

**JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTIES OF NAPA AND SOLANO
(AREA AGENCY ON AGING)**

THIS JOINT EXERCISE OF POWERS AGREEMENT is entered into as of _____, 2018, between the COUNTIES OF NAPA AND SOLANO (“Napa” and “Solano”, respectively), each of which is a political subdivision of the State of California.

RECITALS

WHEREAS, the parties have the power in common to study, to plan, to set priorities for meeting and to meet the needs of the aging; and

WHEREAS, Planning and Service Area 28 (“PSA 28”), including each of the parties, has been designated by the California Department on Aging (“CDA”) as a planning and service area, pursuant to 22 C.C.R. § 7200 *et seq.*; and

WHEREAS, pursuant to the joint exercise powers provisions of Government Code section 6500 *et seq.*, the parties are authorized to enter into this Agreement.

AGREEMENT

1. Purpose of Agreement

The purpose of this Agreement is to:

- A. Establish the Area Agency on Aging Serving Napa and Solano, the agency designated by CDA within PSA 28 pursuant to 22 C.C.R. § 7206 (“AAOA”), and the joint operation of it.
- B. Set for the terms and conditions for management and operation of the AAOA.
- C. Establish the method and procedure of financing the AAOA.
- D. Establish the location of the AAOA.

2. Designation and Function of the AAOA

- A. During the term of this Agreement and pursuant to its terms, the parties shall jointly operate the AAOA.
- B. The AAOA shall be located at _____ or at such other location as mutually agreed to by the parties in writing.

C. The AAOA shall exercise all powers authorized by 22 C.C.R. § 7200 *et seq.* and other applicable law or regulation, including:

- i. To prepare an area plan for meeting the needs of the aged and cause such plan to be implemented.
- ii. To obtain financial assistance from the State of California and the United States under Title III of the Older Americans Act (42 U.S.C. § 3021 *et seq.*).
- iii. To expend funds received to continue effective study and planning, to coordinate existing programs designed to meet the needs of the aged, and, where such programs do not exist, to develop and implement such programs.
- iv. To provide services to persons 55 years of age or older, and, notwithstanding such age restriction, to provide to any person any services authorized or sponsored by CDA.

2. Designation and Responsibilities of Administering Agency

A. [REDACTED] shall serve as the administering agency for the AAOA (“Administering Agency”).

B. As part of its duties, the Administering Agency shall:

- i. Manage the operations of the AAOA, including accounting, purchasing, general services, communications and information services support, and risk management, human resources, payroll, treasury and legal services.
- ii. Appoint a director and retain the authority to administer the AAOA as either a stand-alone department or as part of another county department.
- iii. The personnel of the AAOA shall be employees or independent contractors of the Administering Agency.
- iv. Enter into and administer contracts with CDA, service providers, or any other party, in coordination with the other party as provided in this Agreement and utilizing its standard bidding and contracting procedures.
- v. Account for all donations to ensure donations are used in a manner consistent with Exhibit A and with the donors’ intentions.

- vi. Consult with and administratively support the local advisory council established in accordance with 42 U.S.C. 3026 and Welfare and Institutions Code §§ 9402-9403, as needed.
- vii. Provide any necessary reports to CDA.
- viii. Provide monthly reports to the respective county staff, the local advisory council, and the Oversight Board established under this Agreement.
- ix. Conduct an annual audit, or more frequently as necessary.
- x. Review proposed appointments to the AAOA Advisory Council (“Advisory Council”), prior to Board action, to ensure representation requirements are being met.

3. Fiscal Matters

- A. The budget for the AAOA shall be approved by each party for each fiscal year pursuant to its budgetary approval process.
- B. The Administering Agency shall prepare any requested budget, mid-year budget, or any similar item, in accordance with each party’s internal budgetary review and approval process.
- C. Any revenue from the contracts with CDA or donations received shall be distributed to each party in accordance with the formula provided in **Exhibit A** attached to and incorporated into this Agreement.
- D. Any local matching funds required from the counties themselves shall be paid by each county in accordance with the formula provided in Exhibit A.
- E. Prior to the distribution of funds, the Administering Agency is entitled to charge the AAOA for costs of administrative services provided under this Agreement. Such administrative services shall be solely those directly related to the Administering Agency’s service as the administering agency under this Agreement. Such costs shall be included in the budget subject to adoption by both parties as provided in this Agreement.
- F. Auditors for both parties shall annually review the financials for the AAOA, ensuring a strict accountability of all funds and report of all receipts and disbursements.

4. Joint Responsibilities of the Parties

Napa and Solano shall:

- A. Jointly approve all request for proposals (RFPs), review bids and select awardees for service provider subcontractors of the AAOA.
- B. Perform any outreach activities and solicit donations within their respective counties.
- C. Approve the membership of the Advisory Council, as provided below.
- D. Pass all necessary ordinances, resolutions and orders and make such appropriations and budget allowances as necessary to fulfill the terms of this Agreement.
- E. Comply with all federal, state and local laws and regulations applicable to the AAOA.
- F. Maintain the confidentiality of any records, as required by law. Such records shall be maintained by the Administering Agency in accordance with its records retention policy and shall be accessible by both parties, as needed.

5. Oversight Board

- A. There shall be an AAOA Oversight Board consisting of seven (7) members as follows:
 - i. One (1) member from each of the respective County Board of Supervisors, or their designees.
 - ii. One (1) member from a City Council in each of the respective Counties, appointed by each county's city selection committee established pursuant to Government Code § 50270.
 - iii. One (1) member of the senior (60+) community in each of the Counties, appointed by each of the respective County Board of Supervisors.
 - iv. One (1) member representing senior services providers, chosen by both County Boards of Supervisors.
- B. The Oversight Board shall meet at least quarterly or as often as necessary to review the activities of the AAOA and provide advice to the AAOA executive director, county staff, Advisory Council, and the County Boards of Supervisors.
- C. The Oversight Board shall receive monthly reports from the AAOA staff and the local advisory council.

7. Advisory Council

- A. There shall be an Advisory Council of 16 with half appointed by each County Board of Supervisors.

B. The composition of the Advisory Council shall be consistent with state and federal law and regulation, including 42 U.S.C. § (A)(6)(D) and 22 C.C.R. § 7302(a)(12), and shall:

- i. Represent the senior population with respect to ethnic distribution.
- ii. Include each of the following members:
 - a. Low income representative.
 - b. Disabled representative.
 - c. Supportive services provider representative.
 - d. Health care provider representative.
 - e. Local elected official.
 - f. Persons with leadership experience in the private and voluntary sectors.

6. Term of the Agreement

This Agreement shall continue in force and effect subject to the right of the parties to terminate it as provided below.

7. Termination and Distribution of any Assets

- A. Either party may terminate this Agreement at any time by written notice served upon the other at least one (1) year prior to the proposed termination date.
- B. The parties may mutually agree to terminate the Agreement at any time.
- C. Upon termination both parties shall work closely with CDA regarding any required transition activities.
- D. The parties, after first satisfying all liabilities of the AAOA, shall divide any surplus assets on hand in accordance with the percentages determined for the latest fiscal year in Exhibit A. And surplus donations from a county shall be credited to that county.

8. Indemnification

Each party agrees to indemnify and hold harmless the other party and its employees or agents from and against any damages including costs and attorney's fees arising out of

alleged negligent or intentional acts or omissions of each party, even if the allegations are proven false.

9. Authority to Contract

The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Agreement.

10. Entire Contract

This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the parties other than those contained in it.

11. Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such

signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

12. Amendment/Modification

Except as otherwise provided, this Agreement may be modified or amended only in writing with the prior written consent of the governing boards of the parties.

13. Waiver

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

14. Notice

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed to the following addresses. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

NAPA COUNTY
[Address]

SOLANO COUNTY
[Address]

15. Insurance

The Administering Agency shall be responsible for obtaining and maintaining at all times during the term of this Agreement and thereafter as to matters occurring during the term of this Agreement, appropriate liability and workers' compensation insurance, which names the other county as additionally insured, subject to the approval of that other county. The Administering Agency may provide equivalent self-insurance, subject to the approval of the other county.

THIS AGREEMENT was executed by the parties below as of the date first written above.

COUNTY OF NAPA, a political subdivision
of the State of California

By: _____
Chair, Napa County Board of Supervisors

APPROVED AS TO FORM:

_____, Napa County Counsel

COUNTY OF SOLANO, a political
subdivision of the State of California

By: _____
Chair, Solano County Board of Supervisors

APPROVED AS TO FORM:

Dennis Bunting, Solano County Counsel

By: _____
Deputy County Counsel

By: _____
Deputy County Counsel

EXHIBIT A

Funding Distribution Formula

Funds from CDA and donations received from outside Napa or Solano shall be divided between the counties based on each county's percentage of the total population served by the AAOA. For the first fiscal year (July 1 – June 30) of the Agreement, the parties agree that the percentages shall be for Napa and for Solano.

As part of the annual budget approval process in Section 3, the parties shall consult and change, if necessary, the percentages for each subsequent fiscal year.

Donations received from within each county shall be credited to that county.