shall receive a total compensation package that is greater than or equal to current compensation, and materially the same benefits provided by MVCC and MVECA, subject to the policies of MVTCG. Employees receiving health care coverage through MVCC and MVECA prior to the acquisition shall continue to do so through [DATE]. Employees shall be permitted to be credited for all accrued sick leave, vacation time and other paid leave, as applicable and as may be limited by the policies of MVTCG. Employees shall thereafter be governed solely by the policies and practices of MVTCG. MVTCG shall ensure that all Employees are covered by workers' compensation insurance and other applicable policies. Employees of each Party shall be transitioned to the same State of Ohio retirement system, to the extent permissible by law, without reduction of benefits.

2. Post-Acquisition MVCC and MVECA and Effective Date of Acquisition.

2.1. As set forth herein, upon execution of this Agreement, MVTCG shall have operational control of all matters not left solely to MVECA or MVCC.

2.2. The committees set forth in MVCC's Governing Documents shall continue to operate post-Acquisition, particularly the Government Technology Committee ("Gov-Tech Committee"), Tactical Crime Suppression Unit ("TCSU"), and the Alliance of Public Service Officials ("APSO"). The Parties agree that, at a minimum, the Gov-Tech Committee, TCSU, and APSO shall serve as advisory groups for MVTCG.

2.3. Post-Acquisition transfers to MVTCG of all assets, liabilities, obligations, etc. of MVCC and MVECA as required hereunder shall be completed as soon as practical, but in no case later than June 30, 2026.

3. Operation of MVTCG.

3.1. MVTCG shall perform all work and do all things necessary to perform the services currently being provided for the benefit of the members of both Parties by each of MVECA and MVCC (the "Services"). The Services shall be provided in conformity with the policies of MVTCG, except to the extent any special exceptions or accommodations are requested by MVCC or MVECA and agreed to by MVTCG. MVTCG will be the point of contact for all members related to the provision of Services. MVCC and MVECA shall

provide any necessary cooperation, support, and assistance necessary for the transitional period.

3.2. MVTCG shall provide each member with reasonable outreach and opportunities as necessary for the member to effectively familiarize themselves with MVTCG and utilize the Services.

3.3. Upon membership in MVTCG, all such members shall be subject to the bylaws and other regulations of MVTCG, as recommended by the Board of Directors.

4. Governing Documents, Membership.

4.1. **MVTCG Governing Documents.** The Committee established under Section 1.3 herein shall be responsible for creating the governing documents for MVTCG, including but not limited to bylaws, which shall be used in the interim period before the completion of the Acquisition. These new governing documents shall be approved by the governing bodies of the Parties. Upon approval by the Parties, the governing documents shall be made a part of this Agreement by an addendum executed by both Parties.

4.2. **Membership in MVTCG.** Upon execution of this Agreement and the MVTCG's governing documents, both Parties shall become members of MVTCG and shall have the membership status and voting rights as set forth such the governing documents.

5. Termination

5.1. This Agreement may be terminated by the Parties prior to the transfer of assets, liabilities, obligations, etc., as contemplated herein, by thirty (30) days' advance written notice to the other Party addressed and sent as set forth herein.

6. Disputes

6.1. If, during the transition period between the Effective Date of this Agreement and complete transfer of all items contemplated in Section 2.3, the Parties become involved in any dispute regarding this Agreement, the Parties agree to submit such dispute to negotiation between the highest-level managers of each Party. If such negotiation proves to be unfruitful within fourteen (14) days, either Party may withdraw from this Agreement, and the transfers of assets contemplated herein shall be unwound, with each Party receiving back any assets, employees, and liabilities it transferred to MVTCG as part of this Agreement. Any assets or liabilities jointly created (or incurred or created directly by MVTCG) during the performance of this Agreement shall be equally divided between the Parties upon withdrawal, unless the Parties otherwise agree.

7. Miscellaneous

7.1. **Amendments.** This Agreement may only be amended upon mutual agreement by the Parties in writing.

- 7.2. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. This Agreement may be executed and delivered by email or facsimile and the Parties agree that such email or facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each Party may use such email or facsimile signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.
- 7.3. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction or other authority to be invalid or unenforceable, the attempt shall first be made to read that provision in such a way as to make it valid and enforceable in light of the Parties' apparent intent as evidenced by this Agreement. If such a reading is impossible, the offending provision shall be deemed stricken from the Agreement, and every other provision shall remain in full force and effect.
- 7.4. **Interpretation, Section Headings.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement
- 7.5. **Expenses.** Each of the Parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel and other professionals and experts.
- 7.6. **Assignability.** This Agreement shall not be assigned by either Party.
- 7.7. **Notices.** Any notice, request, demand or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when sent by regular U.S. or electronic email at the addresses provided for below:
- TO MVECA: Thor Sage, Executive Director
888 Dayton Street, Suite 102
Yellow Springs, Ohio 45387
sage@mveca.org
- TO MVCC: Jay Weiskircher, Executive Director
1195 East Alex Bell Road
Centerville, Ohio 45459
jweiskircher@mvcc.net
- 7.8. **Entire Agreement.** This Agreement and all exhibits contain the entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings and agreements, either oral or written,

between the Parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either Party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under or otherwise modify, this Agreement, regardless of any failure of a receiving Party to object to these terms, provisions or conditions.

IN WITNESS WHEREOF, the authorized representatives of the Parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

**MIAMI VALLEY EDUCATIONAL
COMPUTER ASSOCIATION**

**MIAMI VALLEY COMMUNICATIONS
COUNCIL**

Thor Sage, Executive Director

Jay Weiskircher, Executive Director

Date

Date

Chairman, Board of Directors

Chairman, Board of Directors

Date

Date

Fiscal Officer

Fiscal Officer

Date

Date

**BYLAWS OF
MIAMI VALLEY TECHNOLOGY AND COMMUNICATIONS GROUP**

**Adopted as of
March __, 2025**

**Article I
Name and Purpose**

Section 1. This organization shall be known as Miami Valley Technology and Communications Group, (herein after referred to as the "Council" or "COG"). These Bylaws are adopted pursuant to Chapter 167 of the Ohio Revised Code.

Section 2. The purpose of the Council is to plan, create, promote, execute, manage, and operate collaborative and cost effective information technology and communication services to our member schools and governments, and the doing of all things allowed by law to accomplish such purposes. The Council shall additionally have the power to take any action which Chapter 167 of the Revised Code requires or permits it to do.

Section 3. The authority granted to the Council by these Bylaws shall not displace any existing municipal, school board, or other governmental agency's powers in the exercise of their statutory powers and duties, unless otherwise agreed by any such affected governmental authority. Additionally, the authority granted to the Council by these Bylaws shall not displace the bylaws, constitutions, or other agreements of any Member.

**Article II
Membership**

Section 1. The initial Members of the Council shall be the Miami Valley Communications Council ("MVCC") and the Miami Valley Educational Computer Association ("MVECA") (each a "Member," and together the "Members"). The Members shall be voting members, entitled to one vote each, as delegated by their own membership.

Section 2. The Members may authorize the admission of additional members by majority vote.

Section 3. Associate membership may be authorized by the Board of Directors for any other political subdivision. The Board will prescribe the method by which these organizations become Associate Members. Associate Members shall be non-voting members. Fees for Associate Members will be set by the Board in the document describing how they shall be admitted.

Section 4. Any member may withdraw from this Council 180 days after the date a formal resolution, authorized and approved by its legislative body is received by this Council. All financial commitments of such member shall be met or secured prior to the withdrawal. The withdrawing member shall be entitled to remove any tangible personal property which it owns or had contributed, unless other agreements which prevent removal have been established prior to the

member's withdrawal, subject to repayment to the Council of the costs of any improvements made to such property during the Council's possession or use of the same. Any contributed or owned real property may be removed by the withdrawing member only upon repayment to the Council of the costs of any improvements made to the property during the Council's possession or use of the same.

Article III Meetings

Section 1. The Council shall hold regular meetings at least four (4) times per calendar year. The Chair of the Board of Directors shall determine the location, date, time, and manner of these meetings.

Section 2. All meetings of the Council shall be held in accordance with the provisions of Ohio Sunshine Laws, and the provisions thereof regarding notice, and the conduct of meetings shall apply. The Council may call an executive session for the discussion of such subjects as are permitted by Ohio Sunshine Laws, provided any final action shall be taken in an open meeting.

Section 3. A copy of the agenda for each regular meeting shall be distributed to each Member and Associate Member at least three (3) business day prior to the holding of the regular meeting.

Section 4. Special meetings may be called by the Chair of the Board of Directors, or by a majority of the Board of Directors upon twenty-four (24) hours' notice to all Members by letter, telephone, or electronic communications. Said notice shall specify the purpose of the meeting.

Section 5. A quorum shall be required for the holding of any meeting. A quorum shall consist of a majority of the Board of Directors. Voting shall be by Directors present, and no proxy or in absentia voting shall be permitted.

Section 6. Any meeting may be conducted through electronic means as determined by the Chair, provided such meeting complies with the Ohio Open Meetings Act.

Section 7. Any official action of the Board of Directors shall be by motion or written resolution and shall be passed by a majority of the Board of Directors, present and entitled to vote.

Section 8. Full and accurate minutes of all meetings shall be kept by the Board and the responsibility for taking meeting minutes shall be performed by the Executive Director or qualified designate. Minutes shall be disseminated to each Member and Associate Member within thirty (30) days of the meeting.

Section 9. The current edition of Robert's Rules of Order shall govern procedure unless in conflict with the by-laws. In case of conflict, the bylaws shall prevail.

Article IV Books and Records

The Council shall keep at its principal office, the records of its meetings, a complete list of the members and their addresses, and all books containing a record of its affairs.

Article V Board of Directors

Section 1. The Board of Directors shall consist of five (5) Directors, each entitled to one (1) vote. For the initial Board, each Member shall have the right to appoint two (2) Directors, with the fifth Director being appointed by the other four (4) Directors. Directors shall serve two (2) calendar year, staggered terms, meaning that of the initial Directors, two (2) (one (1) appointee from each member) shall have a one (1) year term, and three (3) shall have a two (2) year term. Each Member shall appoint its allotted number of Directors, and each Director shall be an elected official, city manager, school superintendent, or licensed school treasurer. In the event of a vacancy, the appointing Member shall appoint a replacement Director. If the vacancy is for the fifth Director, the remaining four (4) Directors shall appoint a replacement consistent with the appointment procedures above.

Section 2. The Board of Directors shall be responsible for the management and conducting of the affairs of the Council, including performing the following duties:

- a. Upon consultation with the Executive Director, establish policy recommendations for the Members;
- b. Establish and appoint any committees as necessary, with the consultation of the Executive Director;
- c. Respond to recommendations of the Executive Director;
- d. Promote the Council;
- e. Upon Consultation with the Executive Director, make recommendations to the Members on the following:
 - i. Amendments to the Bylaws;
 - ii. Budgets;
 - iii. Changes to fiscal agent(s), if any;
 - iv. Expansion of facilities, services to be rendered, and promotion of new ventures;
 - v. Establishment of fees, assessments, and charges to Members, Associate

Members, and any agencies contracted for services; and

- vi. Removal or disqualification of members for failure to cooperate in programs, failure to abide by the rules and regulations of the Council and/or Board of Directors, or failure to meet financial obligations as incurred.
- f. Call special meetings of the Council as needed;
- g. Perform as directed by the Members, and as reflected in the minutes of any meetings;
- h. Establish policies and procedures to assist in the daily operation, security, and control of the Council;
- i. Provide an annual report to the Members;
- j. File a written report of its activities at each meeting of the Council.
- k. Authorize budgets and fund-to-fund transfers, except as expressly prohibited by law;
- l. Review and approve the Annual Financial Report and all Audits; and
- m. appoint officers in accordance with these Bylaws.

Article VI Officers

Section 1. Officers of this Council shall include a Chair and Vice-Chair. The Officers shall be appointed by the Board of Directors by majority vote.

Section 2. Officers shall have the following duties:

- a. *Chair.* The Chair shall preside at all meetings of the Council or the Board of Directors. They shall exercise, subject to the control of the Members, a general supervision over the affairs of this Council, and shall perform generally all duties incident to the office and such other duties as may be assigned from time to time by the Members.
- b. *Vice Chair.* The Vice-Chair shall perform all duties of the Chair in their absence or during their inability to act, and shall have such other further powers, and shall perform other such further duties as may be assigned to them by the Members. They shall succeed to the office of Chair, should it become vacant during a term.

Section 3. Officers shall serve without pay, but may be reimbursed pre-approved expenses by the Treasurer.

Article VII Personnel

Section 1. This Council shall authorize the employment of an Executive Director, and other such personnel as may be necessary to perform the work of the Council, within the limits of the approved budget. The Executive Director shall be appointed by, and shall serve at the pleasure of, the Members.

Section 2. The Executive Director shall have the responsibility to manage the active operation of the Council; shall employ all personnel and supervise and control the work to be done by said personnel; shall keep active accounts of all property; shall be responsible for public relations and information; shall do and perform all other duties incident to the operation of the Council; shall assure compliance with applicable laws, regulations, and guidelines; and perform other such duties as may be assigned or requested by the Board of Directors. The Executive Director shall prepare and administer personnel policies, job classifications, and a salary plan for employees.

Section 3. In the event of the resignation, extended absence, or incapacity of the Executive Director, the Board of Directors may employ such person or persons as necessary, on an interim basis, until the Executive Director either resumes their duties or a new Executive Director is appointed. Such person or persons so appointed on an interim basis may be compensated from funds available for that purpose.

Article VIII Financial Matters

Section 1. Financial support for the Council shall be based upon grants, fees, and other income, as follows:

- a. *Grants.* The Council shall actively pursue and apply for available grants.
- b. *Fees.* The Members shall assign 100% of their revenue to the Council as a fee for membership. Associate Members shall be assessed based on the fee schedule developed by the Board of Directors.
- c. *Other Income.* The Board of Directors may authorize contracts for the use of excess capacity, personnel, programs, and services, to provide other income.

Section 2. Fiscal management shall be under the control of a Treasurer, who shall be appointed by the Executive Director. The Treasurer shall have a school treasurer license. The Treasurer shall be responsible for all fiscal transactions and accounting procedures. The Treasurer shall develop and follow procedures for the receipt, deposit, investment, expenditure, and accounting of funds in a manner that is capable of being audited in accordance with the public accounting practices required for Ohio political subdivisions and the regulations of the Auditor of State. The Treasurer shall hold title to all property and equipment owned by the Council on behalf of its members.

Section 3. The fiscal year shall start on July 1 and end on June 30 of the following calendar year.

**Article IX
Purchasing Procedures**

The Executive Director shall be the purchasing agent of this Council, subject to the availability of funds for the purchase as determined by the Treasurer.

**Article X
Amendments**

Amendments to these Bylaws may be made by a majority vote of the Members at any regular or special meeting called in accordance with Article III.

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NAME	ENTITY TYPE
FOUR COUNTY CAREER CENTER	CAREER TECHNOLOGY CENTER
GREENE COUNTY CAREER CENTER	CAREER TECHNOLOGY CENTER
SPRINGFIELD-CLARK CAREER TECHNOLOGY CENTER	CAREER TECHNOLOGY CENTER
STARK COUNTY JVS	CAREER TECHNOLOGY CENTER
ANTIOCH COLLEGE	COLLEGE OR UNIVERSITY
CENTRAL STATE UNIVERSITY	COLLEGE OR UNIVERSITY
CLARK STATE COMMUNITY COLLEGE	COLLEGE OR UNIVERSITY
SINCLAIR COMMUNITY COLLEGE	COLLEGE OR UNIVERSITY
WRIGHT STATE UNIVERSITY	COLLEGE OR UNIVERSITY
ACADEMY FOR URBAN SCHOLARS - COLUMBUS	COMMUNITY SCHOOL
ACADEMY FOR URBAN SCHOLARS - YOUNGSTOWN	COMMUNITY SCHOOL
ACHIEVEPOINT CAREER ACADEMY - CINCINNATI	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - FREMONT	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - LONDON	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - MANSFIELD	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - MARION	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - SPRINGFIELD	COMMUNITY SCHOOL
CHALLENGER OHIO SCHOOLS MANAGEMENT LLC	COMMUNITY SCHOOL
COLUMBUS BILINGUAL ACADEMY NORTH	COMMUNITY SCHOOL
COLUMBUS PREPARATORY ACADEMY	COMMUNITY SCHOOL
CREATIVE WORLD OF MONTESSORI	COMMUNITY SCHOOL
EXPLORERS ACADEMY OF SCIENCE AND TECHNOLOGY	COMMUNITY SCHOOL
FAIRBORN DIGITAL ACADEMY	COMMUNITY SCHOOL
FLEX HIGH SCHOOL - CLEVELAND	COMMUNITY SCHOOL
FLEX HIGH SCHOOL - COLUMBUS	COMMUNITY SCHOOL
GREEN INSPIRATION ACADEMY	COMMUNITY SCHOOL
IMAGINE COLUMBUS PRIMARY ACADEMY	COMMUNITY SCHOOL
IMAGINE GREAT WESTERN ACADEMY	COMMUNITY SCHOOL
IMAGINE KLEPINGER COMMUNITY SCHOOL	COMMUNITY SCHOOL
IMAGINE MADISON AVENUE SCHOOL OF ARTS	COMMUNITY SCHOOL
LEGACY ACADEMY	COMMUNITY SCHOOL
LEGACY ACADEMY - MANSFIELD	COMMUNITY SCHOOL
MATER ACADEMY COLUMBUS	COMMUNITY SCHOOL
XENIA COMMUNITY STEAM ACADEMY	COMMUNITY SCHOOL
ZENITH EAST COMMUNITY SCHOOL	COMMUNITY SCHOOL
ZENITH NORTH COMMUNITY SCHOOL	COMMUNITY SCHOOL
ZENITH WEST COMMUNITY SCHOOL	COMMUNITY SCHOOL
MANAGEMENT COUNCIL OF THE OECS	COUNCIL OF GOVERNMENTS
CLARK COUNTY BOARD OF COMMISSIONERS	COUNTY GOVERNMENT
CLARK COUNTY BOARD OF ELECTIONS	COUNTY GOVERNMENT
CLINTON COUNTY BOARD OF COMMISSIONERS	COUNTY GOVERNMENT
CLINTON COUNTY BOARD OF ELECTIONS	COUNTY GOVERNMENT
DARKE COUNTY BOARD OF ELECTIONS	COUNTY GOVERNMENT
DARKE COUNTY COMMISSIONERS	COUNTY GOVERNMENT
FRIENDS OF CLINTON COUNTY CASA	COUNTY GOVERNMENT
MADISON COUNTY COMMISSIONERS	COUNTY GOVERNMENT
MONTGOMERY COUNTY AUDITOR'S OFFICE	COUNTY GOVERNMENT
MONTGOMERY COUNTY DEPT OF JOB AND FAMILY SERVICES	COUNTY GOVERNMENT
CLARK COUNTY EDUCATIONAL SERVICE CENTER	EDUCATIONAL SERVICE CENTER
GREENE COUNTY EDUCATIONAL SERVICE CENTER	EDUCATIONAL SERVICE CENTER

MONTGOMERY COUNTY ESC	EDUCATIONAL SERVICE CENTER
SOUTHERN OHIO EDUCATIONAL SERVICE CENTER	EDUCATIONAL SERVICE CENTER
ACCESS INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
CONNECT INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
HAMILTON CLERMONT COOPERATIVE INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
LICKING AREA COMPUTER ASSOCIATION INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
META SOLUTIONS INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
NCOC INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
NEONET INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
NOACSC INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
NOECA INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
OMERESA INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
SPARCC INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
SWOCA INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
TRI-COUNTY COMPUTER SERVICES	INFORMATION TECHNOLOGY CENTER
WOCO INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
CITY OF BEAVERCREEK	MUNICIPALITY
CITY OF BELLBROOK	MUNICIPALITY
CITY OF BROOKVILLE	MUNICIPALITY
CITY OF CARLISLE	MUNICIPALITY
CITY OF CENTERVILLE	MUNICIPALITY
CITY OF CLAYTON	MUNICIPALITY
CITY OF EATON	MUNICIPALITY
CITY OF ENGLEWOOD	MUNICIPALITY
CITY OF FAIRBORN	MUNICIPALITY
CITY OF GERMANTOWN	MUNICIPALITY
CITY OF GREENVILLE	MUNICIPALITY
CITY OF HUBER HEIGHTS	MUNICIPALITY
CITY OF KETTERING	MUNICIPALITY
CITY OF MIAMISBURG	MUNICIPALITY
CITY OF MIDDLETOWN	MUNICIPALITY
CITY OF MONROE	MUNICIPALITY
CITY OF MORaine	MUNICIPALITY
CITY OF OAKWOOD	MUNICIPALITY
CITY OF PIQUA	MUNICIPALITY
CITY OF RIVERSIDE	MUNICIPALITY
CITY OF SIDNEY	MUNICIPALITY
CITY OF SPRINGBORO	MUNICIPALITY
CITY OF SPRINGFIELD	MUNICIPALITY
CITY OF TIPP CITY	MUNICIPALITY
CITY OF TROTWOOD	MUNICIPALITY
CITY OF TROY	MUNICIPALITY
CITY OF UNION	MUNICIPALITY
CITY OF URBANA	MUNICIPALITY
CITY OF VANDALIA	MUNICIPALITY
CITY OF WEST CARROLLTON	MUNICIPALITY
CITY OF XENIA	MUNICIPALITY
VILLAGE OF WAYNESVILLE	MUNICIPALITY
VILLAGE OF YELLOW SPRINGS	MUNICIPALITY
BUTLER HEALTH PLAN	NON-PROFIT
CORNERSTONE CHURCH OF CHRIST	NON-PROFIT

FIRST PRESBYTERIAN CHURCH	NON-PROFIT
GLEN HELEN ASSOCIATION	NON-PROFIT
SPRINGBORO CHAMBER OF COMMERCE	NON-PROFIT
STONEBROOK MONTESSORI	NON-PROFIT
TECUMSEH ATHLETIC BOOSTERS	NON-PROFIT
WYSO RADIO	NON-PROFIT
WARREN COUNTY PORT AUTHORITY	PORT AUTHORITY
CATHOLIC CENTRAL SCHOOL	PRIVATE SCHOOL
EMMANUEL CHRISTIAN ACADEMY	PRIVATE SCHOOL
HILLSBORO CHRISTIAN ACADEMY	PRIVATE SCHOOL
LEGACY CHRISTIAN ACADEMY	PRIVATE SCHOOL
ST. BRIGID SCHOOL	PRIVATE SCHOOL
ST. LUKE CATHOLIC SCHOOL	PRIVATE SCHOOL
ST. MARY OF THE ASSUMPTION	PRIVATE SCHOOL
WILMINGTON CHRISTIAN ACADEMY	PRIVATE SCHOOL
COLUMBUS METROPOLITAN LIBRARY	PUBLIC LIBRARY
GREENE COUNTY PUBLIC LIBRARY	PUBLIC LIBRARY
BEAVERCREEK CITY SCHOOL DISTRICT	PUBLIC SCHOOL
BELLBROOK-SUGARCREEK LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
BETHEL LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
BLANCHESTER LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
BRADFORD EXEMPTED VILLAGE SCHOOLS	PUBLIC SCHOOL
BRIGHT LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
CEDAR CLIFF LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
CHILLICOTHE CITY SCHOOL DISTRICT	PUBLIC SCHOOL
CLARK-SHAWNEE LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
DAYTON CITY SCHOOL DISTRICT	PUBLIC SCHOOL
DAYTON REGIONAL STEM SCHOOL	PUBLIC SCHOOL
EAST CLINTON LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
EAST GUERNSEY LOCAL SCHOOLS	PUBLIC SCHOOL
FAIRBORN CITY SCHOOL DISTRICT	PUBLIC SCHOOL
FAIRFIELD LOCAL SCHOOLS	PUBLIC SCHOOL
GLOBAL IMPACT STEM ACADEMY	PUBLIC SCHOOL
GREENEVIEW LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
GREENON LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
HILLSBORO CITY SCHOOL DISTRICT	PUBLIC SCHOOL
HUBER HEIGHTS CITY SCHOOL DISTRICT	PUBLIC SCHOOL
KALIDA LOCAL SCHOOLS	PUBLIC SCHOOL
KINGS LOCAL SCHOOLS	PUBLIC SCHOOL
MADISON-PLAINS LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
MASON CITY SCHOOLS	PUBLIC SCHOOL
MIAMI TRACE LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
NORTHEASTERN LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
NORTHWESTERN LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
OAKWOOD CITY SCHOOLS	PUBLIC SCHOOL
RIDGEMONT LOCAL SCHOOLS	PUBLIC SCHOOL
RIDGEWOOD SCHOOL	PUBLIC SCHOOL
ROOTSTOWN LOCAL SCHOOLS	PUBLIC SCHOOL
SHAWNEE LOCAL SCHOOLS	PUBLIC SCHOOL
SOUTHEASTERN LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
SPRINGFIELD CITY SCHOOL DISTRICT	PUBLIC SCHOOL

ST. HENRY CONSOLIDATED LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
TECUMSEH LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
VALLEY VIEW LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
WASHINGTON COURTHOUSE CITY SCHOOL DISTRICT	PUBLIC SCHOOL
WEST CARROLLTON CITY SCHOOLS	PUBLIC SCHOOL
WILMINGTON CITY SCHOOLS	PUBLIC SCHOOL
XENIA COMMUNITY CITY SCHOOL DISTRICT	PUBLIC SCHOOL
YELLOW SPRINGS EXEMPTED VILLAGE SCHOOL DISTRICT	PUBLIC SCHOOL
MOTORCYCLE OHIO - DEPARTMENT OF PUBLIC SAFETY	STATE AGENCY
BENNETT AND BENNETT, INC	TENANT
HONEYCOMB ARCHIVE, LLC	TENANT
KETTERING HEALTH NETWORK	TENANT
PAMELA FUNDERBURG LMT	TENANT
SHARON RUSSELL	TENANT
VILLAGE ACCOUNTING AND TAX, LLP	TENANT
VYTALITY BLU HEALTH & MEDSPA LLC	TENANT
WHITNEY DANIELLE PHOTOGRAPHY	TENANT
XYLEM	TENANT
YELLOW SPRINGER, LLC	TENANT
BEAVERCREEK TOWNSHIP	TOWNSHIP
MIAMI TOWNSHIP - GREENE CO.	TOWNSHIP
MIAMI TOWNSHIP - MONTGOMERY CO.	TOWNSHIP
WASHINGTON TOWNSHIP	TOWNSHIP