

**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 _____, 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 (“AAOA”), and the joint operation of it.
- B. Establish 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 have contracts with the CDA, including:

i. Area Plan (AP) Contract.

Supplemental Nutrition Assistance Program Education (SNAP-Ed) Contract.

D. The AAOA 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. To use 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 55 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. Napa County 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, 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 AAOA as either a stand-alone department or integrate it into another county department.

iii. Retain AAOA 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 furthers the purpose of the AAOA, as approved by the Oversight Board. The Administering Agency shall utilize its standard bidding and contracting procedures.

A. 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.

- v. 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.
- vi. Provide any necessary reports to CDA or other required agencies.
- vii. Provide monthly reports to the respective county staff, the local advisory council, and the Oversight Board established under this Agreement.
- viii. Conduct an annual audit, or more frequently as necessary.
- ix. Review proposed appointments to Advisory Council, prior to Board action, to ensure representation requirements are being met.

4. Fiscal Matters

- B. The budget for the AAOA shall be approved by each party for each fiscal year pursuant to its budgetary approval process.
- C. 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.
- D. 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)
- E. Any local matching funds required from the parties shall be paid by each party in accordance with the formula provided in Exhibit A(1)
- F. 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 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.
- G. Auditors for both parties shall annually review all financial documents for the AAOA, ensuring a strict accountability of all funds and report of all receipts and disbursements.

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 AAOA 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 local 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 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.

6. Oversight Board

- A. There shall be an AAOA Oversight Board consisting of seven (7) members as follows:
 - i. One (1) member from each County Board of Supervisors, or its designees.
 - ii. One (1) member from a City Council in each County, appointed by the respective Board of Supervisors..
 - iii. One (1) member of the senior (60+) community in each County, appointed by the respective Board of Supervisors.
 - iv. One member representing senior service providers chosen jointly by the 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, local 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 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 should include the following:
 - 1. Low income representatives

2. Disabled representatives
3. Supportive services provider representatives
4. Health care provider representatives
5. Local elected officials
6. Persons with leadership experience in the private and voluntary sectors
7. Other stake holders

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 AAOA, shall divide any surplus assets on hand in accordance with the percentages determined for the latest fiscal year in Exhibit A(1). And 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

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.

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
[Address]

SOLANO COUNTY
[Address]

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

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

By: _____
Chair, Napa County Board of Supervisors

By: _____
Chair, Solano County Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

_____, Napa County Counsel

Dennis Bunting, Solano County Counsel

By: _____

Deputy County Counsel

By: _____

Deputy County Counsel

EXHIBIT A

Funding Distribution Formula

1. Funds from CDA, grants 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 26.51% for Napa and 73.49% for Solano.
2. As part of the annual budget approval process in Section 4 of the Joint Exercise Powers Agreement between Napa County and Solano County the parties shall consult and change, if necessary, the percentages for each subsequent fiscal year.
3. Donations received from within each county shall be credited to that county.