

RESOLUTION NO. 2026-51
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO AN AMENDED AND RESTATED AGREEMENT
WITH THE COUNCIL OF GOVERNMENTS FOR MEMBERSHIP
IN THE COMMUNITY PARTNERSHIP ON AGING**

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

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

WHEREAS, the Village of Gates Mills expressed interest in joining as a member and the City of University Heights expressed interest in joining as a provisional member; and

WHEREAS, full members, and provisional members have the same voting rights on the Council of Government; and

WHEREAS, the Community Partnership on Aging amended and restated its Council of Governments Agreement; and

WHEREAS, the amended and restated agreement has been approved by the member communities; 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 Council of Governments 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 President of Council President to enter into the amended and restated Council of Governments Agreement, in the form attached hereto.

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. 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: _____, 2026

Second Reading: _____, 2026

Third Reading: _____, 2026

PASSED: _____, 2026

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, Director of Law

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

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

THIS AGREEMENT, made and entered into effective as of the first (1st) day of 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 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, the Tri-City Consortium on Aging was originally formed by agreement as a regional council of governments in 1978;

WHEREAS, said agreement was later amended to change the name of the regional council of governments to the Community Partnership on Aging, and then to include additional municipal corporations as members in the intervening years;

WHEREAS, the purpose of the Community Partnership on Aging is 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, each of the 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 and parties 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 communities shall be classified either as Full Members or as Provisional Members. Full and Provisional Members shall have the same voting rights on the COG. Schedule 1, attached hereto and made a part of this Agreement, includes a list of each of the member communities, along with their membership classification and effective year of joining. Such Schedule shall be updated upon the admission of a new member, change in status of an existing member, or withdrawal or removal of a member, so as to reflect the current membership composition of the Community Partnership on Aging at such time.
2. The respective Mayors for the member communities are hereby 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 Mayor 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. Admission of Additional Members.
 - A. Eligibility. Any municipal corporation located in Cuyahoga County that desires to participate in the CPA and has the ability to contribute to the CPA is eligible to be considered for admission as a member community.
 - B. Application. Any eligible non-member municipality may request terms of membership from the CPA, following which the CPA may negotiate the terms and class of membership with such requesting municipality. Application for membership on proposed terms may be made to the CPA with documentation of

such municipality's legislative approval of the proposed participation and contributions.

C. Approval. The affirmative vote of a two-thirds (2/3) majority of all COG members shall be required to approve an eligible municipality for membership. Any such approval of membership by the COG shall specify the effective date for admission to membership and the class of membership to be granted.

D. Acceptance. Following approval by the COG, an applicant municipality shall be made a member of CPA and its Mayor seated on the COG upon its duly-authorized execution and delivery of this Agreement to the CPA. Upon receipt of the same, the CPA shall update Schedule 1 to add the new member community.

5. Member Status. 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 a 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 an extension of Provisional Member status for one (1) year at a time. A Provisional Member may alternatively request conversion to Full Member status for its second (2nd) year of membership. In each case, the Provisional Member's request shall be made at least three (3) months prior to the end of 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.

6. 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."

7. 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.

8. 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.

9. Contributions.

A. Full Member contributions for the operation of 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, 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 Full Member communities will be calculated on the same proportionate per capita basis.

B. 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.

10. 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.

11. 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.

12. 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. The COG shall review the terms of this Agreement on an annual basis. No amendment to or reauthorization of this Agreement by its member communities shall be required upon the admission, withdrawal, or removal of a member community.

13. Withdrawal and Removal.

- A. A member community may withdraw its status as a member community by giving written notice of such withdrawal to each of the other member communities then listed on Schedule 1 and to the Executive Director, at least three (3) months prior to the end of the final calendar year of membership. A withdrawing member shall remain responsible for all of its contribution obligations to the CPA through the end of the final calendar year of its membership.
- B. Any member community that fails to either (i) make payments of its contributions to the CPA when due or (ii) attend at least one half (1/2) of the meetings of the COG held in any calendar year, may be removed by a vote of a two-thirds (2/3) majority of the rest of the COG members. Removal of a member community under this section shall not serve to relieve such member community from its obligation to satisfy all of its contribution obligations to the CPA through the end of the final calendar year of its membership.
- C. A vote of a two-thirds (2/3) majority of the remaining COG members shall be required to waive some or all of the outstanding contribution obligations of a former member community that has withdrawn or been removed.
- D. Upon termination of member status, the CPA shall update Schedule 1 accordingly.
14. 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.
15. 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.
16. 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.

17. 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, 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.

18. This Agreement constitutes the sole and entire agreement of the parties hereto and replaces and supersedes all prior and contemporaneous agreements between the parties relating to the subject matter of this Agreement.

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

SCHEDULE 1

MEMBER COMMUNITIES

<u>Member Community</u>	<u>Member Type</u>	<u>Year Admitted</u>
City of Highland Heights	Full	1978
City of Lyndhurst	Full	1978
Village of Mayfield	Full	2013
City of Mayfield Heights	Full	2012
City of Richmond Heights	Full	2020
City of South Euclid	Full	1978
Village of Gates Mills	Full	2026
City of University Heights	Provisional	2026

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: _____
Brenda T. Bodnar, Mayor

By: _____
Stephen Schutt, Council President

By: _____
Angie Rich, Finance Director

Date of Execution: _____

Pursuant to Res./Ord. #: _____

Adopted: _____

Approved as to Form:

Diane A. Calta, Law Director

COUNCIL OF GOVERNMENTS AMENDED AND RESTATED AGREEMENT

Community Partnership on Aging

New Member Community Agreement and Acceptance

The following named municipality, having been duly authorized by its own legislative body, and having been approved for membership status by the governing body of the Community Partnership on Aging, hereby accepts such membership and agrees to abide by the terms and conditions of the foregoing COUNCIL OF GOVERNMENTS AMENDED AND RESTATED AGREEMENT of the Community Partnership on Aging with an effective date of January 1, 2026, as of and from the date of its admission as a member community.

☐ **Full Member**

☐ **Provisional Member**

Municipality: Mayfield Village

By: _____
Brenda T. Bodnar, Mayor

By: _____
Stephen Schutt, Council President

By: _____
Angie Rich, Finance Director

Date of Execution: _____

Pursuant to Res./Ord. #: _____

Adopted: _____