

RESOLUTION NO. 2024-65
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO A NEW COUNCIL OF
GOVERNMENTS AGREEMENT AND EXPEND AN AMOUNT NOT TO EXCEED
\$38,000.00 FOR THE COMMUNITY PARTNERSHIP ON AGING**

WHEREAS, pursuant to Chapter 167 of the Ohio Revised Code, the Cities of South Euclid, Lyndhurst, Highland Heights, Mayfield Heights, Richmond Heights and Mayfield Village formed the Community Partnership on Aging, organized as a regional council of governments under Ohio Revised Code Chapter 167; and

WHEREAS, the purpose thereof being to coordinate among member communities all matters relating to assistance for the senior residents of each member community; and

WHEREAS, in 2013, the Village of Mayfield entered into the Council of Governments (COG) Agreement for the Community Partnership on Aging (CPA); and

WHEREAS, the communities in the COG desire to update the COG Agreement to establish an advisory board known as the “Friends of the Community Partnership on Aging” as well as to include language regarding the CPA’s status as a 501(c)(3). A copy of the updated COG Agreement is attached hereto; and

WHEREAS, the Village of Mayfield wishes to continue as a member of the Community Partnership on Aging and to authorize an expenditure not to exceed \$38,000.00 for its share of the 2025 budget of the COG; 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 updated COG agreement and continue as a member of the Community Partnership on Aging.

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

SECTION 1. The Council of Mayfield Village hereby authorizes the Mayor and Council President to enter into an updated Council of Governments Agreement, in the form attached hereto and incorporated herein, and authorizes an expenditure not to exceed \$38,000.00 to the Community Partnership on Aging for services and transportation costs in 2025, pursuant to the formula provided in the Council of Governments Agreement.

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 meetings 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 necessary services and programs for the senior residents of Mayfield Village and so that those services and programs may continue to be provided without interruption. 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: _____, 2024

Second Reading: _____, 2024

Third Reading: _____, 2024

PASSED: _____, 2024

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ., Director of Law

ATTEST: _____
MARY E. BETSA, MMC
Clerk of Council

COUNCIL OF GOVERNMENTS AGREEMENT
Community Partnership on Aging

THIS AGREEMENT, made and entered into this 1st day of January, 2025, by and between the City of Highland Heights, the City of Lyndhurst, the Village of Mayfield, the City of Mayfield Heights, the City of Richmond Heights, and the City of South Euclid, each being municipal corporations organized and existing under and by the virtue of the laws of the State of Ohio (hereinafter referred to individually as a "member community" or collectively as "member communities"); acting pursuant to enabling Ordinances duly enacted.

WITNESSETH

WHEREAS, in 1978 the cities of South Euclid, Lyndhurst and Highland Heights entered in an Agreement creating the Tri-City Consortium on Aging; and

WHEREAS, said Agreement was amended by the parties in 1991;

WHEREAS, the City of Mayfield Heights was added as a member in 2012;

WHEREAS, the Village of Mayfield was added as a member in 2013;

WHEREAS, the City of Richmond Heights was added as a member in 2020;

WHEREAS, the purpose thereof being to continue to coordinate among the member communities all matters relating to assistance for the aged residents of each of the member communities hereto;

WHEREAS, Chapter 167 of the Ohio Revised Code authorizes the governing bodies of any two or more counties, municipal corporations, townships, special districts, school districts or other political subdivisions to enter into an agreement with each other, or with the governing bodies of any counties, municipal corporations, townships, special districts, school districts, or other political subdivisions of any other state to the extent that laws of such other state permit, for establishment of a regional council consisting of such political subdivisions;

WHEREAS, pursuant to Chapter 167 of the ORC, the voting member communities desire to enter into this Agreement to form the "Community Partnership on Aging", organized as a regional council of governments under Chapter 167 of the ORC. The programs and assistance established through this coordinated joint venture will be known hereafter as the "Community Partnership on Aging";

WHEREAS, the purpose of the Community Partnership on Aging shall be to provide assistance for and to the aged residents of each of the member communities; and

WHEREAS, this Community Partnership on Aging is and shall be an entity separate and distinct from each of the member communities, while remaining closely affiliated with the local governments of such member communities

NOW THEREFORE, the member communities hereto, each in consideration of the mutual promises and obligations assumed herein by others, mutually agree as follows:

1. There is hereby established a Council of Governments (COG) under Ohio Revised Code Chapter 167 that shall serve as the governing board of the Community Partnership on Aging.
2. The respective Mayors for the member communities are herewith appointed as the COG to review the programs and services of the CPA. The COG, as organized pursuant to the Ohio Revised Code Chapter 167, shall have the sole power to approve the annual budget of the CPA.
3. The COG, as organized pursuant to the Ohio Revised Code Chapter 167, shall meet at least once every three (3) calendar months. Any member may appoint in writing a designee to serve as proxy at any meeting in the event of their absence. Such proxy shall have full voting privileges and shall be counted in the determination of a quorum. A proxy representing an elected executive need not be an elected official.
4. There is hereby established an advisory board under the COG, as organized pursuant to the Ohio Revised Code Chapter 167, to be known as the "Friends of Community Partnership on Aging" that shall serve to guide and support the "Community Partnership on Aging."
5. Composition, duties, rules, and operating guidelines of and for the Friends of Community Partnership on Aging shall be determined in the sole discretion of the Executive Director.
6. The Community Partnership on Aging shall establish a disbursement office for the management of its fiscal affairs, which shall operate in consultation with the finance department of a member community, when needed. No non-contractual expenditures in excess of Ten Thousand Dollars (\$10,000) shall be made without prior approval of the COG. All contracts in excess of Ten Thousand Dollars (\$10,000.00) must receive prior approval by the COG.
7. Member community contributions for the operation of the CPA shall be determined by a dual formula: proportionate per capita basis based upon the latest US Census data of each of the respective member communities plus a proportionate per use basis as it relates to transportation costs. Cash match dollars and in-kind goods and services provided by the respective member communities in order to obtain any outside funding will be calculated on a per capita basis except for transportation costs which will be calculated on a proportionate per use basis, as well as to provide for the costs of other such programs and services as are authorized and approved by the COG, as organized pursuant to the Ohio Revised Code Chapter 167.
8. The Community Partnership on Aging shall be guided by an Executive Director, who shall be hired by a majority vote of the members of the COG. The Executive Director shall have full authority to manage fiscal responsibilities, determine staffing needs, enter into grants and contracts and report to the COG.

The Executive Director will take all reasonable actions necessary to coordinate, formulate and implement desired programs and services for older adults. A current job description will be on file in the Mayor's office of each member community.

9. This Agreement shall be in full force and effect for a period of two (2) years, from the day and year first above written, and shall automatically renew on an annual basis thereafter, provided, however, that any party hereto may terminate its obligations under this Agreement with six (6) months written notice to all other member communities to this Agreement. The COG shall review the terms of this Agreement on an annual basis.

10. The Community Partnership on Aging is and shall be the successor to the Tri-City Consortium on Aging and shall stand in the stead of such Consortium.

11. No part of the net earnings of the Community Partnership on Aging shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Community Partnership on Aging shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes described herein. No substantial part of the activities of the Community Partnership on Aging shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Community Partnership on Aging shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of this agreement, the Community Partnership on Aging shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Code, or the corresponding section of any future federal tax code.

12. Upon dissolution of the Community Partnership on Aging, and after paying or making provision for all liabilities of the same, any remaining assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code (the "Code"), or shall be distributed to the local governments served by the Community Partnership on Aging at the time of its dissolution. Any such assets not so disposed of shall be disposed of by a court of common pleas of the county in which the principal office of the Community Partnership on Aging is then located, to one or more local governments served by the Community Partnership on Aging at the time of its dissolution, for a public purpose, or to one or more organizations that are organized and operated exclusively for tax-exempt purposes within the meaning of Section 501(c)(3) of the Code.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES AND
AUTHORIZING ACTIONS TO FOLLOW***

IN WITNESS WHEREOF; the parties to this Agreement have hereunto set their hands the day and year first above written.

CITY OF HIGHLAND HEIGHTS, OHIO

By: _____

Mayor: _____

And: _____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #: _____

Adopted: _____

IN WITNESS WHEREOF; the parties to this Agreement have hereunto set their hands the day and year first above written.

CITY OF LYNDHURST, OHIO

By: _____

Mayor: _____

And: _____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #: _____

Adopted: _____

IN WITNESS WHEREOF; the parties to this Agreement have hereunto set their hands the day and year first above written.

VILLAGE OF MAYFIELD, OHIO

By: _____

Mayor: Brenda T. Bodnar

By: _____

President of Council: Stephen Schutt

And: _____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #: _____

Adopted: _____

Approved as to Legal Form:

Diane A. Calta, Director of Law

IN WITNESS WHEREOF; the parties to this Agreement have hereunto set their hands the day and year first above written.

CITY OF MAYFIELD HEIGHTS, OHIO

By: _____

Mayor: _____

And: _____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #: _____

Adopted: _____

IN WITNESS WHEREOF; the parties to this Agreement have hereunto set their hands the day and year first above written.

CITY OF RICHMOND HEIGHTS, OHIO

By: _____

Mayor: _____

And: _____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #: _____

Adopted: _____

IN WITNESS WHEREOF; the parties to this Agreement have hereunto set their hands the day and year first above written.

CITY OF SOUTH EUCLID, OHIO

By: _____

Mayor: _____

And: _____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #: _____

Adopted: _____