



JOINT POWERS AGREEMENT

**For the
Planning & Service Area 2
Area Agency on Aging**

**Serving Lassen, Modoc, Shasta, Siskiyou
and Trinity Counties**

**As revised on
5/3/2010**

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTIES OF LASSEN, MODOC, SHASTA, SISKIYOU AND TRINITY FOR THE PURPOSE OF SPONSORING PLANNING AND SERVICE AREA 2 AREA AGENCY ON AGING TO ADMINISTER ALL RESTRICTED AND NON-RESTRICTED FUNDS RECEIVED AS AMENDED

The Counties of Lassen, Modoc, Shasta, Siskiyou and Trinity for and in consideration of the mutual promises and agreements herein contained do agree as follows:

ARTICLE I: PURPOSE

The purpose of this agreement is to act in concert pursuant to Government Code Section 6500 et sequitur to form a five-county agency to act as the Area Agency on Aging in Planning and Service Area 2 consistent with the Older Americans' Act (hereinafter OAA) and the Older Californians' Act (hereinafter OCA). In entering into this agreement, it is the intention of the counties to collaborate to maintain and enhance programs and services for all older Americans residing in the area of Planning and Service Area 2.

The Area Agency will be entitled Planning and Service Area 2 Area Agency on Aging (hereinafter "PSA2AAA"). PSA2AAA is charged with the responsibility of planning and administration of local aging and adult services utilizing federal and state funds and such other funds as may become available.

ARTICLE II: CREATION OF AUTHORITY

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Planning and Service Area 2 Area Agency on Aging, with such powers as set forth herein and in Government Code 6508 et seq. Such powers shall be exercised in the manner hereinafter set forth.

Upon execution of this agreement, the Executive Director shall file this agreement with the Secretary of State's office in order to comply with the applicable provisions of State law and to complete all legal proceedings necessary to bring this agency into existence. The Executive Director is hereby designated as the agent for service of process for the agency.

ARTICLE III: AUTHORITY

A. Executive Board. The Executive Board of PSA2AAA will consist of 10 members: 2 appointed by the Board of Supervisors in each of the Counties of Lassen, Modoc, Shasta, Siskiyou and Trinity. At least one appointee from each county will be a member of the Board of Supervisors. The other appointee will have knowledge of the needs of seniors, experience in community-based programs and demonstrated leadership ability as determined by the appointing county. All appointees will be residents of the county from which they are appointed.

An alternate will also be appointed by each county Board of Supervisors. Alternates may participate in all Executive Board meetings. No alternate, however, will vote at a meeting, unless a regular board member from the alternate's county is absent from that meeting.

B. Terms of Executive Board Members and Alternates. All regular board members and alternates will serve at the pleasure of their appointing county Board of Supervisors.

C. Responsibilities of Executive Board: The Executive Board shall have the following powers:

- 1) Establish all policies. (See Agreements-in-Principle set forth in Appendix A and incorporated herein by reference.)
- 2) Adopt all rules and procedures necessary to conduct PSA2AAA business including those applicable to the expenditure, obligation and use of funds by PSA2AAA and sub-grantees.
- 3) Enter into and administer contracts and sub-grants for the purpose of carrying out the intent and functions of various grant programs and other pertinent grant programs.
- 4) Adopt the Area Plan and annual budget;
- 5) Perform all its responsibilities in accordance with the OAA, the OCA and all other pertinent laws, regulations and rules.

D. Officers. The Executive Board will elect annually at the first meeting of the calendar year, from its membership a Chairman and Vice-Chairman. The Executive Director will provide all necessary staff services as directed by the Executive Board. (See Section F below.)

E. Meetings of the Executive Board

(1) **Regular Meetings.** The Executive Board will provide for its regular meetings; provided, however, it will hold at least one regular meeting in each calendar quarter of each year. The date, hour and place of the holding of the regular meetings will be fixed by the Executive Board. All meetings shall be called, noticed, and conducted in accordance with the provision of Government Code Sections 54950 et seq. (The Ralph Brown Act).

(2) **Quorum.** A majority of the membership of the Executive Board (excluding vacancies) will constitute a quorum for the transaction of business, except that:

- a) less than a quorum may adjourn from time to time; and
- b) budgetary items will be governed by Paragraph (3) below.

The affirmative votes of a majority of the members voting, but not less than a majority of the quorum, will be required for the approval of any action of the Executive Board, unless a consensus vote is requested by any present Executive Board member prior to the vote being taken, in which case such a vote shall occur. For purposes of this agreement, a "consensus vote" shall mean a vote requiring the unanimous affirmation of the members present.

(3) **Voting on Budgetary Items.** Approval by the Executive Board of the annual budget or any budgetary item (e.g., line item budget allocations for administrative expenses or program support or changes to the Targeted Funding Formula) will require a majority vote by the members present and voting, but not less than a majority of a quorum. However, any member of the Executive Board who is present and voting may request a consensus vote to adopt the budget or any budgetary item. If, after further discussion a consensus vote (i.e., a unanimous affirmation) has not been reached on the item in question, the Executive Board will follow the procedures set forth below as appropriate:

(a) Budget allocations. If a consensus vote regarding a line item in the budget has occurred and unanimous affirmation has not been reached, the item will be "blue penciled" from the budget. If the blue penciled item is being carried forward from the previous budget, it will be funded at the same level as in the previous budget until consensus is reached. If the blue penciled item is a new budget item, it will not be approved until consensus is reached. All other budget items will be approved, subject to a majority vote of the members present and voting but not less than a majority of the quorum.

(b) Targeted Funding Formula. If a consensus vote regarding the Targeted Funding Formula has been required and unanimous affirmation has not been reached, the Targeted Funding Formula of the previous year will continue to apply. Discussions will proceed until consensus is reached and the formula is modified accordingly.

(4) **Vacancies.** A vacancy will occur if any of the following events take place:

- (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) Absence from three consecutive regular meetings unless excused by the Executive Board; or

- (d) The incumbent ceases to be qualified by losing the status which made him/her eligible for appointment to the Executive Board.

If a vacancy occurs, the County Board of Supervisors which appointed the individual to the Executive Board shall give written notice to the Board that a vacancy has occurred. Any vacancy of a regular member will be filled by the Board of Supervisors of the county in which the vacancy exists. Any person appointed to fill a vacancy will be appointed from the same category and in the same manner as a full term appointment and will serve for the unexpired term of the member being replaced.

(5) **Compensation.** Members of the Executive Board will serve without compensation.

F. Executive Director and Staff. The Executive Board will appoint an Executive Director in conformance with requirements set forth in the OAA, OCA, and implementing regulations. The Executive Director will serve at the pleasure of the Executive Board.

The Executive Board will authorize and fix the salaries, benefits and working conditions of such staff as is necessary to carry out its functions. The Executive Director will be responsible, under the direction of the Executive Board, for carrying out all staff functions for PSA2AAA including the provision of staff support to the Advisory Council and will hire, supervise and may dismiss all authorized staff of PSA2AAA. No employee of PSA2AAA will have any employment rights with any of the parties to this Agreement solely because of service on the staff of PSA2AAA.

ARTICLE IV ADVISORY COUNCIL

A. Creation. In addition to the Executive Board, there will be established a PSA2AAA Advisory Council as required by the OAA and the OCA.

Such council is established pursuant to pertinent regulations as a principal advisory body and advisor to PSA2AAA. (See By Laws set forth in Appendix C and incorporated herein by reference). The Advisory Council will have no policy making authority either inherent or delegatory.

Any changes to the currently adopted Advisory Council By Laws must be ratified by the Executive Board before becoming effective. Upon ratification, the revised By Laws will then become the new Appendix C to this agreement.

ARTICLE V FUNDS AND PROPERTY

A. PSA2AAA 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 Executive Board designates the PSA2AAA, under the direction of the Executive Director as authorized by the Executive Board, to 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. The Executive Director will be responsible for the ongoing maintenance and inventory of all property of PSA2AAA.

ARTICLE VI RECORDS AND ACCOUNTS

PSA2AAA will be strictly accountable for all funds. The Executive Board will cause to be kept in-house by PSA2AAA staff proper books of records and accounts in which a complete and detailed entry will be made of all of its transactions including all receipts and disbursements. Said books and records will be kept in accordance with the OAA and rules and regulations of the State of California. Said books will 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.

The PSA2AAA will provide accounting services and contract with a certified public accounting firm for auditing services to insure strict accountability for all funds and to report all receipts and disbursements. These services will meet the minimum requirements prescribed in Section 26909 of the Government codes and conform to generally accepted audit standards, as authorized by the Executive Board.

PSA2AAA also will comply with the provisions of Sections 6505.5 and 6505.6 of the Government Code.

ARTICLE VII CLAIMS

A. All claims against PSA2AAA, including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, will be filed with PSA2AAA within 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 Executive 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 Executive Board will adopt a regulation requiring that all claims will be so filed.

B. The Executive Board or its designee will review and allow or reject claims in any of the following cases:

- (1) Expenditures which have been authorized by the Executive Director.

(2) Expenditures which have been authorized by contract resolution or order of the Executive Board acting within the scope of its authority.

C. PSA2AAA will cause the 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. To the extent permitted under state law and pursuant to provisions of Government Code Section 6508.1, the debts, liabilities and obligations of the Agency shall be its own and shall not constitute debts, liabilities and obligations of any of the member counties, except as set forth in Paragraph F. below.

E. PSA2AAA will 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 PSA2AAA or its officers, agents or employees. PSA2AAA will obtain adequate and appropriate general liability, bodily injury and property damage, and worker's compensation insurance which will also protect the parties hereto with respect to the indemnification set forth above.

ARTICLE VIII FINANCE

PSA2AAA will be financed by funds made available for such purposes under federal or state statutes and various grants.

In order to obtain grants, it is necessary that PSA2AAA provide additional matching funds for its administration. Annually, by May 1, the Executive Board will calculate and give appropriate notice of each party's contribution to the total amount required to match State and Federal funds, which contribution will be based on grant funds as determined by the California Department of Aging's and other funding programs annual estimates.

Annual local matching funds from each county will be provided by each County in cash. Each party's annual contribution will be paid in full on demand by July 31 of each year, or as soon as the county budgets are adopted by the various counties, but not later than October 2 or when the applicable state law governs the adoption of the county budget, unless other arrangements are made by each county. In addition to this minimum contribution, each party may contribute additional funds, if desired, without requiring additional funds from the other parties.

PSA2AAA will allocate all funds received from CDA based on the Targeted Funding Formula (TFF) as approved by the Executive Board and ratified by the California Department of Aging. Allocation data for this formula will be updated once during each State Planning Cycle, but will be submitted to the Executive Board on an annual basis for review.

ARTICLE IX DISPOSITION OF ASSETS ON TERMINATION OF AGREEMENT

At the termination of this Agreement, all matching funds on hand and not otherwise obligated will be returned to the respective parties to this Agreement as nearly in proportion to the contributions, if any, made to fund then on hand. Any equipment, furniture or furnishings which can be identified as having been contributed by any party to this Agreement will be transferred to and become the property of the party contributing such equipment, furniture or furnishings. Any other property of PSA2AAA will be distributed among the parties to this Agreement; each party to receive the proportion of this property that the amount of money, if any, contributed to PSA2AAA by such party bears to the total amount of money contributed to PSA2AAA 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 or regulations will supersede this Agreement.

ARTICLE X TERM

This revised Agreement will become effective as of the date hereof and will continue in full force and effect until terminated upon six (6) months written notice by any member county. At least once during the State Planning Cycle, the Board of Supervisors of each county which is party to this Agreement will receive a report from PSA2AAA Executive Director on the aging programs and services provided in their county and throughout Planning Service Area 2.

ARTICLE XI NOTICES

Notices hereunder will be sufficient if delivered to:

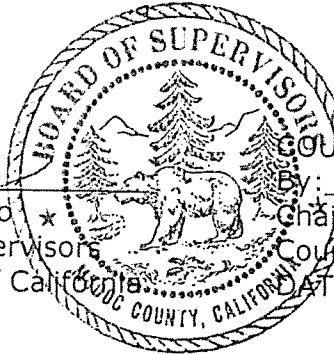
- Lassen County - Clerk of the Board of Supervisors
220 S. Lassen Street, Ste. 5
Susanville, CA 96130
- Modoc County - Clerk of the Board of Supervisors
204 S. Court Street
Alturas, CA 96101
- Shasta County - Clerk of the Board of Supervisors
1450 Court St., Ste. 308B
Redding, CA 96001
- Siskiyou County - Clerk of the Board of Supervisors
510 N. Main Street
Yreka CA 96097
- Trinity County - Clerk of the Board of Supervisors
P.O. Drawer 1613
Weaverville, CA 96093-1613

PSA2AAA – Clerk – at such address as PSA2AAA will designate to all the parties for such purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 22nd day of February, 2011.

Attest: Susan Asford
County Clerk and ex officio 2/15/2011
Clerk of the Board of Supervisors
County of Lassen, State of California

COUNTY OF LASSEN
By: Frank Chapman
Chairman, Board of Supervisors
County of Lassen, State of California
DATE: 2-15-2011



Attest: Highland Neuhoff
County Clerk and ex officio *
Clerk of the Board of Supervisors
County of Modoc, State of California

COUNTY OF MODOC
By: Arny Crabtree
Chairman, Board of Supervisors
County of Modoc, State of California
DATE: 2/22/11

Attest: Jayne Beatta
Clerk of the Board of Supervisors
County of Shasta, State of California

COUNTY OF SHASTA
By: Paul
Chairman, Board of Supervisors
County of Shasta, State of California
DATE: FEB 15 2011

Attest: Colleen Setzer, Clerk
By Wendy D. King, Deputy
County Clerk and ex officio
Clerk of the Board of Supervisors
County of Siskiyou, State of California

COUNTY OF SISKIYOU
By: Paul
Chairman, Board of Supervisors
County of Siskiyou, State of California
DATE: 2/15/11

Attest: Wendy D. King
County Clerk and ex officio
Clerk of the Board of Supervisors
County of Trinity, State of California

COUNTY OF TRINITY
By: Paul
Chairman, Board of Supervisors
County of Trinity, State of California
DATE: 2/15/2011

APPENDIX A

PSA 2 JOINT POWERS AGREEMENT AGREEMENTS-IN-PRINCIPLE AS ADOPTED _____(Date)

An agreement-in-principle is a brief statement which sets forth a general understanding which has been reached by the parties during a negotiation. These agreements-in-principle constitute the conceptual framework within which subsequent decisions take place.

The following agreements are adopted:

1. In the future, it is probable that less funding will be available from traditional sources for senior programs.
2. The Area Agency on Aging (AAA) must diversify its funding sources.
3. The AAA should be aggressive in pursuing new/alternative funding sources.
4. No county, which is a member of the AAA, should be penalized for getting "outside" (i.e., non-traditional) funding.
5. Counties should share funding/fundraising strategies and ideas.
6. With regard to PSA 2 funding, counties should share the good and share the pain.
7. The AAA should serve the needs of seniors regardless of county boundaries.
8. The AAA Executive Board should not delegate its authority to make decisions.
9. The Executive Board should have all the information necessary to make sound, timely decisions.
10. To the extent possible, the Executive Board should keep programs in all counties viable.
11. The Joint Powers Agreement should be specific, protect the interests of each county but not tie the hands of future Executive Board members or encumber future funds.
12. It is to the advantage of ALL counties to have a five-county Joint Powers Agreement.