

2022-12

Exhibit "A"

Roetzel Draft 5-16-22

**AGREEMENT ESTABLISHING THE COMMUNITY UNIVERSITY EDUCATION
PURCHASING REGIONAL COUNCIL OF GOVERNMENTS**

among

COPLEY TOWNSHIP

and

CITY OF GREEN

and

CITY OF AKRON

and

VILLAGE OF BOSTON HEIGHTS

and

CITY OF HUDSON

and

CITY OF KENT

and

CITY OF CUYAHOGA FALLS

Dated as of _____, 2022

ROETZEL & ANDRESS
A LEGAL PROFESSIONAL ASSOCIATION

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**AGREEMENT ESTABLISHING THE COMMUNITY UNIVERSITY EDUCATION
PURCHASING REGIONAL COUNCIL OF GOVERNMENTS**

This **AGREEMENT ESTABLISHING THE COMMUNITY UNIVERSITY EDUCATION PURCHASING REGIONAL COUNCIL OF GOVERNMENTS** (this "Agreement") is entered into among COPLEY TOWNSHIP, a township duly organized and validly existing under the laws of the State of Ohio ("Copley"), CITY OF GREEN, a municipal corporation duly organized and validly existing under the laws of the State of Ohio ("Green"), City of Akron, a municipal corporation duly organized and validly existing under the laws of the State of Ohio ("Akron"), VILLAGE OF BOSTON HEIGHTS, a municipal corporation duly organized and validly existing under the laws of the State of Ohio ("Boston Heights"), CITY OF HUDSON, a municipal corporation duly organized and validly existing under the laws of the State of Ohio ("Hudson"), CITY OF KENT, a municipal corporation duly organized and validly existing under the laws of the State of Ohio ("Kent") and CITY OF CUYAHOGA FALLS, a municipal corporation duly organized and validly existing under the laws of the State of Ohio ("Cuyahoga Falls") under the circumstances described below:

A. Pursuant to Section 167.01 of the Revised Code, the governing bodies of any two or more counties, municipal corporations, townships, special districts, or other political subdivisions may enter into an agreement with each other for the establishment of a regional council consisting of such governmental units.

B. Copley, Green and Akron (collectively, the "Cooperative Parties") desire to enter into this Agreement to establish a regional council of governments for the purposes of obtaining quality merchandise, materials and services at lower cost through pooled purchasing and competitive bidding.

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is acknowledged, the Cooperative Parties hereto agree and bind themselves as follows.

ARTICLE I. DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms elsewhere defined in this Agreement, each capitalized word or term used herein shall have the following meaning, unless the context or use indicates another or different meaning or intent, and those definitions shall be equally applicable to both the singular and plural forms of any of the words and terms so defined:

“Act” means Chapter 167 of the Revised Code, as enacted and amended.

“Agreement” means this Agreement Establishing the Community University Education Purchasing Regional Council of Governments, as amended or supplemented from time to time.

“Bylaws” means the Bylaws of the Council adopted by the Governing Board of the Council pursuant to Section 167.04 of the Act and Section 6.2 of this Agreement.

“Cooperative Parties” means collectively, Copley, Green, Akron, Boston Heights, Hudson, Kent and Cuyahoga Falls.

“Council” or means the Community University Education Purchasing Regional Council of Governments.

“CUE” means the Council.

“Governing Board” means the Governing Board of the Council established in Section 3.1 of this Agreement.

“Legislative Authority” means, as applicable, the council, board of trustees, board of directors or any other board or council acting as a legislative authority of a Member.

“Member” means municipal corporations, townships, counties, universities, colleges, special districts, or other political subdivisions admitted to membership to the Council in accordance with this Agreement and the Bylaws, initially the Cooperative Parties.

“Representative” means the representative of the Member appointed pursuant to Section 3.1 of this Agreement.

(End of Article I)

ARTICLE II. MEMBERSHIP AND REPRESENTATION

Section 2.1. Council. Pursuant to the Chapter 167 of the Act and this Agreement, the Cooperative Parties hereby establish a regional council of governments, which shall be known as the Community University Education Purchasing Regional Council of Governments (the “Council” or “CUE”). Members of the Council shall include the Cooperative Parties and any other political subdivision admitted as a Member pursuant to the terms of this Agreement or the Bylaws (an “Additional Member”).

Section 2.2. Rights of Members. Except for the rights specifically granted to Members as Reserved Powers, the sole right of the Members shall be to appoint and remove its Representatives to the Governing Board in accordance with the Bylaws. The Members hereby authorize the Governing Board to exercise all of the rights and privileges of the Members regarding management and operation of the Council.

Section 2.3. Reserved Powers. The following powers (the “Reserved Powers”) shall be effective only upon the approval of the Legislative Authority of all of the Members:

- (a) Adopting or amending this Agreement.
- (b) Approving any merger, consolidation or reorganization of the Council.
- (c) Terminating the Council

Section 2.4. Withdrawal of Members. Any Member may withdraw from the Council by formal action of the Legislative Authority of that Member and upon 30 days notice to the Council after such action. Such withdrawal shall be effective no more than 90 days after notice of such withdrawal is received by the Council, such effective date to be determined by resolution of the Council.

Section 2.5. Liability of Members. The Members shall not be liable for the debts, expenses, liabilities or other obligations of the Council, except to the extent of the Member’s financial contributions to the Council.

Section 2.6. Duration. The Council shall become effective on the date of this Agreement first written above, and its existence shall be perpetual, unless and until the Council is terminated pursuant to this Agreement.

(End of Article II)

ARTICLE III.
MANAGEMENT

Section 3.1. Governing Board. Except as otherwise provided in this Agreement, the powers of the Council shall be exercised by and under the direction of the Governing Board. The Governing Board shall consist of the Representatives of the Members.

Section 3.2. Additional Members. Representation of Additional Members admitted to the Council shall be determined in accordance with the Bylaws. If the Bylaws fail to establish a method for determining such Representative, the Representative of the Additional Member shall be the individual appointed by formal action of the Legislative Authority of the Additional Member.

(End of Article III)

ARTICLE IV. PURPOSE

: The Purpose of the Council is to obtain quality merchandise, materials and services for its Members at lower cost through pooled purchasing and competitive bidding. In furtherance thereof, the Council shall take the following actions to accomplish its general purposes:

(i) To select items of common use where lower prices may be obtained through pooled purchasing than can be obtained by members acting independently.

(ii) To prepare requests for competitive quotations containing terms, conditions, and specifications for submitting to prospective vendors.

(iii) To prepare conservatively and submit promptly, estimates of quantities of merchandise needs, to the product committees when requested, for use in soliciting quotations. Purchases during an agreement term by any Member shall be no less than those percentages noted in the given agreement for the given commodity purchase in accordance with the bidding documents.

(iv) To cooperate with vendors to hold their costs at a minimum.

(End of Article IV)

ARTICLE V.
POWERS OF THE COUNCIL

Section 5.1. Powers. The Council shall have all of the powers granted to regional council of governments under the Act as amended from time to time, including, but not limited to Section 167.03(A) and (B) of the Act.

Section 5.2. Additional Powers. In addition to the powers described in Section 5.1 of this Agreement, the Council may, by appropriate action of the Legislative Authority of the Members, perform such other functions and duties as are performed or capable of performance by the Members and necessary or desirable for dealing with mutual cooperative bidding or purchasing issues.

Upon approval of the Legislative Authority of each Member of this Agreement, the Council shall have the following additional powers:

- (a) Acquire by purchase, lease, gift, or otherwise, on such terms and in such manner as it considers proper, real and personal property, including any intellectual property rights, or any estate, interest, or right therein.
- (b) Fix, alter, impose, collect and receive service and user fees, rentals, and other charges from Members.
- (c) Employ such employees as may be appropriate in the exercise of the rights, powers and duties conferred upon it, prescribe the duties and compensation for such persons, require bonds to be given by any such persons and by officers of the authority for the faithful performance of their duties, and fix the amount and surety therefor; and pay the same.
- (d) Make and enter into all contracts and agreements and execute all instruments relating to the authorized purposes of the Council.
- (e) Apply for and accept grants, loans or commitments of guarantee or insurance, from the United States, the state, or other public body or other sources, and provide any consideration which may be required in order to obtain such grants, loans or contracts of guarantee or insurance.

Section 5.3. Limitation on Powers. In compliance with Section 167.03(D) of the Revised Code, the powers granted to the Council under this Agreement shall not displace any existing municipal, county, regional, or other planning commission or planning agency in the exercise of its statutory powers.

(End of Article V)

ARTICLE VI.
MEETINGS, VOTING AND PROCEDURES

Section 6.1. Regular Meetings. The Governing Board shall hold a minimum of four meetings annually, one of which shall be designated as the annual meeting (the “Annual Meeting”).

Section 6.2. Bylaws. The manner in which the Governing Board shall act and the procedures used by the Governing Board for the management and conduct of the Council shall be set forth in the Bylaws. The Governing Board shall adopt the Bylaws at the first meeting of the Council. Such Bylaws shall be consistent with this Agreement and shall provide for:

- (a) Notice of meetings to its Members and the general public as required by Section 121.22 of the Revised Code.
- (b) The number of members of the Governing Board necessary to constitute a quorum at any meeting of the Governing Board.
- (c) The nomination, qualification, powers, duties and terms of officers of the Council and the method of selection thereof. The Governing Board shall elect such officers at the Annual Meeting.
- (d) Appointment of a fiscal officer (the “Fiscal Officer”) of the Council, who may hold any other office or employment with the Council. The Fiscal Officer shall receive, deposit, invest and disburse the funds of the Council in the manner authorized by the Bylaws or other appropriate action of the Council. The Fiscal Officer shall also make an annual report of the activities of the Council to the Members in compliance with Section 167.06(C) of the Revised Code.
- (e) A provision requiring the Governing Board to adopt an annual budget.

Section 6.3. Voting. Any vote taken at a meeting of the Governing Board where a quorum is present shall require only a simple majority of the Governing Board present to affirm passage of an issue, resolution or action, except a motion to amend the Bylaws, which shall require a unanimous vote of the full membership of the Governing Board.

(End of Article VI)

ARTICLE VII.
FINANCIAL SUPPORT

Section 7.1. Funding. The Legislative Authority of the Members may appropriate funds to meet the expenses of the Council. Services of personnel, use of equipment, and office space and other necessary services may be accepted from Members as part of their financial support.

Section 7.2. Contributions of Additional Members. Any Member admitted to this Council as an Additional Member shall make a contribution of such funds, grants, gifts or services as approved by the Governing Board.

(End of Article VII)

ARTICLE VIII.
MISCELLANEOUS

Section 8.1. Extent of Agreements; No Personal Liability. All obligations and agreements of the Members of the Council contained in this Agreement are and shall be deemed obligations and agreements of the Members of the Council. No obligation or agreement of any present or future officer, agent or employee of the Members of the Council in other than that person's official capacity. No officer, agent or employee of the Members of the Council shall be subject to personal liability or accountability by reason of this Agreement.

Section 8.2. Binding Effect. This Agreement shall inure to the benefit of the Cooperative Parties and shall be binding upon the Cooperative Parties, subject, however, to the conditions contained herein.

Section 8.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic means shall be treated as original signatures.

Section 8.4. Governing Law. This Agreement shall be deemed a contract made under the laws of the State of Ohio and for all purposes shall be governed and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Cooperative Parties have caused this Agreement to be executed in their respective names and capacities by their duly authorized officers, all as of the date first written above.

COPLEY TOWNSHIP

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

CITY OF GREEN

Approved as to form and correctness:

Director of Law

By: _____
Name: _____
Title: _____

CITY OF AKRON

Approved as to form and correctness:

Director of Law

By: _____
Name: _____
Title: _____

VILLAGE OF BOSTON HEIGHTS

Approved as to form and correctness:

Solicitor

By: _____
Name: _____
Title: _____

CITY OF HUDSON

Approved as to form and correctness:

Director of Law

By: _____
Name: _____
Title: _____

CITY OF KENT

Approved as to form and correctness:

Director of Law

By: _____

Name: _____

Title: _____

CITY OF CUYAHOGA FALLS

Approved as to form and correctness:

Director of Law

By: _____

Name: _____

Title: _____

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