



MAYFIELD
VILLAGE

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MEMORANDUM

TO: Council President Schutt and Members of Council

FROM: Mayor Brenda T. Bodnar

DATE: September 1, 2026

RE: **Community Partnership on Aging – New Council of Governments Agreement**

At the May Caucus meeting, I advised Council that the Community Partnership on Aging (CPA) was amending its Council of Governments Agreement as the Village of Gates Mills had become a member and University Heights was becoming a Provisional Member. This is the first time the CPA has had a Provisional Member, so language regarding this status needed to be drafted and incorporated.

The amended agreement has been approved by the member communities and attached is a red-lined version showing the changes. A final agreement and adopting legislation will be prepared and presented to Council for approval at the Sept 21, 2026 meeting.

cc: Department Heads

COUNCIL OF GOVERNMENTS ~~AMENDED AND RESTATED~~ AGREEMENT
Community Partnership on Aging

THIS AGREEMENT, made and entered into ~~this~~ _____ effective as of the first (1st) day of _____, ~~202~~January, 2026, 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, the City of South Euclid, the Village of Gates Mills, and the City of ~~South Euclid~~University Heights, each being municipal corporations organized and existing under and by the virtue of the laws of the State of Ohio (hereinafter referred to 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 Village of Gates Mills was added as a member in 2026;

WHEREAS, the City of University Heights was added as a Provisional Member in 2026;

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~~;~~ and of other communities within Cuyahoga County;

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 of other communities within Cuyahoga County; 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. Member municipalities shall be classified either as Full Members or as Provisional Members. Full and Provisional Members shall have the same voting rights on the COG.

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. All members are Full Members unless specifically approved and designated by the COG as Provisional Members. Only municipalities that have not previously been members of Community Partnership on Aging may qualify for Provisional Member status. After holding Provisional Member status for an initial term of two (2) calendar years (complete or partial), each Provisional Member will automatically convert to Full Member status. Such conversion will become effective as of January 1 of the third (3rd) calendar year of membership, without further action of the COG. A Provisional Member may request either (a) a one (1) year, one (1) time extension of the Provisional Member's initial term, or (b) earlier conversion to Full Member status in its second (2nd) year of membership. In either case, Provisional Member's request shall be made at least three (3)

months prior to the calendar year preceding the year in which the requested change is to become effective, and shall require approval of a two-thirds (2/3) majority of all COG members.

5. 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."

56. 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.

67. 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 (\$10,000.00) 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. ~~City~~8. Contributions

A. Full Member contributions for the operation of ~~the CPA~~Community Partnership on Aging shall be determined by a dual formula: on a proportionate per capita basis based upon the latest US Census data of each of the respective member communities ~~plus, and on~~ 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.~~ Full Member communities will be calculated according to the same formulas.

8B. Provisional Member contributions shall be based on the cost of programs and services offered in each respective Provisional Member's municipality and to its residents, as determined by the CPA Executive Director.

C. The COG, by resolution, may set minimum cost-contribution amounts for Provisional Members, regardless of actual use.

9. The Community Partnership on Aging may, to the extent permitted under Ohio Revised Code Chapter 167 and subject to the approval of the COG, offer and provide assistance, programs, and services for qualifying older adults who are not residents of member communities as funding permits, whether on a contracted basis with non-member communities within Cuyahoga County or otherwise.

10. 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~~11. This Agreement shall be in full force and effect for a period of two (2) years, 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. No amendment to this Agreement shall be required to effect the withdrawal of a member and termination of that member's obligations as provided in this section. The COG shall review the terms of this Agreement on an annual basis.

~~10~~12. 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~~13. Community Partnership on Aging is and shall be organized and operated exclusively for charitable 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"). Subject to that foregoing limitation, these purposes shall include the coordination and provision of assistance to the elderly and aged.

14. 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.

1215. 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 Full Member 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: _____

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 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:_____

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

VILLAGE OF GATES MILLS, 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 UNIVERSITY HEIGHTS, OHIO

By: _____

Mayor: _____

And: _____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #: _____

Adopted: _____