

Workmen's Compensation Certificate showing a compliance with the laws of Ohio relating to Workmen's Compensation; letter from the Auditor of State showing all necessary papers are on file in his office.

Finding said contract in proper legal form, I have noted my approval thereon, and same is transmitted herewith to you together with all other papers submitted in this connection.

Respectfully,

THOMAS J. HERBERT,

Attorney General.

827.

BROADCASTING SYSTEM—COUNTY—MAY BY CONTRACT
FURNISH INFORMATION TO MUNICIPALITY—AGREE-
MENT BETWEEN PROPER COUNTY AND MUNICIPAL
AUTHORITIES—PAYMENT MAY BE MADE IN ADVANCE
FOR SUCH SERVICE.

SYLLABUS:

1. *A county may, by contract, furnish to a municipality information over the county broadcasting system for a sum to be agreed upon between the proper county and municipal authorities.*

2. *The sum agreed upon may be paid by the municipality in advance to receiving such information or service.*

COLUMBUS, OHIO, June 29, 1939.

HON. BENSON L. OWENS, *Prosecuting Attorney, Jackson, Ohio.*

DEAR SIR: I am in receipt of your request for my opinion which reads as follows:

"Your opinion No. 600, issued to Hon. Lester S. Reid, Prosecuting Attorney at Chillicothe, Ohio, in Item 3 of the Syllabus, states that a municipality may by contract with the County Commissioners furnish information for the County Sheriff over the Municipal broadcasting system, for a sum to be agreed upon between the municipal authorities and the County Commissioners.

I desire your opinion as to whether the converse of the above proposition is true. In other words, can a County, by contract with the Council or other proper Legislative authority of a municipality furnish information for a municipal police department over the County Broadcasting system for a sum to be agreed upon between the County and the municipal council or other proper legislative authority of the municipality?

If the above question be answered in the affirmative, then, could the contract call for the payment of a definite amount by the municipality in advance for information to be furnished by the County over an indefinite period of time in the future?"

Section 2450-2 of the General Code reads in part as follows:

"The board of county commissioners of any county may enter into an agreement or agreements with the legislative authority of any city, village, school district, library district, health district, park district, or other taxing district, or with the board of county commissioners of any other county as legislative authority thereof, and such legislative authorities shall have power to enter into such agreements with the board of county commissioners, whereby such board undertakes, and is authorized by the contracting subdivision, to exercise any power or powers, to perform any function or functions, or to render any service or services, in behalf of the contracting subdivision or of its legislative authority, which such contracting subdivision or its legislative authority is authorized to exercise, perform or render."

This section authorizes counties and municipalities to enter into agreements whereby the county may exercise any power, perform any function or render any service in behalf of the municipality which the municipality itself might do.

It is unnecessary at this time, in view of the authorities, to discuss at length the proposition that a municipality may properly operate a police broadcasting station. It is enough to say that it is proper.

It would follow then that the municipality, having itself legal authority to operate a broadcasting station for police purposes by virtue of Section 2450-2, above quoted, the county may render to the municipality the services of a county broadcasting system.

Section 2450-3, General Code, provides:

"Every agreement entered into under the authority of this act shall provide, either in specific terms or by prescribing a method for determining the amounts, for any payments to be made by the contracting subdivision into the county treasurer, in consideration of the performance of the agreement. In cases where it is deemed practicable, the agreement may provide that payment shall be made by the retention in the county treasury of the amounts due from taxes collected for the contracting subdivision; and the county auditor and treasurer shall be governed by any such provision in settling the accounts for such taxes."

This section does not limit the terms of the agreement in any way. It merely states that the terms finally determined between the county and other subdivisions be specifically set forth in the agreement.

The terms are, therefore, for the parties to the contract to decide and it is my opinion that should they decide to make full payment in advance for the services to be rendered, it is entirely within their power.

Therefore, in specific answer to your questions, I am of the opinion that: (1) A county may, by contract, furnish to a municipality information over the county broadcasting system for a sum to be agreed upon between the proper officials of the county and the municipality; (2) whatever sum so agreed upon may be paid by the municipality in advance to receiving such service.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

828.

INSURANCE—WHERE COMPANY CONTRACTS OR ISSUES CERTIFICATE FOR A CONSIDERATION TO REPAIR MOTOR VEHICLE, TO DESIGNATE GARAGE, PROVIDE TOWING SERVICE IN UNITED STATES OR CANADA, TO INVESTIGATE NEGLIGENCE, DAMAGE, ETC.—ACTS SUBSTANTIALLY AMOUNT TO INSURANCE—SECTION 665 G. C.—LEAGUE OF AMERICAN MOTORISTS, INC., CLEVELAND.

SYLLABUS:

A company which issues a certificate to a subscriber whereby it agrees, in consideration of a specified amount paid to it, (1) to cause to be repaired at a designated garage the motor vehicle of the subscriber damaged through the negligence of the driver of another vehicle at one-half the ordinary price thereof, (2) to cause to be repaired at a garage designated by it any motor vehicle damaged by the motor vehicle described in said certificate through the sole negligence of the subscriber, and (3) to cause towing services to be rendered in the United States or Canada whenever same may be necessary because of damage to the automobile specified in the certificate by reason of the negligence of the driver of another moving vehicle or when another automobile is damaged by the motor vehicle described in the certificate through the sole negligence of the subscriber, is entering into a contract substantially amounting to insurance under the provisions of Section 665, General Code.