

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDED AND RESTATED AGREEMENT FOR ESTABLISHMENT OF THE CHAGRIN/SOUTHEAST COUNCIL OF GOVERNMENTS; APPOINTING THE MAYOR AS THE VILLAGE'S REPRESENTATIVE TO THE COUNCIL; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Chapter 167 authorizes the establishment of a Regional Council of Governments; and

WHEREAS, the Village of Chagrin Falls, in 1989, entered into an agreement ("original agreement") for the establishment of the Chagrin/Southeast Council of Governments ("Council"); and

WHEREAS, the purpose of the Council, as stated in the original agreement, is "to foster cooperation between municipalities in all areas of municipal service;" and

WHEREAS, the original agreement, in an effort to provide a greater degree of cooperation in the field of hazardous material spill mitigation, established the Chagrin/Southeast Enforcement Bureau and Chagrin Southeast Hazardous Material Committee; and

WHEREAS, members of the Council seek to amend the original agreement and to enter into a First Amended and Restated Agreement for Establishment of the Chagrin/Southeast Council of Governments ("First Amended and Restated Agreement"); and

WHEREAS, amendments to the original agreement include providing for the following revised purpose of the Council:

"The purpose of the Council is to promote cooperative arrangements and coordinate action among its members relating to hazardous materials and terrorism response and the operation of the Chagrin/Southeast Hazardous Materials Response Team. The Council may also, at its discretion, promote other forms of cooperation between political subdivisions and related agencies in all areas of municipal service and public safety. This shall include exercising all other powers and authorities available to the Council as set forth in Chapter 167 of the Ohio Revised Code."

WHEREAS, amendments to the original agreement include amendments changing the name of the Chagrin/Southeast Enforcement Bureau and Chagrin Southeast Hazardous Material Committee to the Chagrin/Southeast Hazardous Materials Committee and changes to the composition of the Committee that reflect current law enforcement organizations and current public safety positions; and

WHEREAS, amendments to the original agreement include other minor amendments that enable the Council to operate in a more efficient and effective manner; and

WHEREAS, this Council desires to authorize the Mayor to execute the First Amended and Restated Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That the Mayor be and is hereby authorized to enter into the First Amended and Restated Agreement for Establishment of the Chagrin/Southeast Council of Governments. A draft copy of the Agreement is attached hereto and incorporated herein as "Exhibit A." The executed Agreement shall be in a form substantially similar to "Exhibit A."

SECTION 2. That the Mayor is hereby designated to serve as the Representative to the Chagrin/Southeast Council of Governments, and the Mayor may designate an Alternate Representative, who will represent the Village of Chagrin Falls when the Mayor is not able to attend meetings of the Chagrin/Southeast Council of Governments.

SECTION 3. That the Representative and the Alternate are hereby authorized to perform any action that may be necessary to carry out the purpose of the First Amended and Restated Agreement authorized in Section 1.

SECTION 4: That the Clerk of Council shall certify a copy of this legislation and cause it to be delivered, along with the executed Agreement, to the Chagrin/Southeast Council of Governments.

SECTION 5. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public as required by the Codified Ordinances of this Village.

SECTION 6. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may continue to participate in the Chagrin/Southeast Council of Governments and receive the public safety benefits associated with such membership; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: August 8, 2011

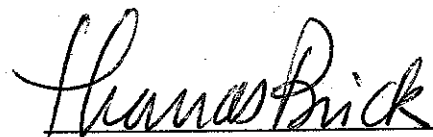


Council President

Submitted to the Mayor for
his approval on this
9 day of August, 2011

Approved by the Mayor

August 9, 2011



Mayor

AGREEMENT FOR ESTABLISHMENT
OF
CHAGRIN/SOUTHEAST COUNCIL OF GOVERNMENTS

This Agreement is made and entered into by and between certain municipal corporations in Cuyahoga County, Ohio, and counties adjacent thereto. We have become parties to this Agreement by causing this Agreement or an identical copy of it to be signed by an officer duly authorized by the legislative authority of such municipal corporation.

WITNESSETH

The parties to this Agreement wishing to establish a regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, consisting of the municipal corporations of Bedford, Bedford Heights, Garfield Heights, Maple Heights, Oakwood Village, Glenwillow, Walton Hills, Warrensville Heights, Warrensville Township, North Randall, Chagrin Falls, Chagrin Falls Township, Orange Village, Woodmere, Hunting Valley, Solon, Moreland Hills, and Bentlyville, agree as follows:

I. NAME. There is hereby established a regional Council of Governments which shall be known as the Chagrin/Southeast Council of Governments.

II. PURPOSE. The purpose of the Council shall be to foster cooperation between municipalities in all areas of municipal service. This shall include, but shall not be limited to, the effective exchange of information, pooling of manpower and resources for the efficient solutions of specific problems dealing with reciprocal service, mutual aid, parallel action and the exchange of ideas relating to areawide interest.

III. REPRESENTATION. Each municipal member of the Council shall be represented by its Mayor and/or City Manager or by an alternative designated by him/her. An alternative may represent more than one municipality or Mayor.

IV. OFFICERS. The Council shall elect from its membership a president, vice president, secretary and treasurer who shall serve for a term of two years without compensation. The Council shall appoint a fiscal officer who need not necessarily be a member of the Council and who will serve without compensation.

V. MEETINGS. The Council shall meet at least once a year or at the call of its president or upon written notice signed by two or more of its members. A simple majority of the total membership shall constitute a quorum, and action may be taken by the affirmative vote of a simple majority of the total membership. Each member of the Council shall be entitled to one vote on each item under consideration. Voting shall be done by members or alternate personally present and proxy or absentia voting shall be permitted.

VI. BYLAWS. The Council shall have the authority to adopt its own rules and bylaws to govern its proceedings.

VII. ADDITIONAL MEMBERS. Other municipalities within the regions may be admitted to membership in the Council upon unanimous vote of approval by the existing members. Such new member municipality will be required to share in the costs of any cooperative program then in existence as a condition of membership. These costs will be determined by the existing Council.

VIII. WITHDRAWAL FROM MEMBERSHIP. Any member and/or municipality may withdraw from the Council sixty (60) days after written notice of such withdrawal is mailed to all other members. Such withdrawal shall not affect the contractual rights set forth herein as to all other parties hereto. Where a member has made a financial commitment to provide matching funds for a federal grant or state grant over a specific period of time, or has made any other financial commitment of the Council, such financial liability shall extend for the full term of the commitment and shall not be affected by the members withdrawal from the Council prior to the expiration thereof.

IX. CHAGRIN/SOUTHEAST HAZARDOUS MATERIAL COMMITTEE. In order to provide a greater degree of cooperation in the field of hazardous material spill mitigation, the Council hereby establishes the Chagrin/Southeast Enforcement Bureau and Chagrin Southeast Hazardous Material Committee. The membership on the committee shall consist of the fire chiefs of each member municipality and one member appointed from each of the following groups: The Council, Region 5 & 6 Police Chiefs, Service Directors, and Medical Directors. The Bureau and the Committee shall have authority to adopt their own rules and bylaws to govern their proceedings, subject to approval of the Council. Financial responsibility for the Chagrin/Southeast Hazardous Material Committee shall rest on the fiscal officer for the Council. No terms and conditions of any contract of the Committee shall be binding on any participating municipality unless approved by the Legislative body of that municipality.

X. CANCELLATION OF THE AGREEMENT. In the event a majority of the member municipalities agree that the Chagrin/Southeast Council of Governments should be dissolved, any assets of the Council shall be distributed to the members in accordance with the same formula under which they were contributed and accumulated.

XI. AMENDMENTS. This Agreement may be amended by majority vote of all members of the Council at any regular or special meeting, provided copies of such proposed amendments are mailed to each member municipality not less than five (5) days prior to such meeting. Such amendments shall not become effective until approved by the Legislative bodies of 2/3's of the municipalities parties to this contract.

XII. 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 hereto have caused this Agreement to be duly executed on the date indicated by signing this Agreement or identical copies of the same.

City of Bedford
Municipality

Arthur W. Richard City Mgr.
Name/Title

Arthur W. Richard
Signature

12/7/89
Date

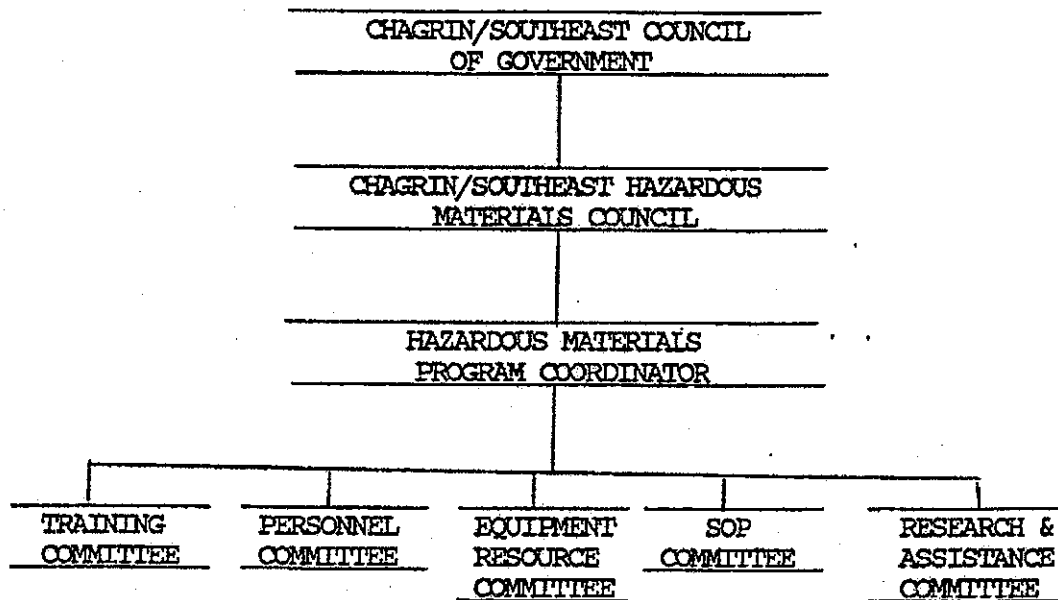


Exhibit "A"

**FIRST AMENDED AND RESTATED AGREEMENT FOR
ESTABLISHMENT OF THE CHAGRIN/SOUTHEAST COUNCIL OF GOVERNMENTS**

AS AMENDED: August 8, 2011

WHEREAS, the various member political subdivisions of the Chagrin/Southeast Council of Governments ("COG") did enter into an agreement in 1989 to establish a regional council of governments pursuant to Chapter 167 of the Ohio Revised Code, consisting of the municipal corporations of Bedford, Bedford Heights, Garfield Heights, Maple Heights, Oakwood Village, Glenwillow, Walton Hills, Warrensville Heights, North Randall, Chagrin Falls, Orange Village, Woodmere, Solon and Moreland Hills;

WHEREAS, the various member political subdivisions of the COG have been expanded to include Bainbridge Township, Bedford, Bedford Heights, Chagrin Falls, Garfield Heights, Glenwillow, Hunting Valley, Maple Heights, Moreland Hills, North Randall, Oakwood Village, Orange Village, Russell Township, Solon, South Russell Village, Walton Hills Village, Warrensville Heights and Woodmere Village;

WHEREAS, the aforesaid member political subdivisions do wish to amend and restate their agreement for the establishment of the Chagrin/Southeast Council of Governments;

THEREFORE, this amended and restated agreement is made and entered into by and between certain political subdivisions in Cuyahoga County, Ohio and counties adjacent thereto. We have become parties to the First Amended Agreement by causing this agreement or an identical copy of it to be signed by an officer duly authorized by the legislative authority of such political subdivisions.

WITNESSETH

The parties to this agreement wishing to maintain a regional council of governments pursuant to Chapter 167 of the Ohio Revised Code, consisting of the political subdivisions of Bainbridge Township, Bedford, Bedford Heights, Chagrin Falls, Garfield Heights, Glenwillow, Hunting Valley, Maple Heights, Moreland Hills, North Randall, Oakwood Village, Orange Village, Russell Township, Solon, South Russell Village, Walton Hills Village, Warrensville Heights and Woodmere Village agree as follows:

- I. **NAME:** There is hereby established a regional council of governments which shall be known as the Chagrin/Southeast Council of Governments ("COG").
- II. **PURPOSE:** The purpose of the Council is to promote cooperative arrangements and coordinate action among its members in matters relating to hazardous materials and terrorism response and the operation of the Chagrin/Southeast Hazardous Materials Response Team. The Council may also, at its discretion, promote other forms of cooperation between political subdivisions and related agencies in all areas of municipal service and public safety. This shall include exercising all other powers and authorities available to the Council as set forth in

Chapter 167 of the Ohio Revised Code.

- III. **REPRESENTATION:** Each political subdivision member of the Council shall be represented by its Mayor or by an alternate designated by him/her.
- II. **OFFICERS:** The council shall elect from its membership a President, Vice-President and Treasurer who shall serve for a term of one year without compensation. The Council may appoint a fiscal officer, recording secretary and other such employees as they deem appropriate. The employees need not be a member of the Council and their compensation shall be determined by the Council.
- III. **MEETINGS:** The Council shall meet at least once a year or at the call of its President or upon written notice signed by two or more of its members. A simple majority of the total membership shall constitute a quorum for a meeting. At a meeting, unless otherwise specifically stated in the bylaws, action may be taken by the affirmative vote of a simple majority of the members present at the meeting. Each member of the Council shall be entitled to one vote on each item under consideration. Voting shall be done by members or alternates personally present and no member may vote by proxy for another member.
- IV. **BYLAWS:** The Council shall have the authority to adopt its own rules and bylaws to govern its proceedings.
- V. **ADDITIONAL MEMBERS:** Other political subdivisions may be admitted to membership in the Council upon majority vote of approval by the existing members. Such new Member may be required to share in the costs of any cooperative program then in existence as a condition of membership.
- VI. **WITHDRAWAL FROM MEMBERSHIP:** Any Member may withdraw from the Council sixty days after written notice of such withdrawal is mailed to all other members. Such withdrawal shall not affect the contractual rights set forth herein as to all other parties hereto. Where a member has made a financial commitment to provide matching funds for a federal or state grant over a specific period of time, or has made any other financial commitment to the Council, such financial liability shall extend for the full term of the commitment and shall not be affected by the member's withdrawal from the Council prior to the expiration thereof.
- VII. **CHAGRIN/SOUTHEAST HAZARDOUS MATERIALS COMMITTEE:** In order to provide a greater degree of cooperation in the field of hazardous materials and terrorism response, the Council hereby establishes the Chagrin/Southeast Hazardous Materials Committee. The membership on the committee shall consist of the Fire Chief of each member community, one Police Chief appointed by the Southeast Area Law Enforcement Group (SEALE), one Police Chief appointed by the Valley Enforcement Group (VEG) and the Hazmat Team Coordinator. The Committee shall have the authority to adopt its own rules and bylaws to govern its proceedings, subject to approval of the Council.
- VIII. **CANCELLATION OF THE AGREEMENT:** In the event a majority of members

agree that the Chagrin/Southeast Council of Governments should be dissolved, any assets of the Council shall be distributed to the members in accordance with the same formula under which they were contributed and accumulated.

- IX. **AMENDMENTS:** This agreement may be amended by majority vote of all members of the Council at any regular or special meeting, provided copies of such proposed amendments are mailed to each member municipality not less than five days prior to such meeting. Such amendments shall not become effective until approved by the legislative bodies of 2/3's of the party's to the 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 finding or decision.
- XI. **IN WITNESS WHEREOF,** the parties hereto have caused this agreement to be duly executed on the date indicated by signing this agreement or identical copies of the same.

VILLAGE OF CHAGRIN FALLS
POLITICAL SUBDIVISION

Date: 8/9/11

By: Thomas Brick
(Signature) THOMAS BRICK

Its: MAYOR
(Office)