

AGREEMENT FOR ESTABLISHMENT OF CUYAHOGA VALLEY REGIONAL COUNCIL OF GOVERNMENTS

This Agreement is made and entered into by and among the below-specified units of government in Northeast Ohio , each of which has become a party hereto by causing a counterpart of the Agreement to be signed by an officer duly authorized by the legislative authority of such participating unit of government.

WITNESSETH

The following units of government are the original parties to this Agreement:

1. Counties of Cuyahoga and Summit .
2. Cities of Akron, Bedford, Brecksville, Cuyahoga Falls, Fairlawn, Garfield Heights , Hudson , Independence , Macedonia.
3. The Villages of Boston Heights, Brooklyn Heights, Cuyahoga Heights, Northfield, Peninsula, Richfield, Valley View and Walton Hills.
4. Townships of Bath, Boston , Northfield Center , Richfield , and Sagamore Hills.
5. School districts of Akron City, Cleveland Municipal, Copley-Fairlawn, Bedford, Brecksville-Broadview Heights, Cuyahoga Falls, Cuyahoga Heights Local, Cuyahoga Valley Career Center, Garfield Heights, Hudson, Independence Local, Maple Heights, Mogadore, Nardon Hills, Revere, Tallmadge City and Woodridge Local.
6. Two park systems known as the Cleveland Metroparks and Metro Parks , Serving Summit County
7. The Cuyahoga Valley National Park (National Park Service, Department of the Interior) as a cooperative partner to the extent the law allows the Park to participate in this organization.

The above listed units of government, wishing to establish a regional council of governments pursuant of the **Ohio Revised Code Chapter 167**, agree as follows:

I. NAME. There is hereby established a regional council of governments, which shall be known as **Cuyahoga Valley Regional Council of Governments** (hereinafter referred to as “the **Council** ”.)

II. PURPOSE. Participating units of governments may combine their resources and efforts toward realization of opportunities and resolution of problems more effectively and efficiently than each could achieve acting alone. The **Council** will serve to foster courses of action which are to the benefit of all.

The purpose of the **Council** is to provide a forum through which it may assist, promote, and coordinate the efforts of its participating units of government for the restoration, preservation, and enhancement of the natural, historic, cultural, recreational, and economic resources of the region of the Cuyahoga Valley from Akron to Cleveland. This purpose is carried out by such means as the following:

- a. Provide a communication link between its participating units of government, and other public agencies and legislative bodies to identify and address issues of common interest and concerns;
- b. Undertake analysis and data gathering as needed to comprehensively and accurately address issues of common interest and concern;
- c. Recommend in an advisory capacity the adoption of policies or the taking of actions by its participating units of government, other public agencies or private agencies serving the region;
- d. Promote and/or execute cooperative agreements and coordinated actions among its participating units of government, other public agencies or private organizations serving the region as may be appropriate to implement the above recommendations.

Toward these ends, the **Council** shall have all capacities as set forth in **Ohio Revised Code Chapter 167** or any future amendments thereto or as otherwise provided by law.

III. REPRESENTATION. Each participating unit of government shall be represented on the council by the elected chief executive officer, or, in the case of those units of government that do not have an elected chief executive officer, a representative chosen by such body to be its representative. The representative may designate an alternate to represent the unit of government in the representative's absence.

IV. INITIAL MEETING AND BYLAWS. Within sixty (60) days after the execution of this Agreement by all participating units of government, the **Council** shall conduct its first meeting, at which time the **Council** shall, by a majority vote of its members, adopt bylaws providing for:

- a. The designation and method of selection of the **Council** officers, the **Council** Fiscal Officer and members of the **Council** Executive Committee;
- b. The conduct and scheduling of future meetings, and
- c. The general conduct of the **Council's** business.

The **Council** shall meet, at a minimum, on an annual basis. Public notification of meetings and the ability of the **Council** to meet in executive session shall be governed by **Ohio Revised Code, Section 121.22**.

V. ADMISSION TO MEMBERSHIP. Subsequent to formation of the **Council**, may be admitted to membership therein pursuant to the bylaws of the **Council**.

VI. WITHDRAWAL FROM MEMBERSHIP. Any member 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. When a member has made any financial commitment to the **Council** or has committed to the **Council** to perform any other obligation as a member, such financial liability or responsibility to perform such obligation 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. PARLIAMENTARY AUTHORITY. *Roberts' Rules of Order, Revised*, shall govern all parliamentary procedures of the **Council** in all cases to which they may be applicable, except to the extent that they are inconsistent with the bylaws or the special rules of order in this organization.

VIII. AUDITS. The **Council** shall cause an audit to be performed as required by the Laws of the State of Ohio. A summary of the audit shall be mailed to each member of the **Council**.

IX. CANCELLATION OF THE AGREEMENT. In the event a majority of the members agree that **Cuyahoga Valley Regional Council of Governments** should be dissolved, the assets of the **Council** shall be applied first to the satisfaction of its outstanding obligations, then be distributed to the members in accordance with the formula under which they were contributed and accumulated.

X. CONDITION TO OBLIGATIONS. Notwithstanding anything to the contrary stated in this Agreement, no obligation arising in consequence of membership in the **Council** and requiring legislative and/or board approval by any participating unit of government shall be binding on such member, unless approved through appropriate legislation or board action.

XI. AMENDMENTS. This Agreement may be amended by the majority vote of the representatives of all **Council** members voting in person and by proxy at any regular meeting or any special meeting called for such purpose, so long as a majority is present and copies of such proposed amendments have been sent by ordinary mail or electronic transmission to each participating unit of government not less than thirty (30) days prior to such meeting. Thereupon, amendments shall become effective subject to approval by participating units of government, consistent with Section XI of the Agreement.

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 otherwise be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date indicated by signing a counterpart of the Agreement.

(Executed signature page 3 is retained in the files of the Council.)

PARTICIPATING UNIT OF GOVERNMENT

By: _____ Date: _____

Its: _____
Title