

**AN EMERGENCY RESOLUTION
AUTHORIZING THE VILLAGE OF MAYFIELD TO ENTER INTO THE
AMENDED AND RESTATED AGREEMENT FOR OPERATION OF THE
EASTERN SUBURBAN REGIONAL COUNCIL OF GOVERNMENTS**

WHEREAS, Mayfield Village, Highland Heights, Mayfield Heights, Lyndhurst and Richmond Heights (the “Municipalities”) entered into an agreement entitled “Amended Agreement for Establishments of Regional Council of Governments” on August 14, 1972 (the “1972 COG Agreement”); and

WHEREAS, the 1972 COG Agreement included the establishment of a Suburban Police Anti-Crime Network (hereinafter “SPAN”) which provided for the mutual interchange and sharing of police personnel and equipment as well as the ability to jointly purchase and own specialized police equipment and provide police training; and

WHEREAS, the Municipalities now wish to amend and restate the terms of the 1972 COG Agreement; and

WHEREAS the Council deems it necessary and in the best interest to the health, safety and welfare of all Village residents to enter into the Amended and Restated Agreement for Operation of the Eastern Suburban Regional Council of Governments with the Municipalities.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into the Amended and Restated Agreement for Operation of the Eastern Suburban Regional Council of Governments and authorizes the Mayor and President of Council to execute the Amended and Restated Agreement for Operation of the Eastern Suburban Regional Council of Governments with the Municipalities in the form attached hereto as **Exhibit A**.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for the administration of emergency services. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: April 19, 2021

Second Reading: _____, 2021

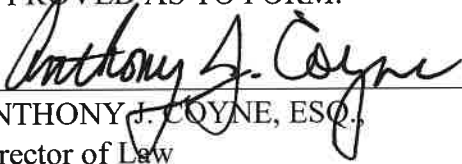
Third Reading: _____, 2021

PASSED: April 19, 2021



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

**AMENDED AND RESTATED AGREEMENT FOR OPERATION OF THE
EASTERN SUBURBAN REGIONAL COUNCIL OF GOVERNMENTS**

THIS AGREEMENT is made and entered into on this ___ day of _____, 2021, in Cuyahoga County, State of Ohio, by and between the City of Highland Heights, the City of Lyndhurst, the City of Mayfield Heights, the Village of Mayfield, and the City of Richmond Heights (hereinafter "Municipalities"), pursuant to the authority granted by Chapter 167 of the Ohio Revised Code.

WHEREAS, the Municipalities entered into an agreement entitled "Amended Agreement for Establishment of Regional Council of Governments" on August 14, 1972 (hereinafter "1972 COG Agreement"); and

WHEREAS, the 1972 COG Agreement included the establishment of a Suburban Police Anti-Crime Network (hereinafter "SPAN") which provided for the mutual interchange and sharing of police personnel and equipment as well as the ability to jointly purchase and own specialized police equipment and provide police training; and

WHEREAS, the 1972 COG Agreement included the Village of Gates Mills, however the Village of Gates Mills subsequently terminated its participation in the 1972 COG Agreement; and

WHEREAS, the remaining five Municipalities have continued to operate under the 1972 COG Agreement and wish to amend and restate the terms of that Agreement.

NOW, THEREFORE, the Municipalities, having previously established a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

I. NAME. The name of the regional Council of governments shall be the Eastern Suburban Regional Council of Governments (hereinafter referred to as the "COG").

II. PURPOSE. The purpose of the COG is to foster cooperation between the Municipalities through the continued operation of SPAN, established for the mutual interchange and sharing of police personnel and police equipment, as well as to allow police equipment to be jointly acquired and owned to be utilized by all participating Municipalities, to provide for joint police training, and to do all things permitted by law to accomplish such purpose.

III. ADMINISTRATIVE AUTHORITY.

A. Each member of the COG shall have one (1) representative, who shall be the Mayor or Safety Director of the Municipality or such person provided for in an enabling Ordinance. Each Municipality shall similarly designate an alternate who may act in place of the representative in his or her absence.

B. Each member of the COG shall be entitled to one (1) vote on each item under consideration. Voting shall be done by representatives or alternates personally present; no proxy or absentia voting shall be allowed. Presence and voting at an on-line or remote meeting will be permitted to the extent permitted by law.

C. The COG shall meet at least annually at a time and place to be designated by its current President. The first order of business at the last meeting of each calendar year shall be the election of a President, Secretary and Treasurer and such other officers as the COG may desire for the following calendar year. All officers shall hold office for a term of one (1) year or until a successor is elected. All COG members and elected officers shall serve without compensation.

D. The COG shall have the authority to adopt its own rules and by-laws to govern its proceedings.

E. Each of the COG members agrees to cooperate, insofar as it is practical to do so, with the SPAN Board by:

- 1) Furnishing information and assistance for the successful operation of SPAN; and
- 2) Paying its equal share of SPAN's annual operating costs, allocating such costs in its appropriation budget to operate SPAN, and making additional appropriations and payments as recommended by the COG and approved by their respective Councils.

IV. SPAN BOARD.

A. The SPAN Board shall consist of five (5) Trustees, who shall be the Chief of Police or Acting Chief of Police of each Municipality (hereinafter the "SPAN Board"). A majority of the Trustees shall constitute a quorum and affirmative action may be taken only by a majority of all the members elected to the Board of Trustees. The Trustees shall elect annually one of its members to serve as Chairman, one to serve as Vice-Chairman, and one to serve as Secretary. Trustees shall serve without compensation.

B. The COG shall designate the fiscal officer of one of the Municipalities to act as the Treasurer of the SPAN Board. The fiscal officer shall keep and disburse all monies collected as authorized by the SPAN Board and annually furnish to each Municipality a detailed breakdown of costs and expenses.

C. Each year, the SPAN Board shall prepare a proposed Annual Budget for the following fiscal year. Said Annual Budget shall be submitted to the COG by December 1st of the calendar year for its consideration. The COG and the SPAN Board shall meet in December on the proposed budget and recommend said budget to operate SPAN during the following year. The Annual Budget shall be approved by the COG and shall include operational and capital expenses, and shall be based on such assets and revenues as held by the Fiscal Officer for SPAN. The Annual Budget shall provide detailed itemization describing the available funds, and purchases, and other expenditure intended to be made from funds so appropriated during the budget Year. This shall include the purchase, replacement, and maintenance of equipment, training, including tuition costs, and such other capital and operational expenses as recommended by the SPAN Board. The SPAN Board shall utilize the available funds set forth in the approved Annual Budget. All expenditures, shall be made following the policies and procedures of the SPAN Fiscal Officer.

D. Forfeiture resulting from the activities of SPAN will be reserved by the SPAN Fiscal Officer for the benefit of SPAN. When the Fiscal Officer, on behalf of SPAN, comes into custody of unclaimed or forfeited property, the SPAN Fiscal Officer shall adhere to the procedures established under the Ohio Revised Code.

E. The SPAN Board shall establish its own by-laws which shall include the following:

- 1) Provision for regular and special meetings; and
- 2) Provision for minutes of all SPAN Board meetings to be distributed by mail or electronically to all COG representatives.

F. The SPAN Board shall administer the operation of SPAN as its agent as authorized by this Agreement. Each Municipality retains the right and duty to administer and enforce its own municipal laws, concurrent with the activities of SPAN.

G. The Chairman of the SPAN Board shall have the duty of formulating a program to implement the activities of SPAN, which shall include, but are not limited to, the following items:

- 1) Records. Creation of a file system to include any crimes related to the operation of SPAN.
- 2) Interchange of Equipment. When necessary, equipment may be requested by any Municipality from any of the other Municipalities.
- 3) Sharing of Personnel. Personnel may be requested by any Municipality. The request will be made through the Chairman of the SPAN Board and the number of personnel and duration of service will be determined by the nature of the request, i.e., investigation of major crimes, crowd control, etc. Any officer acting outside his municipal limits, through SPAN, will be treated as though the officer were within his or her own municipality with respect to liabilities and pension, including Worker's Compensation and overtime compensation, which shall be paid by the lending Municipality in accordance with its policies.
- 4) Purchasing and Replacing Technical Equipment. In order to avoid duplication of equipment and to allow the purchase of equipment not otherwise obtainable due to prohibitive costs for individual municipalities, each Municipality will share costs of needed or replacement equipment, thereby making such purchases possible. Each Municipality will cooperate and participate in the seeking of grants or other funds to assist SPAN and will share equally in the cost of any new or replacement equipment or matching funds required.

V. SPECIALIZED UNITS. The following specialized units have been established by SPAN: Crisis Intervention, Bomb Squad, Traffic Investigation, and Drug Enforcement Unit (DEU), and a Tactical SWAT Unit for purposes of controlling active threats or shootings, civil disorders, strikes, and crowd control during disasters, etc.

A. All officers will work together when operating as a SPAN Unit.

B. Specialized units may be activated by the SPAN Board Chairman or any SPAN Board Member, as necessary.

VI. NEW MEMBERS. Subject to unanimous approval of the COG, any additional municipality which desires to join the COG and participate in SPAN shall be required to pay its proportionate share of the costs of operation, computed on the same basis used to compute the shares paid by the existing members, as determined by the SPAN Board.

VII. WITHDRAWAL FROM AGREEMENT. Any Municipality may withdraw from this Agreement, however, any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the SPAN Board by registered mail or by personal service not later than July 1st prior to the effective date of such withdrawal. In the event that any Municipality should exercise its right to withdraw from this Agreement, the obligations of this Agreement relative to auditing and distribution of funds shall continue in effect until final settlement has been made for all monies collected from the Municipality, prior to the effective date of such withdrawal.

VIII. AMENDMENTS. This Agreement may be amended by majority vote of all members of the COG, within the purposes provided for in Article II, at any regular or special meeting, provided copies of such proposed amendments are mailed to all COG members not less than thirty (30) days prior to such meeting.

IX. 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 by signing this Agreement or identical copies of same.

CITY OF HIGHLAND HEIGHTS

By: _____
Chuck Brunello, Jr. Mayor

Date: _____

CITY OF LYNDHURST

By: _____
Patrick A. Ward, Mayor

Date: _____

CITY OF MAYFIELD HEIGHTS

By: _____
Anthony DiCicco, Mayor

Date: _____

VILLAGE OF MAYFIELD

By: Brenda T. Bodnar
Brenda T. Bodnar, Mayor

Date: 4-19-21

By: [Signature]
Stephen Schutt, President of Council

Approved as to Form:

By: [Signature]
Anthony J. Coyne, Director of Law

CITY OF RICHMOND HEIGHTS

By: _____
David H. Roche, Mayor

Date: _____