

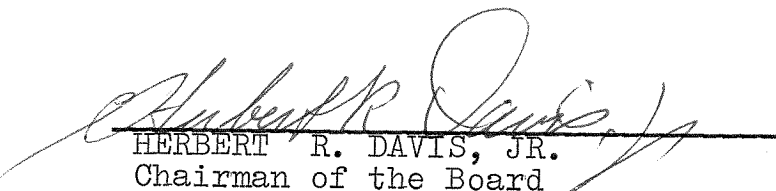
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BOARD OF SUPERVISORS - COUNTY OF MARIPOSA
RESOLUTION NO. 74-56

BE IT RESOLVED that the Board of Supervisors of the County of Mariposa hereby authorizes the Chairman, Herbert R. Davis, Jr., to sign the revised Joint Powers Agreement between the Counties of Alpine, Amador, Mariposa, Merced, San Joaquin, Stanislaus and Tuolumne for 1974-1975, to fill the needs of the aged within the County of Mariposa;

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this 18th day of June, 1974, by the following vote:

- AYES: Davis, Hurlbert, Moffitt, Long, Richardson
- NOES: None
- ABSENT: None
- NOT VOTING: None


HERBERT R. DAVIS, JR.
Chairman of the Board

ATTEST:

ELLEN P. RITTER, County Clerk and
Ex-Officio Clerk of the Board

JOINT POWERS AGREEMENT BETWEEN THE
COUNTIES OF ALPINE, AMADOR,
MARIPOSA, MERCED, SAN JOAQUIN,
STANISLAUS AND TUOLUMNE

- - - - -

THIS AGREEMENT between the COUNTIES OF ALPINE, AMADOR, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, and TUOLUMNE, each of which is a political subdivision of the State, is made in view of the following:

a. The parties hereto have the power in common to study, to plan, to set priorities for meeting and to meet the needs of the aging; and

b. Area Eleven, including each of the parties hereto, has been designated by the California Commission on Aging as a planning and service area; and

c. Pursuant to the joint powers provisions of the California Government Code (Sections 6500 through 6514), the parties are authorized to enter into this agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Purpose. The purpose of this agreement is to cause the plan for meeting the needs of the aged prepared by the Area Eleven Planning Agency for Aging to be implemented by joint action of the parties. The Agency hereby created shall undertake to obtain financial assistance from the State of California and the United States under Title III of the Older Americans Act in order to have sufficient funds to continue

effective study and planning and to coordinate existing programs designed to meet the needs of the aged and, where such programs do not exist, to develop and implement such plans.

2. Administering Agency. There is hereby established the Area Eleven "Area Technical Agency for Aging Programs" (hereinafter called "ATAAP") to administer this agreement. ATAAP shall possess the power to contract, acquire property, employ staff and perform any other act necessary for the purposes hereof.

3. Governing Board. The governing board of ATAAP shall consist of one member of, and shall be appointed by, the board of supervisors of each of the parties hereto. Each party may appoint a member of its board of supervisors as an alternate member of the governing board, and such alternate member may act at a meeting of the governing board when the primary member is absent. The governing board shall elect a chairman. Decisions by the governing board shall require a minimum affirmative vote of four members, with the chairman being permitted to cast his vote in the same manner as the other members.

4. Advisory Committee (Council). The parties hereto shall establish one or more advisory committees or councils which shall advise ATAAP. At least one such committee or council shall be so constituted as to comply with the state agency's criteria for approval of area plans and shall be

reconstituted from time to time as necessary to satisfy requirements imposed by either the State of California or the United States of America.

5. Contribution of Parties. The parties shall contribute to the parties' share of the costs of the Planning Agency in the following proportion:

County of Alpine08%
County of Amador	2.53%
County of Mariposa	1.53%
County of Merced	12.62%
County of San Joaquin	47.30%
County of Stanislaus	31.58%
County of Tuolumne	4.36%

Each party's of the annual parties' share shall be paid quarterly on or before the end of each calendar quarter, i.e. on or before September 30, 1974, December 31, 1974, March 31, 1975, and June 30, 1975, etc. The total share of the parties shall not exceed the sum of \$ 40,276.⁰⁰ in either cash or in kind, for the first fiscal year (July 1, 1974 - June 30, 1975). The value of "in kind" shall be determined by the governing board, and that board shall, prior to May 15, 1975, determine the maximum total share of the parties for fiscal year 1975-1976.

6. Funds. The Treasurer of the County of Stanislaus is designated to be the depository and have custody of all money of ATAAP, from whatever source. The Auditor-Controller of the County of Stanislaus shall perform the functions of

auditor and controller for ATAAP. Said Treasurer and Auditor-Controller shall comply with the provisions of Section 6505.5 of the Government Code. For such services, "in-kind" credit shall be extended by ATAAP to the County of Stanislaus in an amount determined by the Board of Supervisors of the County of Stanislaus and approved by the governing board of ATAAP.

7. Duration, Amendment, Withdrawal, and Termination.

This agreement shall continue for an indefinite term. This agreement may be amended only by the consent of four of the seven parties hereto. Any party hereto may withdraw from this agreement and from ATAAP by giving 30 days written notice of intention to do so to each other party hereto and to ATAAP. Upon withdrawal a withdrawing party shall be refunded its contribution on deposit to the credit of ATAAP to the extent that such party's proportionate share of the total contributions of the parties to ATAAP has not been obligated to payment of the debts of ATAAP at the time the notice of intention to withdraw was received by ATAAP. This agreement may be terminated by the mutual consent of all parties hereto or by withdrawal of six of said parties. Upon termination of this agreement, all remaining assets shall be liquidated and dispersed to the parties hereto in proportion to their contribution as set forth in paragraph 5 hereof.

8. Effective date. This agreement shall be effective

as of the date the last party to adopt this agreement does so.

IN WITNESS WHEREOF, the parties hereto pursuant to resolutions of their respective governing boards have caused this joint powers agreement to be executed the dates shown below.

COUNTY OF ALPINE

COUNTY OF AMADOR

By _____

By _____

Chairman
Board of Supervisors

Chairman
Board of Supervisors

Dated: _____

Dated: _____

COUNTY OF MARIPOSA

COUNTY OF MERCED

By Herbert R. Lewis

By _____

Chairman
Board of Supervisors

Chairman
Board of Supervisors

Dated: _____

Dated: _____

COUNTY OF SAN JOAQUIN

COUNTY OF STANISLAUS

By _____

By _____

DAN S. PARISES
Chairman
Board of Supervisors

Chairman
Board of Supervisors

Dated: _____

Dated: _____

COUNTY OF TUOLUMNE

By _____

Chairman
Board of Supervisors

Dated: _____