

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN
THE COUNTIES OF NEVADA, PLACER, SACRAMENTO,
SIERRA, SUTTER, YOLO AND YUBA FOR THE
PURPOSE OF SPONSORING THE AREA 4 AGENCY ON
AGING TO IMPLEMENT THE OLDER AMERICANS ACT
AS AMENDED

THIS AGREEMENT, dated for convenience as of March 1, 1983, and Amended on October 1, 1984, by and between the Counties of Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, political subdivisions of the State of California.

W I T N E S S E T H:

WHEREAS, each County is empowered by law to provide aging related services to its residents and to participate in federal and state programs relating to aging; and

WHEREAS, each County is of the opinion that there should be regional planning for the foregoing purposes; and

WHEREAS, the Older Americans Act of 1965, as amended (hereinafter called "OAA"), provides that each state shall establish aging service areas and each such area shall have an area agency on aging for that area; and

WHEREAS, the geographical area encompassing the Counties of Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba has been designated as an area agency on aging for the purposes of the OAA; and

WHEREAS, the parties to this agreement deem it necessary and proper to create a separate public entity by joint exercise of powers agreement to sponsor an organizational and administrative structure for the operation of an area-wide agency on aging encompassing the geographical territory of the

parties to this agreement and to secure approval of the California Department of Aging for designation as the area agency on aging, pursuant to the OAA, and to apply to the federal and state government for grants, funds and assistance:

NOW, THEREFORE, the Counties of Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, for and in consideration of the mutual promises and agreements herein contained do agree as follows:

ARTICLE I PURPOSE

This Agreement is made pursuant to the provisions of Article 1 (commencing with Section 6500), Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. The purpose of this agreement is to exercise such powers for the purpose of:

- (1) developing and implementing the Planning and Service Area 4 plan to meet the needs of the aging;
- (2) undertaking to obtain financial assistance from the State of California and the United States under OAA in order to have funds to continue effective study and planning, to coordinate programs designed to meet the needs of the aging, and, where such programs do not exist, to develop and implement such programs; and
- (3) undertaking to obtain financial assistance, accepting contributions, and participating in fund raising activities with either the private or public sector.

- (4) administering such other aging programs as may be designated by local, state or federal government or the private sector.
- (5) Notwithstanding any other provisions of these Articles, the organization shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)3 of the Internal Revenue Code of 1954.

Such purpose will be accomplished and said common power exercised in the manner hereinafter set forth.

ARTICLE II TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by all of the parties to this Agreement. Any county that is party to this Agreement may terminate its participation in the Agreement at the end of any Area 4 Agency on Aging fiscal year by giving written notice of its intention to terminate at least 6 months prior to the end of the fiscal year in which such notice is given to all other members of this Agreement and the California Department of Aging.

ARTICLE III AUTHORITY

A. Creation of Authority

Pursuant to Section 6506 of the Government Code, there is hereby created a public entity to be known as "Area 4 Agency on Aging" (hereinafter called the "A4AA"), and said Agency shall be a public entity separate and apart from the Counties of Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba. The A4AA is a separate entity and is established to administer this

Agreement. This Agency shall possess the powers to contract, acquire, hold and sell property (real and personal), employ staff, incur debts, and perform any other act necessary for the purposes hereof. As a separate entity with these powers, the A4AA shall have the power to sue and be sued in its own name. The debts, liabilities and obligations of the A4AA shall not be debts, liabilities and obligations of the parties to the agreement or any of them.

B. Governing Board. The Governing Board of A4AA shall consist of 17 members: 2 appointed by each of the Board of Supervisors of the Counties of Nevada, Placer, Sierra, Sutter, Yolo and Yuba, and 5 appointed by the County of Sacramento. In each of the Counties of Nevada, Placer, Sierra, Sutter, Yolo and Yuba one of the appointees shall be a member of the Board of Supervisors (for whom the Board may also designate an Alternate) and the others shall be appointed from a list of candidates screened and recommended by the County Commission on Aging. In the County of Sacramento, the County Commission on Aging shall recommend to the Board of Supervisors such number of candidates as the Board shall specify, from which number each supervisor may appoint one member or may instead appoint himself or herself (the administrative assistant of a supervisor may be designated as an alternate to the supervisor if the supervisor is appointed). At least one of the Sacramento County appointments shall be a supervisor. Alternates shall have the full powers of a member of the Governing Board, but only in the absence of the member for whom designated. The appointments shall include representation of low income, minority, and handicapped seniors.

Appointments must be in conformance with Federal and State regulations.

The term of office of the members initially appointed shall commence upon the effective date hereof and expire as follows (for this purpose, not more than one Sacramento County appointment shall be considered as a supervisor):

1) All supervisors terms shall expire on December 31 annually, and all subsequent terms shall be for one year.

2) Five non supervisors terms shall expire on December 31, 1983 and five shall expire on December 31, 1984. Subsequent non supervisor members shall serve a term of office of two years.

All members shall serve their respective terms of office and until their respective successors are appointed and qualified. Although all terms are for a designated period, each member shall serve at the pleasure of and be subject to removal by the respective appointing authority.

C. Responsibilities of Governing Board:

The Governing Board shall:

- 1) Establish all policy;
- 2) Establish procedural rules for expenditure and obligation and conditions on the use of funds;
- 3) Enter into and administer contracts and sub grants for the purpose of carrying out the intent and functions of the OAA and any other pertinent grant programs;
- 4) Adopt the Area Plan and annual budget; and
- 5) Perform all its responsibilities in accordance with the OAA, the Older Californians Act (OCA) and all other pertinent laws, regulations and rules.

D. Officers.

The Governing Board shall elect annually at the first meeting of the calendar year, from its membership the Chairman, the First and Second Vice-Chairman, Secretary-Clerk and Treasurer-Auditor of the Governing Board of the A4AA. The Treasurer-Auditor shall be a combined position, shall be appointed pursuant to Section 6505.6 of the Government Code and may be an employee in lieu of a board member. He or she shall chair the fiscal committee and review monthly financial reports with the Governing Board. The Executive Director shall provide all necessary staff services to the officers. The attorney for the A4AA shall be selected by the Governing Board upon the recommendation of the Executive Director. With the consent of the appropriate county, the attorney may be the County Counsel of a party to this agreement, in which case payment for services will be as agreed upon between the A4AA and such County. The attorney or his designated deputy shall, upon request of the Governing Board, attend meetings of the Governing Board, but Counsel's absence shall not affect the validity of any meeting.

E. Meetings of the Governing Board.

(1) Regular Meetings. The Governing Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in each calendar quarter of a year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Governing Board and a copy of such resolution shall be filed with each party hereto.

(2) Ralph M. Brown Act. All meetings of the Governing Board, including, without limitation, regular, adjourned regular and special meetings shall be called, noticed, held and

conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

(3) Minutes. The Clerk shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Governing Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Governing Board and to each county.

(4) Quorum. A majority of the membership of the Governing Board (excluding vacancies) shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of a majority of the members voting, but not less than a majority of the quorum, shall be required for the approval of any action of the Governing Board.

(5) Vacancies. A vacancy shall occur in the happening of any of the following events before the expiration of the term:

- (a) The death, resignation or removal of the incumbent;
- (b) The ceasing of the incumbent to be a resident of his/her respective county;
- (c) Unexcused absence from three consecutive regular meetings of the Governing Board; or
- (d) The incumbent ceases to be qualified by losing the status which made him/her eligible for appointment to the Governing Board.

Any vacancy of a regular meeting shall be filled by the Board of Supervisors of the county in which the vacancy exists. Any person appointed to fill a vacancy shall be appointed from the

same class and in the same manner as a full term appointment and shall serve for the unexpired term of the member being replaced.

(6) Compensation and Expenses. Members of the Governing Board shall serve without compensation. The Governing Board shall adopt policies concerning payment of travel expenses or per diem for attending Governing Board or Committee meetings, and concerning reimbursement for actual and necessary expenses incurred when an official assigned duty of the A4AA.

F. Reimbursement of Costs.

The A4AA shall reimburse the parties to this Agreement for services such as purchasing, audit or the like only to the extent authorized by law and at reasonable costs of providing the aforesaid services. Any attorney fees shall be based on an annual schedule of fees agreed upon by the Governing Board. Only legal work requested by the Governing Board or Executive Director shall be invoiced and paid.

G. Rules.

The Governing Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as may be required.

H. Executive Director and Staff.

The Governing Board shall appoint an Executive Director in conformance with professional requirements set forth by the California Department of Aging. The Executive Director shall serve at the pleasure of the Governing Board.

The Governing Board shall authorize and fix the salaries, benefits and working conditions of such staff as is necessary to carry out its functions. The Executive Director shall be responsible for carrying out all staff functions for the A4AA

and shall hire, supervise and may dismiss all authorized staff of the A4AA. No employee of the A4AA shall have any employment rights with any of the parties to this Agreement solely because of service on the staff of the A4AA.

Employees of the predecessor, Community Services Planning Council, Area 4 Agency on Aging (CSPC/A4AA), shall be employed by the A4AA in the concept of continued employment transitioned to a new sponsor. Benefits based on employment will include services rendered under CSPC/A4AA. Salary based on longevity of employment will include services rendered under CSPC/A4AA. Any such transitioned employees shall serve upon the same terms and conditions as are set forth in the personnel policies established by the Governing Board. Nothing in this paragraph shall be construed to give any such transitioned employee any greater right to continued employment than is provided in the personnel policies adopted by the Board.

ARTICLE IV ADVISORY COUNCIL

A. Creation

In addition to the Governing Board, there shall be established an Area 4 Agency on Aging Advisory Council as required by the OAA and the OCA. Such council shall be established pursuant to pertinent regulations as a principal advisory body and advisor to the A4AA. The Advisory Council shall have no policy making authority either inherent or delegatory.

B. Members of the Advisory Council

The Advisory Council shall consist of 35 members appointed as follows:

- 1) 3 members appointed by the Sacramento County Board of Supervisors;
- 2) 2 members appointed by each of the Boards of Supervisors of the other party counties;
- 3) 2 members appointed by each of the Commissions on Aging in each of the party counties. The Yuba-Sutter Bi-County Commission shall appoint 2 members from each such county.
- 4) 1 member appointed by each of the Nutrition Project Councils in Nevada/Sierra, Placer, Sacramento, Sutter, Yolo and Yuba Counties.

All appointments to the Advisory Council shall be in accordance with appropriate laws and regulations pursuant to the OAA and the OCA. The A4AA staff and the appointing authorities shall cooperate in attaining any goals or quotas as to appointments.

Members of the Advisory Council shall serve for a three or three and one-half year term, as herein specified, unless sooner removed by the appointing authority; provided, however, that the term of the first members shall end equally on December 31, 1983, June 30, 1985 and June 30, 1986 and shall be staggered within respective categories in counties by lot, the extra two terms being placed in category (3) and ending on June 30, 1985, and June 30, 1986. Terms of members appointed or reappointed to fill positions for which the terms expire on December 31, 1983 shall serve through June 30, 1987. Thereafter, all terms shall be for a three year period.

C. Responsibilities of the Advisory Council

The Advisory Council shall:

- (1) Advise the Governing Board in accordance with the OAA, the OCA, pertinent regulations and rules promulgated thereunder, and in accordance with such other laws, regulations, rules and policies as shall be promulgated from time to time by the United States, the State of California, or the A4AA.
- (2) Adopt and follow by-laws in accordance with appropriate regulations.
- (3) Meet at least ten times in each calendar year.
- (4)
 - (a) conduct its business meetings in public.
 - (b) give adequate notice of such meetings, and
 - (c) make its records and data available, upon requests, to the public.
- (5) Constitute a quorum for the transaction of business when a majority of the membership (excluding vacancies) is present, except that less than a quorum may adjourn from time to time.
- (6) Upon requests of the Governing Board or any party to this agreement provide information relating to any aspect of the duties of the A4AA or the Advisory Council.
- (7) Suggest, study and make recommendations upon such matters as may be appropriate.

D. Officers

The Advisory Council shall elect annually at its first meeting of the calendar year, from its membership the President, Vice-President and Secretary-Clerk of the Advisory Council.

E. Staff and Cost Reimbursement

The Advisory Council and its officers shall be staffed by the Executive Director and designees and have costs reimbursed in accordance with 45 C.F.R. §1321.97 and Section 9362 of the Welfare and Institutions Code and policies adopted by the A4AA Governing Board.

ARTICLE V GENERAL POWERS

The A4AA shall have the powers common to the counties of Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba set forth in Articles I and III of this Agreement.

The A4AA is hereby authorized, in its own name acting through the Governing Board, to do all acts necessary for the exercise of said common power for said purpose, including, but not limited to: make applications to the federal government and to the state government for funds to be used for the purposes consistent with the OAA and the OCA and accept grants from and enter into contracts with the federal or state governments or any other public or private party for such purposes and to carry out the functions described in this Agreement. Such powers shall be exercised in the manner of exercising such powers as are imposed upon a County in the exercise of similar powers.

ARTICLE VI FISCAL YEAR

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30.

ARTICLE VII FUNDS AND PROPERTY

A. The A4AA may accept and expend funds from public and private sources for the purpose of carrying out its powers, duties, responsibilities and obligations specified in this Agreement.

B. Subject to the provisions of this Agreement and any applicable law, the appointed officer or employee of A4AA shall receive, have custody of and disburse Agency funds (1) pursuant to the accounting procedures prescribed by the California Department of Aging and by Sections 6505.5 and 6505.6 of the Government Code.

C. Checks shall require the signature of the Treasurer-Auditor or the Executive Director who shall be a deputy Treasurer-Auditor.

D. The Executive Director shall have charge of all the physical property of the A4AA.

ARTICLE IX PURCHASES

All purchases by the A4AA shall be made pursuant to applicable statutes and regulations relating to purchases by counties and may be made through the purchasing agent of any member county.

ARTICLE X RECORDS AND ACCOUNTS

A. The A4AA shall be strictly accountable for all funds.

B. The Governing Board shall cause to be kept in-house by A4AA staff proper books of records and accounts in which a complete and detailed entry shall be made of all of its transactions including all receipts and disbursements. Said books and records shall be kept in accordance with the Older Americans Act and rules and regulations of the California Department of Aging. Said books shall be subject to inspection at any reasonable time by the duly authorized representative of each of the parties to this Agreement and of appropriate Federal and State agencies. If the Treasurer-Auditor is a member of the Board, the Board may appoint or designate an employee, in

addition to the Executive Director who is a deputy Treasurer-Auditor to assist the Treasurer-Auditor in complying with the provisions of Sections 6505.5 and 6505.6 of the Government Code. All required audits shall be made available to each party of the Joint Powers Agreement. Audits performed by the California Department of Aging, a public accountant, or a certified public accountant will be acceptable.

C. The Governing Board shall cause to be prepared an annual financial and operational report, including a report of all receipts and disbursements of funds which shall be available at the office of the Clerk and a copy thereof shall be delivered to each party to this Agreement. The report shall be filed within 120 days of the close of each fiscal year.

D. The Governing Board shall cause to be prepared a year-end close-out report which will be sent to the California Department of Aging no later than 60 days after the end of the grant year or as required by the Department.

E. The A4AA shall accept responsibility as Custodian of Records from prior periods of its predecessor non profit corporation as designated by the California Department of Aging.

ARTICLE XI CLAIMS

A. All claims against the A4AA and the Advisory Council, including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed with the A4AA with the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with procedures established by the Governing Board pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing

with Section 935) of said Part 3 of the Government Code. The Governing Board of the Agency shall adopt a regulation requiring that all claims shall be so filed.

B. The Treasurer-Auditor or the employee designated to assist the Treasurer-Auditor shall audit and allow or reject claims in lieu of, and with the same effect as allowance or rejection by the Governing Board in any of the following cases:

- (1) Expenditures which have been authorized by purchase orders issued by an officer or employee of the A4AA authorized by said governing body to make purchases.
- (2) Expenditures that have been authorized by contract resolution or order of the Governing Board acting within the scope of its authority.

C. The A4AA shall cause its Treasurer-Auditor and Executive Director and any assistants employed to handle funds or property to be bonded in the minimum amount of \$50,000. A blanket fidelity bond will suffice for this purpose.

D. The A4AA shall indemnify and hold harmless each of the parties hereto and their officers, agents and employees from any and all actions, claims, damages and liability resulting from the acts or omissions of the A4AA or its officers, agents or employees. The A4AA shall obtain appropriate liability, property damage and Workers' Compensation insurance which shall also protect the parties hereto with respect to the indemnification set forth above.

E. ARTICLE XII FINANCE

A. The A4AA shall be financed by funds made available for such purpose under the OAA or other federal or state statute. In order to obtain grants, it is necessary that the A4AA provide additional matching funds for administering the A4AA. Annually, by May 1, the Governing Board shall calculate each party's contribution to the total amount required to match State and Federal funds, which contribution shall be based on the per capita ratio of senior citizens within each participating entity as determined by the California Department of Aging's annual estimate; i.e., for fiscal year 1982-83, this ratio was: Nevada County - 7.8%; Placer County - 11.6%; Sacramento County - 64.1%; Sierra County - 0.4%; Sutter County - 4.3%; Yolo County - 8%; and Yuba County - 3.8% This ratio reflects a portion of the local match for the administrative and in-house service costs of the A4AA, not a percentage of the total budget.

Annual local funding shall be requested of each County party in cash. Each party's share should be paid annually on demand by September 30 or as agreed. If any contribution is not so paid the A4AA may, if necessary, reduce services within the County not paying its requested contribution, or take such other actions as may be necessary to protect the grant status of the A4AA and the other Counties and the integrity of the program. In addition to this minimum contribution, each party may contribute additional funds, if desired, without requiring additional funds from the other parties.

B. In addition to the cash contributions made pursuant to Paragraph A, each of the parties to this Agreement may, but shall not be required to, contribute money, office space,

furnishings, equipment, supplies or services as the respective Boards of Supervisors thereof may deem appropriate.

C. In the event the Governing Board has money available from other sources, it may, in its discretion, reduce the Counties contributions on a prorated basis.

ARTICLE XIII DISPOSITION OF ASSETS ON TERMINATION OF AGREEMENT

At the termination of this agreement, all funds on hand and not otherwise obligated shall be returned to the respective parties to this Agreement as nearly in proportion to the contributions, if any, made to the fund then on hand and to be used for public purposes only. Any equipment, furniture or furnishings which can be identified as having been contributed by any party to this Agreement shall be transferred to and become the property of the party contributing such equipment, furniture or furnishings. Any other property of the A4AA shall be distributed among the parties to this Agreement, each party to receive the proportion that the amount of money, if any, contributed to the A4AA by such party bears to the total amount of money contributed to the A4AA by all parties to this Agreement.

To the extent that the above disposition of assets is inconsistent with federal or state laws or regulations, the federal or state laws and regulations shall supersede this Agreement.

ARTICLE XIV NOTICES

Notices hereunder shall be sufficient if delivered to:

Nevada County Clerk of the Board of Supervisors

	Courthouse, Nevada City, California 95959
Placer County	Clerk of the Board of Supervisors County Administration Center, Auburn, California 95603
Sacramento County	Clerk of the Board of Supervisors 700 H Street, Suite 2450 Sacramento, California 95814
Sierra County	Clerk of the Board of Supervisors P.O. Box 68 Downieville, California 95936
Sutter County	Clerk of the Board of Supervisors 463 Second Street Yuba City, California 95991
Yolo County	Clerk of the Board of Supervisors 725 Court Street Woodland, California 95695
Yuba County	Clerk of the Board of Supervisors 215 5 th Street Marysville, California 95901
A4AA	Clerk at such address as A4AA shall designate to all the parties for such purposes.

ARTICLE XV MISCELLANEOUS

A. The article headings herein are for convenience only and not to be construed as modifying or governing the language in the article referred to.

B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

C. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

ARTICLE XVI PARTIAL INVALIDITY

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XVII SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

ARTICLE XVIII INCORPORATION OF LAWS

Notwithstanding any other provision of this Agreement, it is the intent of the parties to this Agreement that all actions of the A4AA, including the Governing Board and the Advisory Council, shall be in conformance with the OAA and the OCA and any rules or regulations adopted pursuant thereto.

ARTICLE XIX AMENDMENT OF THIS AGREEMENT

This Agreement may be amended from time to time by mutual written consent of all the parties hereto with or without additional consideration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:
Clerk of the Board

COUNTY OF NEVADA
Chairperson, Board of Supervisors

ATTEST:
Clerk of the Board

COUNTY OF PLACER
Chairperson, Board of Supervisors

ATTEST:
Clerk of the Board

COUNTY OF SACRAMENTO
Chairperson, Board of Supervisors

ATTEST:
Clerk of the Board

COUNTY OF SIERRA
Chairperson, Board of Supervisors

ATTEST:
Clerk of the Board

COUNTY OF SUTTER
Chairperson, Board of Supervisors

ATTEST:
Clerk of the Board

COUNTY OF YOLO
Chairperson, Board of Supervisors

ATTEST:
Clerk of the Board

COUNTY OF YUBA
Chairperson, Board of Supervisors