AMENDMENT #3 TO THE JOINT POWERS AGREEMENT BETWEEN THE COUNTIES OF LAKE AND MENDOCINO AREA AGENCY ON AGING FOR PLANNING AND SERVICE AREA 26

THIS AGREEMENT is entered into as of this ~~24th~~ 17th day of ~~September~~ December 2024, between the COUNTIES OF LAKE AND MENDOCINO, each of which is a political subdivision of the State of California, and shall become effective December 14, 2023.

WITNESSETH:

WHEREAS, the original Joint Powers Agreement was approved on August 9, 2005; and

WHEREAS, a first amendment to the Joint Powers Agreement was approved on April 17, 2007; and

WHEREAS, a second amendment to the Joint Powers Agreement was approved on March 13, 2012; and

WHEREAS, the parties hereto have the power in common to study, plan, set priorities and provide services to the senior populations of their respective Counties; and

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

WHEREAS, Planning and Service Area 26, including each of the parties hereto, has been designed by the California Department of Aging (CDA), as a planning and service area; and

WHEREAS, pursuant to the Joint Powers Act (Government Code Section 6500 et seq., hereinafter referred to as the "Act"), the parties are authorized to enter into this agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. This Agreement shall become effective on the latest date of approval written hereinbelow and shall continue in full force and effect until terminated as hereinafter provided.
2. There is hereby created an agency or public entity to be known as the Planning and Service Area 26 Area Agency on Aging, (hereinafter called PSA26AAA) as provided by law, said Agency shall be a public entity separate from the Counties, which are parties to this Agreement.

3. The powers to be exercised by the Agency shall be as follows:
   (a) To prepare a plan for meeting the needs of the aged and cause such plan to be developed and implemented by joint action of the parties.
   (b) To obtain financial assistance from the State of California and the United States under Title III of the Older Americans Act.
   (c) To expend funds received from CDA 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.
   (d) To obtain financial assistance, accepting contributions, and may participate in fund raising activities with either the private or public sector.
4. In carrying out the powers specified in paragraph 2 above, the Agency is hereby authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any of the following: to make, enter into and modify contracts, grants, subgrants, and other necessary agreements; to organize and train staff; to develop procedures for program planning, operation, assessment and fiscal management; to evaluate program performance and determine resulting need to reallocate resources; to acquire, maintain and dispose of personal property; to accept gifts and grants; to raise funds; to sue and be sued in its own name; to incur debts, liabilities or obligations; and to address policy issues within Area Agency on Aging programs. No such debt, liability or obligation of the Agency shall constitute a debt, liability, or obligation of either County party to this Agreement. The powers of the Agency shall be exercised subject only to such restrictions upon the manner of exercising such powers as are imposed on the County of Lake or the County of Mendocino in the exercise of similar powers, as provided in Section 6509 of the Government Code of the State of California.
5. The Agency shall have the authority to employ and contract with personnel and/or consultants to assist in conducting the activities authorized by the Agreement.

6. The Agency shall be administered by a governing board composed of the following members:
   (a) Two (2) members of the Board of Supervisors of Mendocino County, or their designees.
   (b) Two (2) members of the Board of Supervisors of Lake County, or their designees.
   (c) One "at large" member from Lake or Mendocino County, agreed upon by the Boards of Supervisors of both Counties.
7. Upon execution of the Agreement by the parties, and appointment of the Agency Board members, the Chairs of the Boards of Supervisors of Lake and Mendocino Counties shall call an organizational meeting of the governing board of the Agency at which time the Agency Board shall select a Chair and Vice Chair and take such other action as they deem necessary to organize the Agency. The Chair shall cause each member of the governing board to be advised of the time and place for such organizational meeting.
8. The Board of Supervisor-appointed members of the Agency Board shall hold office until the respective Boards of Supervisors designate other representatives. The "at-large" member shall serve a 2-year term. The "at large" member representation shall rotate between Lake and Mendocino Counties with each 2-year term. Exceptions to this are allowed under circumstances when it is determined by the Boards of Supervisors of both counties that rotation is impractical due to the lack of available candidates for membership in the county to which rotation would otherwise pass.
9. When a vacancy occurs on the governing board, the vacancy shall be filled by the Board of Supervisors of the County from which the vacancy occurs. This section does not apply to the "At Large" member.
10. The governing board of the Agency shall hold at least one regular meeting every three (3) months. The date, time and place of regular meetings shall be fixed by majority vote of the governing board and may be changed from time to time. Special meetings may be called pursuant to the procedures set forth in section 54956 of the Government Code. All meetings of the governing board shall be subject to the requirements of the Ralph M. Brown Act.

11. The governing board of the Agency shall adopt all necessary rules governing the transaction of business at its meetings and the general conduct of the affairs of the Agency.
12. The officers of the Agency shall be a Chair, Vice Chair, and such other officers, as the governing board may deem necessary. The Chair and Vice Chair shall be selected by the governing board, but shall be selected one from each County.
13. A majority of the persons serving on the governing board of the Agency shall constitute a quorum for the transaction of the business by the governing board. Any resolution or other official action shall be adopted by the votes of at least three of the members of the governing board.
14. Lake County shall serve as lead agency in administration of PSA26AAA. Said County shall hire an Executive Director to report directly to the governing board and to oversee such duties as specified by the governing board and as outlined in the Area Plan and Title 22, to include:
    (a) Fiscal and data reporting requirements set forth by CDA;
    (b) Coordination of Area Agency on Aging Contractor's meetings and Area Agency on Aging Advisory Council Meetings.
    (c) Leadership in planning, development and submission of the Area Plan and updates for the service area.
15. Although the County designated as lead agency shall have responsibilities listed above (paragraph 14), each county shall participate in the planning and development of the AAA Four year plan and updates to same.
16. The County Treasurer and County Auditor of the County of Lake are hereby designated as Treasurer and Auditor, respectively, of the Agency and, as such, they shall have the powers, duties and responsibilities specified in section 6505.5 of the Government Code of the State of California. Payment shall be made to the County of Lake for such services.
17. The Executive Director is hereby designated as the person who shall have charge of, handle, and have access to the property of the Agency.
18. The annual operating costs of the Agency shall be paid from funds received from the Federal and State Governments and funds contributed by the

respective Counties. Minimum contributions from the both Counties shall meet the required County match obligations, per CDA contract, with PSA26AAA for administration, as well as for any CDA mandated program services delivered as a direct service of AAA. Lake County's financial match percentage shall be 44% for a total of $74, 647, and Mendocino County's financial match percentage shall be 56% for a total of $94,777; this percentage is based on the number of seniors in each respective county. This calculation shall be updated every four years in alignment with the Area Plan using the most recent state Census data available.

19. In addition to the Governing Board, there shall be established an Area 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 PSA26AAA. The Advisory Council shall have no policy-making authority either inherent or delegatory.
    (a) The Advisory Council shall consist of members appointed by the Area Agency on Aging Governing Board:
        - No more than one member shall be appointed to represent the service provider(s) of each County currently under contract with AAA. Such appointments shall be made after considering any recommendations put forth by service providers from within each respective County.
        - A "service provider" representative shall include board of director members of any AAA contract agency, as well as any paid employee of any AAA contract agency.
    (b) All appointments to the Advisory Council shall be in accordance with appropriate laws and regulations pursuant to the OAA and the OCA.
    (c) Members of the Advisory Council shall serve a two year term unless sooner removed at the pleasure of the appointing authority.
20. The Advisory Council shall:
    (a) Advise the AAA Governing Board and AAA staff, 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 PSA26AAA.

(b) Adopt and follow by-laws in accordance with appropriate regulations.

(c) Meet at least six times in each calendar year.

(d) Conduct its business meetings in public.

(e) Give adequate notice of such meetings.

(f) Make its records and data available, upon request, to the public.

(g) Constitute a quorum for the transaction of business when a majority of the membership (excluding vacancies) is present.

(h) Suggest, study and make recommendations upon such matters as may be appropriate.

21. The Advisory Council shall elect annually at its first meeting of the calendar year, from its membership, a President, Vice-President and Secretary/Clerk of the Advisory Council. The President and the Vice-President shall be from different Counties, and the Office of President shall rotate between the Counties on an annual basis.

22. The Executive Director of the Agency shall provide all necessary staff services to the Advisory Council. Cost of said Council shall be reimbursed in accordance with 45 C.F.R. Section 1321.61 and Section 9362 of the Welfare and Institutions Code and policies adopted by the PSA26AAA Governing Board.

23. The annual budget of the Agency shall be prepared on a fiscal year basis, and the fiscal year of the Agency shall be a period from July 1st of each year to and including the following June 30th. The governing board shall adopt the budget not later than June 30th of each year for the next ensuing fiscal year.

24. On or before July 15th of each year, a copy of the proposed budget which has been adopted by the governing board for the next ensuing fiscal year shall be filed with both Counties. Each County shall file a written notification of approval of the budget with the governing board of the Agency on or before the 30th day of September.

25. In the event that either party to this Agreement refuses to approve a proposed budget, in accordance with the provisions of paragraph 24 above, this Agreement shall terminate in accordance with paragraph 28.
26. Within thirty (30) days after the close of each fiscal year during which this Agreement remains in effect, the Lake County Auditor shall prepare for distribution to the Counties and the State Department of Aging an itemized report of all receipts and expenditures which have occurred under this Agreement during the preceding fiscal year.
27. In accordance with section 6505 of the Government Code, an annual audit of the accounts and records of the Agency shall be made.
28. If any party to this Agreement does not approve a proposed budget of the Agency in accordance with paragraph 25, then this Agreement shall terminate at the end of the fiscal year following such failure to approve the budget. In addition, either party to this Agreement may, at least ninety (90) days prior to the end of any fiscal year, give written notice to the other party and to the Agency that it is terminating the Agreement, at the end of the fiscal year, in which case this Agreement shall terminate at the end of the fiscal year.
29. In the event this Agreement is terminated, the Agency shall automatically be dissolved on the effective date of its termination. However, the governing board of the Agency shall remain in existence for the sole purpose of winding up the affairs of the Agency and payment of all outstanding debts and obligations of the Agency and disposing of the assets of the Agency. After payment of all outstanding debts and obligations, the funds and property of the Agency shall be returned to the appropriate Federal or State agency to the extent required by law. Any property not required to be returned to a funding agency shall be divided equally between the parties.
30. The Agency created pursuant to this Agreement will serve the area included in Lake and Mendocino Counties in the State of California.
31. The parties certify that the Agency created by this Agreement is not prohibited by State and local law from providing services to the entire geographical area of Lake and Mendocino Counties.

32. This Agreement shall take effect as soon as it has been executed by both parties.
33. This Agreement may be amended by unanimous consent of all parties to the Agreement.
34. Any notices to a party to this Agreement required to be given hereunder shall be sufficient when delivered to the last official address of that party on file with the Agency.
35. Within thirty (30) days of the effective date of this Agreement, the Governing Board shall cause a notice of this Agreement to be prepared and filed with the Office of the Secretary of State, State of California, as required by Section 6503.5 of the Act.
36. The Governing Board shall require officers, employees, and agents of the Agency to file beneficial bonds as required by Section 6505.1 of the Act.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written pursuant to resolutions of the governing bodies of the respective parties, duly adopted, authorizing such execution.

APPROVED AS TO FORM:
Lloyd C. Guintivano, COUNTY COUNSEL

By: _____

Michael S. Green

COUNTY OF LAKE
255 N. Forbes St.
Lakeport, CA 95453

By _____
~~Bruno Sabatier,~~ Chairman
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors
County of Lake

By Johanna Delong
Johanna Delong (Dec 18, 2024 13:48 PST)
Susan Parker, Deputy

APPROVED AS TO FORM:
Charlotte Scott, COUNTY COUNSEL

By: see page 10

COUNTY OF MENDOCINO
501 Low Gap Rd. Rm. 1090
Ukiah, CA 95482

By see page 10
Maureen Mulheren, Chairman
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors
County of Mendocino

By see page 10
Darcie Antle, Deputy

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Jesse VanVoorhis
DEPARTMENT HEAD

Date: 9/3/2024

Budgeted: Yes
Budget Unit: 5010
Line Item: 86-2189
Org/Object Code: SSOT
Grant: No
Grant No.: 'N/A'

CONTRACTOR/COMPANY NAME

By: Rachael DillmanParsons (Dec 20, 2024 10:01 PST)
AAA Executive Director

Date: 12/20/2024

NAME AND ADDRESS OF CONTRACTOR:

Area Agency on Aging, PSA 26
P.O. Box 9000
Lower Lake, CA 95457

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 09/24/2024

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 09/24/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 09/24/2024

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Charlotte Scott
COUNTY COUNSEL

Date: 08/29/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/29/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 08/29/2024

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: County Entities

Amend3_AAA_SocialServices

Final Audit Report 2024-12-18

Created:	2024-12-17
By:	Johanna Delong (Johanna.DeLong@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHmkZiertTg2ZixGzhHMbd3Ydb91iLvR2

"Amend3_AAA_SocialServices" History

Document created by Johanna Delong (Johanna.DeLong@lakecountyca.gov)
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Document emailed to michael green (Michael.Green@lakecountyca.gov) for signature
2024-12-17 - 8:10:54 PM GMT

Email viewed by michael green (Michael.Green@lakecountyca.gov)
2024-12-18 - 1:41:03 AM GMT- IP address: 104.28.124.107

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Signature Date: 2024-12-18 - 8:23:34 PM GMT - Time Source: server- IP address: 208.91.29.100

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2024-12-18 - 9:46:45 PM GMT- IP address: 208.91.28.66

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Signature Date: 2024-12-18 - 9:48:31 PM GMT - Time Source: server- IP address: 208.91.28.66

Agreement completed.
2024-12-18 - 9:48:31 PM GMT

Amend3_AAA_SocialServices - signed

Final Audit Report 2024-12-20

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By:	Dena Eddings-Green (Dena.Eddings-Green@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqQTux1B7I-KB-kkZxT0Gl4rSh40aWxVg

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Document emailed to Lisa Faraco (Lisa.Faraco@lakecountyca.gov) for approval
2024-12-18 - 10:06:19 PM GMT

Email viewed by Lisa Faraco (Lisa.Faraco@lakecountyca.gov)
2024-12-18 - 10:06:41 PM GMT- IP address: 208.91.28.66

Document approved by Lisa Faraco (Lisa.Faraco@lakecountyca.gov)
Approval Date: 2024-12-18 - 10:07:48 PM GMT - Time Source: server- IP address: 208.91.28.66

Document emailed to Rachael DillmanParsons (rachael.dillmanparsons@lakecountyca.gov) for signature
2024-12-18 - 10:07:49 PM GMT

Document e-signed by Rachael DillmanParsons (rachael.dillmanparsons@lakecountyca.gov)
Signature Date: 2024-12-20 - 6:01:21 PM GMT - Time Source: server- IP address: 208.91.28.66

Agreement completed.
2024-12-20 - 6:01:21 PM GMT