

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

THIS JOINT EXERCISE OF POWERS AGREEMENT is entered into as of September 11, 2018, between the Napa County ("Napa") AND Solano County ("Solano") individually referred to as "party," jointly referred to as "parties", each of which is a political subdivision of the State of California.

RECITALS

WHEREAS, Planning and Service Area 28 ("PSA 28"), which includes both Napa and Solano, 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, the parties have the responsibility for studying, planning and setting priorities for meeting and to meet the needs of the aging; 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 ("AAA"), and the joint operation of it.
- B. Establish terms and conditions for management and operation of the AAA.
- C. Establish the method and procedure of financing the AAA.
- D. Establish the location of the AAA.

2. Designation and Function of the AAA

- A. During the term of this Agreement and pursuant to its terms, the parties shall jointly operate the AAA.

- B. The AAA shall be located at 275 Beck, Fairfield, CA 94533 or at such other location as mutually agreed to by the parties in writing.
- C. The AAA shall exercise all powers authorized by 22 C.C.R. § 7200 *et seq.* and other applicable law or regulation, including:
 - i. Creating and implementing an area plan for meeting the needs of the aged.
 - ii. Obtaining 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. Using received funds for planning and coordinating existing programs designed to meet the needs of the aged, and, where such programs do not exist, to develop and implement such programs.
 - iv. Providing services to persons 60 years of age or older, and, notwithstanding such age restriction, to provide to any person any services authorized or sponsored by CDA.

3. Designation and Responsibilities of Administering Agency

- A. Solano County shall serve as the administering agency for the AAA (“Administering Agency”).
- B. As part of its duties, the Administering Agency shall:
 - i. Manage the operations of the AAA, which shall include but not be limited to, accounting, purchasing, communications and information services support, risk management, human resources, payroll, treasury and legal services.
 - ii. Appoint a director and retain the authority to administer the AAA as either a stand-alone department or integrate it into another county department.
 - iii. Retain AAA personnel who shall be either employees or independent contractors of the Administering Agency.
 - iv. Enter into and administer contracts with CDA, service providers, or any other party and grants that further the purpose of the AAA, as approved by the Oversight Board. The Administering Agency shall utilize its standard bidding and contracting procedures.
 - v. Prepare, in consultation with the Advisory Council, established in accordance with 42 U.S.C. 3026, Welfare and Institutions Code § 9402, and Section 7 of this Agreement, and with the assistance of staff from both parties, an annual report to be submitted to both Boards of Supervisors.

C. Account for all donations and report back to ensure donations are used in a manner consistent with Exhibit A attached to and incorporated into this Agreement and with the donors' intentions.

- i. Consult with and administratively support the Advisory Council, as needed.
- ii. Provide any necessary reports to CDA or other required agencies.
- iii. Provide monthly reports to the respective county staff, the Advisory Council, and the Oversight Board established under this Agreement.
- iv. Conduct an annual program audit, or more frequently as necessary.
- v. Review proposed appointments to Advisory Council, prior to Board action, to ensure each county's appointments meet the representation requirements.

4. Fiscal Matters

- A. The budget for the AAA 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, any other agency, grants or donations received shall be distributed to each party in accordance with the applicable provisions of Exhibit A(1) and A(3)
- D. Any local matching funds required from the parties shall be paid by each party in accordance with the formula provided in Exhibit A(1)
- E. Prior to the distribution of funds, the Administering Agency is entitled to charge the AAA for costs of administrative services provided under this Agreement. Such administrative services shall be solely those costs directly related to the Administering Agency's service as the administering agency under this Agreement. Such costs shall be included in the budget and subject to adoption by both parties as provided in this Agreement.
- F. Auditors for both parties shall annually review all financial documents for the AAA, ensuring a strict accountability of all funds and report of all receipts and disbursements.
- G. Administering Agency shall conduct outside audits as required.

5. Joint Responsibilities of the Parties

Napa and Solano shall:

- A. Review individually all request for proposals (RFP's), grant proposals, bids and awardees for service provider subcontractors of the AAA and make recommendations to the Oversight Board for approval.
- B. Perform any outreach activities and solicit donations within their respective counties.
- C. Be individually responsible for approving one half of the membership of the Advisory Council, and responsible for advertising and filling any future vacant positions.
- 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 AAA.
- 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.

6. Oversight Board

- A. There shall be an AAA Oversight Board consisting of seven (7) members as follows:
 - i. One (1) member from each County Board of Supervisors, or its designees, and an alternate to attend and vote at meetings of the member in his or her absence.
 - ii. One (1) member from a City Council in each County, appointed by the respective city selection committee established pursuant to Section 50270 of the Government Code, and an alternate to attend and vote at meetings of the member in his or her absence.
 - iii. One (1) member of the senior (60+) community in each County, appointed by the respective Board of Supervisors, and an alternate to attend and vote at meetings of the member in his or her absence.
 - iv. One (1) member at large from each County, appointed by the respective Board of Supervisors, and an alternate to attend and vote at meetings of the member in his or her absence, with one member a voting member and the other member a non-voting member, who shall rotate annually. The first voting member to be determined by the Oversight Board by lot, effective January 1.
- B. The initial term of the members in Section 6(A)(iii) and (iv) shall be six years from the effective date of appointment. The term of the remaining members in Section 6(A)

shall be four years from the effective date of appointment. Upon the expiration of each member's term, the term of each succeeding member shall be four years. Any member of the Oversight Board may be removed at any time by their appointing authority, if required by any bylaw, or if the member ceases to be a Supervisor or City Council member. Any such vacancy shall be filled by the appointing authority within 60 days, with the new member's term coinciding with the vacating member's term.

- C. The Oversight Board shall meet at least quarterly or as often as necessary to review the activities of the AAA and provide advice to the AAA executive director, county staff, Advisory Council, and the County Boards of Supervisors.
- D. The Oversight Board shall adopt all necessary rules governing the transaction of business at its meetings and the general conduct of the affairs of the AAA. Such rules must contain a provision requiring the removal of a member for missing too many meetings.
- E. A majority of the members, with a minimum of 2 members from each party serving on the Oversight Board, shall constitute a quorum.
- F. The Oversight Board shall receive monthly reports from the AAA staff and the Advisory Council.

7. Advisory Council

- A. There shall be an Advisory Council of 16, with one-half appointed by each Board of Supervisors.
- B. The Advisory Council shall represent the senior population in respect to ethnic and racial distribution.
- C. The Advisory Council shall include the following:
 - 1. More than 50 percent older persons, including minority individuals, who are participants or who are eligible to participate in programs under 45 CFR 1321.57;
 - 2. Representatives of older individuals;
 - 3. Representatives of health care provider organizations, including providers of veterans' health care;
 - 4. Representatives of supportive services providers organizations;
 - 5. Persons with leadership experience in the private and voluntary sectors;
 - 6. Local elected officials;
 - 7. Family caregiver representative; and
 - 8. The general public.
- D. A simple majority, with a minimum of 4 members serving from each party on the Advisory Council, shall constitute a quorum.

E. The Advisory Council is authorized and required to adopt and follow bylaws concerning, but not limited to: terms of membership, election of officers, frequency and notice of meetings and the development of regular scheduled meetings, required attendance, conduct of Council and Council meetings, and removal or resignation of members. The bylaws must contain a provision requiring the removal of a member for missing too many meetings. The bylaws and bylaw amendments shall be approved by the Oversight Board.

8. 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.

9. 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 AAA, shall divide any surplus assets on hand in accordance with the percentages determined for the latest fiscal year in Exhibit A(1). Any surplus donations from a county shall be credited to that county.

10. 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.

11. 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.

12. 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.

13. 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.

14. Amendment/Modification

This Agreement may be modified or amended only in writing with the prior written consent of the governing boards of the parties.

15. 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.

16. 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
Attention Mary Booher
1195 Third street
Napa CA 94559

SOLANO COUNTY
Birgitta Corsello
675 Texas
Fairfield, CA 94533

17. 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

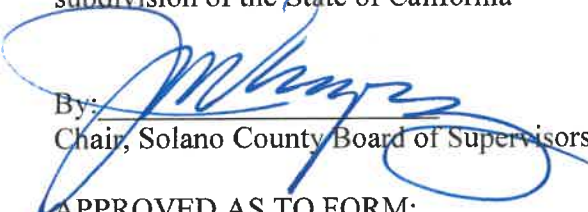
By: _____
Chair, Napa County Board of Supervisors

APPROVED AS TO FORM:

Jeffery Brax, Napa County Counsel

By: *Susan B. Altman*, Deputy
Deputy 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