

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.31
(ID # 4387)

MEETING DATE:

Tuesday, June 20, 2017

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: California Automated Consortium Eligibility System (CalACES) Joint Powers Authority (JPA) Agreement and Memorandum of Understanding. [All Districts]; [\$0 Total]

RECOMMENDED MOTION: That the Board of Supervisors:
Approve the attached amended and restated CalACES JPA agreement and Memorandum of Understanding.

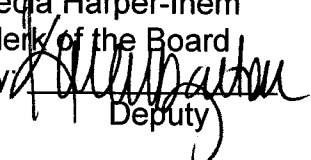
ACTION:


Susan Von Zabern, Director of Public Social Services 6/17/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 20, 2017
xc: DPSS

Kedra Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The C-IV JPA was created in 1998 and developed a successful eligibility determination and case management system. C-IV originally included four counties and expanded to 39 counties in 2007, through addition of 35 counties. Los Angeles County was originally approved to build their own case management system and after completing their system requirements and vendor selection, it was determined that Los Angeles County would implement an enhanced version of C-IV.

On July 29, 2011, the State of California presented to the Food and Nutrition Service, Center for Medicaid, Children's Health Insurance Program and Survey & Certification its plan for reducing the complexity of the eligibility system configuration in California. Those plans included taking the necessary steps to consolidate the existing SAWS Consortia from three to two systems, merging the Los Angeles County and C-IV Systems.

In September 2011, AB 16 received approval, which called for "the migration of the 39 C-IV Counties into a single system jointly designed by the 39 counties plus Los Angeles County."

Since receiving direction from the Federal and State agencies in 2011, representatives from Los Angeles County and a C-IV executive committee have been meeting monthly to prepare for the migration and merger of Los Angeles County and C-IV into a new JPA named California Automated Consortium Eligibility System (CalACES).

The attached agreements were reviewed by county counsels from all of the member counties and are recommended for Board approval.

Each of the 40 counties will be approving the same agreement, intended to receive full approval for the new JPA to be active in September, 2017.

Impact on Residents and Businesses

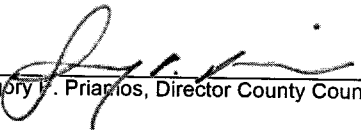
The CalACES system will continue to provide services to the residents of Riverside County.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

ATTACHMENTS (if any, in this order):

ATTACHMENT A. JPA AGREEMENT

ATTACHMENT B. CalACES MOU



Gregory V. Priamos, Director County Counsel 6/7/2017

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA AUTOMATED
CONSORTIUM ELIGIBILITY SYSTEM AND THE
COUNTY OF RIVERSIDE**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the California Automated Consortium Eligibility System (hereafter "Consortium"), a California Joint Powers Authority, and the County of RIVERSIDE (hereafter "County"), a member county (hereafter "Member" or collectively with other members of the Consortium, "Members") of the Consortium (hereafter, collectively, "the Parties").

RECITALS

- I. WHEREAS, the Consortium was previously known as the California Statewide Automated Welfare System Consortium IV (hereafter "C-IV Consortium") with thirty-nine county members ("hereafter, collectively, "the 39 Counties").
- II. WHEREAS, the 39 Counties and Los Angeles County are or will be Members of the Consortium pursuant to the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement"), with an effective date of September 1, 2017.
- III. WHEREAS, the C-IV Consortium previously entered into an agreement with a primary vendor (hereafter "the C-IV Agreement") to provide the necessary equipment and services for an automated system (hereafter "the C-IV System") utilized by the 39 Counties.
- IV. WHEREAS, Los Angeles County previously entered into an agreement with a primary vendor (hereafter "the LRS Agreement") to provide the necessary equipment and services for an automated system known as the Leader Replacement System (hereafter "the LRS").
- V. WHEREAS, the Consortium's purpose is to oversee the design, development, implementation, operation, maintenance and migration of the Members to an automated welfare system known

as the California Automated Consortium Eligibility System (hereafter "CalACES") that will be jointly designed by the Members, as required by California Assembly Bill ABX1 16 (2011) and codified in Welfare and Institutions Code section 10823.

- VI. WHEREAS, Los Angeles County will continue to use the LRS and the 39 Counties will continue to use the C-IV System until the migration of the Members to CalACES is complete.
- VII. WHEREAS, the purpose of this MOU is to delineate the areas of understanding and agreement between the Consortium and the Members regarding matters related to the administration and fulfillment of the Consortium's purpose.
- VIII. WHEREAS, this MOU is conditioned on the Consortium entering into the same MOU terms and conditions with all other Members, and supersedes all prior MOUs concerning the same subject matter contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. DEFINITIONS

As used in this MOU, the following words and terms shall have the meanings described below, unless otherwise defined elsewhere in this MOU:

1.1. "Advance Planning Document" (APD): A federally required document that is used by states to inform the federal agencies of their intentions related to federally funded programs, and request approval and funding to accomplish their needs and objectives. The term APD refers to a Planning APD, Implementation APD, or to an Advance Planning Document Update.

1.2. "Central Equipment": Is that equipment for which the Consortium is authorized by the State of California to assume responsibility for refresh. The Consortium shall have responsibility to refresh (replace or upgrade) all such equipment. All equipment not designated as "Local Equipment" is Central Equipment. The physical

location of the equipment is not relevant to the designation "Central".

1.3. "Consortium – Auditor-Controller Agreement": Is any agreement, as may be revised from time to time, between the Consortium and one of its Members to fulfill the fiscal and audit function as Auditor-Controller for the Consortium.

1.4. "Consortium Staff": Consists of employees of the Consortium, employees of Members contributed to the Consortium, and contractors and agents designated by the Consortium.

1.5. "Consortium's Secretary": The Secretary of the Consortium's Board of Directors in charge of all records of the Consortium.

1.6. "Consortium's Treasurer": The treasurer of the Consortium shall be as specified in the JPA Agreement. The Consortium's Treasurer is responsible for the depository, disbursements and accountability of all the accounts, funds and money and all records relating thereto.

1.7. "Cost Allocation Plan": A methodology for distributing costs to benefiting programs in accordance with federal, state and county sharing ratios.

1.8. "County Personnel": County employees, contractors or agents responsible for task(s) necessary to the Project.

1.9. "County Purchased Software": Licenses to software applications purchased separately by County and installed upon Local Equipment. County Purchased Software does not include Original Equipment Manufacturing (OEM) operating system software provided by the Consortium for use in the System(s), as defined below. All County Purchased Software must be configured to be compatible with Consortium purchased software and shall be approved by Consortium prior to its installation and use on Local Equipment purchased or provided under this MOU. Maintenance of County Purchased Software and management of its use in a manner consistent with its licensing is the sole responsibility of County.

1.10. "County Site(s)": The location(s) in the County for the equipment, software and Project Staff activities designated as necessary to the Project.

1.11. "Data": The Consortium and County records, files, forms, and other information that are currently or will be processed on the System(s).

1.12. "Deliverables": Products, including but not limited to, equipment and software, provided to the Consortium and the County pursuant to agreements with vendors or otherwise necessary to the Project.

1.13. "Executive Director": The individual chosen by the Consortium with responsibilities for the management of the Project for the Consortium.

1.14. "Impaired Device": Any equipment that is used by a Member on the System(s) and which has become, whether by damage or other reason, incapable of performing its intended purpose.

1.15. "Local Equipment": Is that equipment that (1) was obtained for the System(s) use, (2) is located on County Sites, and (3) the Consortium is not authorized by the State of California to assume responsibility for refresh, replace or upgrade.

1.16. "Network(s)": The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the needs of the System(s).

1.17. "Original Equipment Manufacturing" or "OEM": Is that operating system software license that is provided with the workstation and laptop equipment, for which the right to use the license is vested with the owner of the applicable equipment.

1.18. "Primary Project Vendor": The vendor who is working or will be working on the System(s) pursuant to the applicable agreement(s), as approved by the Consortium.

1.19. "Primary Project Vendor Staff": Employees, contractors

and agents of the Primary Project Vendor dedicated to the Project who are working on the System(s).

1.20. "Project": Work related to the design, development, implementation, operation, maintenance of the System(s) and migration of the Members to CalACES, and the related activities of the Parties thereto.

1.21. "Project Staff: The Consortium Staff, County Personnel, and vendor staff performing task(s) necessary to the Project.

1.22. "Quality Assurance and Other Agreements": Those agreements between the Consortium and its quality assurance vendor(s) or other project vendors to provide quality assurance, project management, planning, support, verification and validation services for the System(s).

1.23. "Region": County or Counties grouped together for purposes of representation as defined in the Consortium's Bylaws.

1.24. "Regional Project Manager(s)": The person(s) responsible for the day to day oversight of the Project in a particular Region.

1.25. "Separate Services": Services which are related to the System(s), obtained by Counties from the Primary Project Vendor, or other project vendors.

1.26. "Software": Software and software licenses purchased by the Consortium for the System(s) use, and software and software licenses procured under Section 4.2 (County Hardware and Software License Purchases). Consortium retains possession of and title for, and responsibility for refresh of, all Software licensing agreements purchased by the Consortium but may grant use permission to Member in a manner consistent with this MOU.

1.27. "System(s)": Individually, or collectively, the complete collection of equipment, Software, other required software, and Networks for the C-IV System, LRS and/or CalACES.

1.28. "Work Plan(s)": The plan and delineation of Tasks, Subtasks, activities and events to be performed, Deliverables to be

produced and associated resource requirements with regard to the Project as accepted and agreed upon between the Primary Project Vendor and the Consortium, subject to modification from time to time.

II. COUNTY

2.1. Dedication of Personnel. The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the Project's needs, applicable Work Plan(s) or as otherwise necessary to fulfill the Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision will be provided subject to the following terms and conditions:

2.1.1. The rendition of the services performed by County Personnel, the standards of performance, the discipline of its employees, and other matters incident to the performance of such services and the control of County Personnel so engaged in these services shall remain with the County. The County and the Consortium shall agree to the scope of services to be performed by each County Personnel.

2.1.2. The County will be responsible for all payroll, personnel and other administrative functions for its employees assigned to perform services for the Consortium hereunder.

2.1.3. At the start of the Consortium assignment, the County, or the Consortium, with consent from County, will provide functional supervision of County Personnel assigned, specify their duties, establish working hours, and other matters incidental to the supervision of the County Personnel.

2.1.4. In the event of a dispute between the County and Consortium as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Consortium shall be consulted and a mutual determination thereof shall be made by both the County and the Consortium. However, the County, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

2.1.5. For and in consideration of the services to be performed by the County Personnel for the Consortium under this MOU, the Consortium shall pay the County for said services according to the hourly prevailing direct salary and employee benefit costs as determined by the County for the current applicable fiscal year. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County.

2.1.6. County shall render to the Consortium a summarized monthly invoice which details all services performed under this MOU, and the Consortium shall pay County within sixty (60) days after date of said invoice.

2.1.7. Payment for said services shall be made by check or money order payable as directed on the monthly invoice, or other method as determined by the County.

2.1.8. If such payment is not delivered to the County office that is described on said invoice within sixty (60) days after the date of the invoice, the invoices will be deemed uncollectible and may be forwarded for appropriate action.

2.1.9. Both Parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

2.1.10. The Consortium shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County Personnel performing services hereunder.

2.1.11. County and Consortium agree to be liable for the negligence and willful misconduct of its employees, agents and contractors as set forth in Section 6.03. (Member's Liability for Negligence of its Employees and Contractors) of the JPA Agreement.

2.1.12. Notwithstanding any provision hereof to the contrary, the County or the Consortium may return County Personnel back to County for any reason upon notice in writing to the other party of not

less than sixty (60) days prior thereto, unless the Parties agree otherwise.

2.2. Access to County Site(s) and Facilities. County agrees to make available and provide access to County Sites and facilities to Project Staff as necessary for the operation and administration of the System(s) in accordance with the County's administrative and security rules and regulations. County reserves the right to refuse the Consortium Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare and safety or to avoid disruptions to County operations.

2.3. Release of Information to Auditor/Controller. The County acknowledges that the Consortium - Auditor/Controller Agreement sets forth certain procedures for the disclosure of records of the County to the Auditor/Controller and the Executive Director as the Auditor/Controller deems necessary to resolve any funding, invoice, records, accounting or audit related issues, to the extent allowed by law. Therefore, the County agrees to use commercially reasonable efforts to comply with these procedures and, further, shall cooperate with the Consortium and Auditor/Controller in complying with any changes or modifications of these procedures, as may be necessary from time to time.

III. CONSORTIUM

3.1. Compliance with County Rules. The Consortium agrees that all Project or other Consortium activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

3.2. Risk of Loss for Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) herein, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

3.3. Liability to County. The Consortium agrees to be liable for any loss, destruction or damage caused by the Consortium to County

operation or property by Consortium. Upon such loss, destruction of, or damage the County shall notify the Executive Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

3.4. Minimize Project Impact on County's Operations. The Consortium agrees to ensure that Project activities at County Site(s) and facilities shall be done in a manner that will minimize interference with the normal activities and operations of the Member and shall keep County Site(s) and facilities safe, clean and orderly at all times.

3.5. Right to Use System(s) Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System(s) information and Data relating to County that is developed, derived, documented, or furnished by Consortium, upon notification by County to the Executive Director as to the reason for such use of said System(s) information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project, but only as it relates to the County or is Data that is meant for distribution to, or for access by, all Members of the Consortium. To the extent that County requires access to System(s) information and Data relating to another Member(s) of the Consortium, County shall seek permission from such Member(s) and shall enter into all appropriate confidentiality and non-disclosure agreements, if required, and comply with all confidentiality and security requirements of such Member(s). The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to any Consortium's vendors confidential and proprietary information.

3.6. Cooperation with County Risk Management Assessment. The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risk of liability assessment(s) and develop an appropriate risk

of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County's participation in the Consortium.

IV. MUTUAL RESPONSIBILITIES

4.1. Fiscal Responsibilities and Claiming

4.1.1. The Consortium's Auditor-Controller shall act as the fiscal agent for the Consortium and perform accounts payable functions that relate to vendor billings and overall project costs, including Separate Services and hardware and/or Software purchased by the County. The Consortium will invoice each County as agreed for the specific costs incurred in accordance herewith. At a minimum, invoicing will be quarterly, except by mutual agreement.

4.1.2. Unless otherwise agreed upon by the Consortium Executive Director or designee, the County will be responsible for the costs of hardware, and/or Software and associated maintenance for new County Sites or the expansion of existing County Sites, changes in County network models, refresh of existing hardware and/or Software (as deemed necessary by the County), Separate Services requested by the County and other changes the County deems necessary. The County will prepare and submit Advance Planning Documents (APDs) to the State for approval of these items, except as otherwise agreed upon by the Consortium as above, subject to oversight by the Office of System Integration (OSI) or applicable State APD department.

4.1.3. The Consortium will allocate the project budget to each Member and each of the Counties will be required to pay its applicable share of budget, in accordance with Section 4.1.4 hereof and Section 5.02 (Statewide Automated Welfare System Funding Allocations) of the JPA Agreement, at the time and in the manner specified by the Consortium. Such County Project costs will be paid to the Consortium or State as directed by the Consortium. The Consortium will continue to evaluate total Consortium expenditures and budget variances. The annual budget requests and updates will be prepared by the Consortium along with County Personnel.

4.1.4. Administrative Costs (also known as unfunded costs) are costs properly incurred by the Consortium but designated by the

State of California as ineligible for reimbursement to the Consortium by the State, including the County share as determined by the appropriate Cost Allocation Plan to be applied to that cost as approved by the State. On or before April 1st of each year, the Consortium, with the concurrence of the Consortium's Member representatives as defined in Section 2.07 (Quorum; Required Votes; Approvals) of the JPA Agreement, will approve a schedule of Administrative Costs for the upcoming fiscal year (July 1st through June 30th). The Consortium will give County notice of the approved schedule within ten days after such approval.

A. County hereby agrees to contribute to the Consortium its share of Administrative Costs, as determined by the Consortium, in advance pursuant to California Government Code section 6504.

B. County shall also contribute an amount equal to any penalties, fines, finance charges, interest or other costs that may result in the event County's tardy payment(s) result in insufficient funds to pay the Consortium's expenses when due.

4.1.5. If, during the term of this MOU, the County is unable to appropriate sufficient funds, or is otherwise unable to meet its financial obligations under this MOU, and there are no other legal procedures or available funds by or with which such obligations can be met, County shall have the right to terminate this MOU and withdraw its membership from the Consortium effective as of the end of that fiscal year by adoption of a resolution of withdrawal by County's Board of Supervisors, provided that a copy of said resolution has been served on all other Members by May 31st of that fiscal year, as provided for in Section 2.12 (Withdrawal of Member) of the JPA Agreement. Withdrawal under this subsection shall not relieve the County of any financial obligations or liabilities arising prior to the effective date of the withdrawal.

4.2. County Hardware and Software License Purchases.

4.2.1. This section pertains to County hardware and software purchases, initiated by the County that enables the County, to acquire Local Equipment and/or Software through the Consortium and to contribute to the cost of Central Equipment needed for County use. Any applicable terms, conditions, and limitations of any agreements

that provide for such purchases, shall remain applicable.

4.2.2. Unless otherwise agreed by the Executive Director or designee, the County will prepare and submit to the Consortium a change order to request a cost estimate for hardware and/or Software licenses and associated maintenance. This request will identify the number of units of hardware and/or Software licenses anticipated for each County Site. The request will specify any special needs or considerations for the items requested. These special needs may include, but are not limited to, monitor sizes, configurations, ergonomics, specialized software, or color printers. The request will also identify whether the County will install all, some, or none of the items requested and whether the County will provide any ongoing technical support that may be necessary.

4.2.3. Upon receiving a change order request from the County for hardware and/or Software licenses, the Consortium will forward the change order to the Primary Project Vendor for a cost estimate that will be provided in accordance with the procedures in the Consortium agreements with the Primary Project Vendor, including estimates with all appropriate costs for the items specified in the request as well as all other hardware and/or Software licenses and hardware maintenance that is necessary to ensure compliance with Consortium specifications. Such other hardware may include, but is not limited to, network and Central Equipment, such as switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate County Staff following receipt of the estimate from the Primary Project Vendor Staff.

4.2.4. Once the applicable APD is approved, the County will be responsible for providing written approval, from the State, of the cost estimate to the Consortium. The Consortium will not take any steps to authorize the procurement of the hardware and/or Software licenses until such written authorization is provided. Any increases in the cost estimate must also be approved in writing by the County.

4.2.5. The Consortium Staff will authorize the purchase of the hardware and/or Software licenses after approval of the cost estimate from the Member. The Project Staff will ensure that the requested items are ordered in a timely manner and in compliance with the approved cost estimate.

4.2.6. All Local Equipment and hardware procured under this MOU will become County property unless otherwise agreed to by the Executive Director or designee and County. All Software licenses which are purchased by Consortium for use with the System(s) shall be retained by the Consortium and County will be granted permission to use the Software pursuant to such licenses, unless otherwise agreed to by the Executive Director or designee and County. County shall be responsible to Consortium for costs associated with acquisition of Software licenses required for County use which are purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the System Operations and Support Plan (hereafter "SOSP"). If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all hardware in accordance with Consortium procedures and the county network model, unless otherwise agreed to by the Executive Director or designee and Member.

4.2.7. The County will be responsible for the installation of all electrical and data cabling to support any necessary additional hardware at the County Site(s) unless otherwise agreed to by the Executive Director or designee. Electrical cabling will be installed in compliance with the County's current practices for such installations. Data cabling will be installed and tested per the standards identified in the SOSP. Data cabling test results will be provided to the Consortium for their review.

4.2.8. The County will be responsible for the costs associated with the ordering and installation of data circuits between the local County Site(s) and the applicable data centers, unless otherwise agreed by the Executive Director or designee. The County will work with the Primary Project Vendor Staff to ensure that the data circuit is of appropriate bandwidth in accordance with Consortium specifications.

4.2.9. Following the receipt, installation and acceptance of the hardware and/or Software licenses, the County will transfer to the Consortium an amount sufficient to satisfy the Consortium's actual expenditures for the hardware and/or Software licenses based on

invoice documentation provided by the Consortium.

4.3. Separate Services.

4.3.1. The County may, at its sole discretion, prepare and submit to the Consortium a change order to request Separate Services to be performed by the Primary Project Vendor or other project vendors. This request will identify the type(s) of Separate Services sought for each County Site and specify any special needs or considerations for the requested Separate Services. The Consortium, upon receiving a change order request, will forward the change order to the Primary Project Vendor or other project vendors for a cost estimate, including estimates with all appropriate costs for the services specified in the request. The Consortium will also ensure that such services are appropriately related to the System(s). Any applicable terms, conditions, and limitations of any agreements that provide for such services shall remain applicable.

4.3.2. The County and Consortium will ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by the Primary Project Vendor or other project vendors. The County will communicate with the Consortium regarding the progress of the Separate Services and any issues that may affect the Consortium or the System(s).

4.4. Development of Procedures for Acceptance/Rejection of Deliverables. The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables that may need to be reviewed by Member as necessary for the Project.

4.5. Ownership of Accepted Deliverables. The Parties agree that all rights, titles and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) shall not pass to the County except as defined by this MOU or further agreed to in writing.

4.6. Sharing of Business Records. Notwithstanding Section 2.4 (Fiscal Responsibilities and Claiming) herein, and that not otherwise limited/restricted/prohibited by law or applicable privilege, to ensure financial accountability of the Consortium and County, the Parties

agree to cooperate in the disclosure to the other Members all business records, including, but not limited to, certified copies of records of all accounts, funds and monies for the Project.

4.7. Access to Books and Records by Regulatory Agencies.

The Parties agree to maintain and make available for inspection sufficient records, files, documentation that are not otherwise limited/restricted/prohibited by law or applicable privilege, necessary in the case of audit by the State or Federal, or other regulatory agency.

4.8. Dispute Resolution. The Parties agree that the resolution of any dispute between them related to Consortium business, whatsoever, shall be sought through the following procedures:

4.8.1. The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Executive Director and County Director will work in good faith to resolve the dispute. If the Executive Director and County Director cannot resolve the disputed issue (s) within five business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

4.9. No Alteration of JPA. The Parties agree that entering into this MOU or performing as provided hereunder shall not in any way change the obligations, rights or authority of the Parties as set forth in the JPA Agreement establishing the Consortium between the Counties. Should any provision of this MOU conflict with any provision of the JPA Agreement, the provision of the JPA Agreement shall prevail.

4.10. Transfer of Impaired Devices.

4.10.1. Transfer of Impaired Devices.

A. Transfer of Impaired Devices. County conveys, assigns and transfers to Consortium, and Consortium hereby accepts from County, all right, title and interest of County in and to all of the Impaired Devices on the terms and conditions set forth herein. County is responsible for removing all County Purchased Software and Data

prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby authorizes Consortium to remove any and all County Purchased Software and Data if County is unable to remove prior to transfer.

B. Liability for Impaired Devices. Consortium shall be responsible for any liabilities or obligations associated with or related to the Impaired Devices that occur after the Impaired Device transfer date.

4.10.2. Transfer Events.

A. County to Consortium. The transfer of each Impaired Device from County to Consortium shall be effective on an ongoing basis, when Consortium and County execute an equipment transfer.

4.10.3. Disclaimers of Representations and Warranties.

A. County. COUNTY IS TRANSFERRING, ASSIGNING AND CONVEYING THE IMPAIRED DEVICES ON AN "AS IS" BASIS TO CONSORTIUM. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE IMPAIRED DEVICES AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE IMPAIRED DEVICES, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. COUNTY DOES NOT REPRESENT OR WARRANT THAT THE IMPAIRED DEVICES WILL MEET CONSORTIUM'S REQUIREMENTS, OR THAT THE IMPAIRED DEVICES WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

THIS DISCLAIMER IS NOT INTENDED TO VOID ANY WARRANTIES THAT MAY BE AVAILABLE FROM THE MANUFACTURER OR SELLER OF THE IMPAIRED DEVICES, WHICH SHALL PASS TO THE CONSORTIUM AS APPROPRIATE.

B. Manufacturer's Warranties. The disclaimers in

Sections 4.10.3 above notwithstanding, each party assigns to the other party all of the manufacturer's warranties and indemnities relating to the Impaired Devices transferred pursuant to the provisions set forth herein. Such assignment shall take effect upon the applicable transfer date and is subject to all of the terms and conditions imposed by the manufacturers.

4.10.4. Limitations of Liability and Exclusive Remedies.

A. Limitations and Disclaimers of Liability. In no event shall County, Consortium, the Members comprising Consortium, or their contractors, agents, officers, directors, or employees be liable for any losses, expenses, claims or damages of any kind or nature including, but not limited to, direct, indirect, consequential, special or incidental damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business opportunity, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Impaired Devices, any breach of this property transfer by either party, or any other matter hereunder, even if a party has been advised of the possibility of such damages.

B. Exclusive Remedy of Consortium. Consortium acknowledges that County is providing the Impaired Devices as required under applicable state policy and Consortium agrees that Consortium's sole and exclusive remedy for any inability to use an Impaired Device or any other matter under this property transfer shall be that Consortium shall pursue any remedy that has been transferred or assigned by County from the Impaired Device's manufacturer.

4.10.5. Responsibility for Software Licenses.

A. County. County is responsible for removing all County Purchased Software prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby appoints Consortium as County's agent for the sole purpose of removing any County Purchased Software contained on any and all Impaired Devices County transfers to Consortium, if County is unable to remove prior to transfer.

Subject to the provisions of Section 4.2.6 herein, County shall retain all rights and obligations associated with any license to County

Purchased Software contained on any Impaired Device that County transfers to Consortium.

B. Consortium. Consortium shall, acting as agent of the County, remove any and all County Purchased Software from Impaired Devices that Consortium receives from County, if County is unable to remove prior to transfer. Consortium shall not acquire any rights or obligations associated with any license to County Purchased Software contained on any Impaired Device that Consortium receives from County.

4.10.6. Expenses. Each party shall pay their own expenses and fees incidental to the preparation and execution of this property transfer and the obtaining of necessary approvals thereof, including fees and expenses of its counsel, accountants and other experts.

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. The MOU shall commence on September 1, 2017 ("Effective Date") and shall remain in effect so long as the Member is a member of the Consortium, unless terminated as specified herein.

5.2 Condition Precedent-State and Federal Funding. The Parties agree that their respective obligations under this MOU are contingent upon State and Federal financial participation in the Project and the Consortium. In the event that such funds are not forthcoming for any reason, either Party shall notify the other and shall have the right to terminate the MOU.

5.3 Termination of Consortium or County's Consortium Membership. The MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.

5.4 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

5.5 Entire Agreement/Amendments. This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs or other

agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties:

VI. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficient addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Alpine

By:

Terry Woodrow, Chair
Board of Supervisors

Approved As to Form
Alpine County Counsel

By:

David Prentice

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Amador

By:

Richard M. Foster, Chair
Board of Supervisors

Approved As to Form
Amador County Counsel

By:

Gregory Gillott

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Butte

By:

Bill Connelly, Chair
Board of Supervisors

Approved As to Form
Butte County Counsel

By:

Bruce Alpert

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Calaveras

By:

Michael Oliveria, Chair
Board of Supervisors

Approved As to Form
Calaveras County Counsel

By:

Julie Moss-Lewis

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Colusa

By:

Gary J. Evans, Chair
Board of Supervisors

Approved As to Form
Colusa County Counsel

By:

Marcos Kropf

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Del Norte

By:

Chris Howard, Chair
Board of Supervisors

Approved As to Form
Del Norte County Counsel

By:

Elizabeth Cable

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of El Dorado

By:

Shiva Frentzen, Chair
Board of Supervisors

Approved As to Form
El Dorado County Counsel

By:

Michael Ciccozzi

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Glenn

By:

Keith Corum, Chair
Board of Supervisors

Approved As to Form
Glenn County Counsel

By:

Alicia Ekland

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Humboldt

By:

Virginia Bass, Chair
Board of Supervisors

Approved As to Form
Humboldt County Counsel

By:

Blair Angus

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Imperial

By:

Michael W. Kelley, Chair
Board of Supervisors

Approved As to Form
Imperial County Counsel

By:

Katherine Turner

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Inyo

By:

Mark Tillemans, Chair
Board of Supervisors

Approved As to Form
Inyo County Counsel

By:

Marshall Rudolph

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Kern

By:

Zack Scrivner, Chair
Board of Supervisors

Approved As to Form
Kern County Counsel

By:

Bryan Walters

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Kings

By:

Craig Pedersen, Chair
Board of Supervisors

Approved As to Form
Kings County Counsel

By:

Colleen Carlson

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Lake

By:

Jeff Smith, Chair
Board of Supervisors

Approved As to Form
Lake County Counsel

By:

Anita Grant

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Lassen

By:

Aaron Albaugh, Chair
Board of Supervisors

Approved As to Form
Lassen County Counsel

By:

Bob Burns

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Los Angeles

By:

Mark Ridley-Thomas, Chair
Board of Supervisors

Approved As to Form
Los Angeles County Counsel

By:

Truc Moore

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Madera

By:

Max Rodriguez, Chair
Board of Supervisors

Approved As to Form
Madera County Counsel

By:

Dale Bacigalupi

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Marin

By:

Judy Arnold, Chair
Board of Supervisors

Approved As to Form
Marin County Counsel

By:

Jenna Brady

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mariposa

By:

Marshall Long, Chair
Board of Supervisors

Approved As to Form
Mariposa County Counsel

By:

Steven Dahlem

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mendocino

By:

John McCowen, Chair
Board of Supervisors

Approved As to Form
Mendocino County Counsel

By:

Katharine Elliott

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Merced

By:

Daron McDaniel, Chair
Board of Supervisors

Approved As to Form
Merced County Counsel

By:

Claire Lai

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Modoc

By:

Geri Byrne, Chair
Board of Supervisors

Approved As to Form
Modoc County Counsel

By:

Margaret Long

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Mono

By:

Stacy Corless, Chair
Board of Supervisors

Approved As to Form
Mono County Counsel

By:

Stacey Simon

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Monterey

By:

Mary L. Adams, Chair
Board of Supervisors

Approved As to Form
Monterey County Counsel

By:

Anne Brereton

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Napa

By:

Belia Ramos, Chair
Board of Supervisors

Approved As to Form
Napa County Counsel

By:

Susan Altman

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Nevada

By:

Hank Weston, Chair
Board of Supervisors

Approved As to Form
Nevada County Counsel

By:

Scott McLeran

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Plumas

By:

Lori Simpson, Chair
Board of Supervisors

Approved As to Form
Plumas County Counsel

By:

R. Craig Settlemire

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: 10/5/17

Consortium:

California Automated Consortium
Eligibility System

By: Scott Pettygrove
Scott Pettygrove, Chair
Board of Directors

Dated: JUN 20 2017

County:

County of Riverside

By: John F. Favaglione
John F. Favaglione, Chair
Board of Supervisors

Approved As to Form
Riverside County Counsel

By: Neal R. Kipnis 6/1/17
Neal R. Kipnis

Deputy County Counsel

(Title)

ATTEST:
KECIA HARPER-IHEM, Clerk
Attest: By Kecia Harper-Ihem
DEPUTY

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Benito

By:

Jaime De La Cruz, Chair
Board of Supervisors

Approved As to Form
San Benito County Counsel

By:

Irma Valencia

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Bernardino

By:

Robert A. Lovingood, Chair
Board of Supervisors

Approved As to Form
San Bernardino County Counsel

By:

Kristina Robb

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Joaquin

By:

Charles Winn, Chair
Board of Supervisors

Approved As to Form
San Joaquin County Counsel

By:

Kimberly D. Johnson

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By: _____

_____, Chair
Board of Directors

Dated: _____

County:

County of Shasta

By: _____

David Kehoe, Chair
Board of Supervisors

Approved As to Form
Shasta County Counsel

By: _____

Alan Cox

(Title)

Attest: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sierra

By:

Peter W. Huebner, Chair
Board of Supervisors

Approved As to Form
Sierra County Counsel

By:

David Prentice

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Siskiyou

By:

Michael N. Kobseff, Chair
Board of Supervisors

Approved As to Form
Siskiyou County Counsel

By:

Brad W. Sullivan

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Stanislaus

By:

Vito Chiesa, Chair
Board of Supervisors

Approved As to Form
Stanislaus County Counsel

By:

Carrie Stephens

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sutter

By:

Jim Whiteaker, Chair
Board of Supervisors

Approved As to Form
Sutter County Counsel

By:

Jean Jordan

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tehama

By:

Dennis Garton, Chair
Board of Supervisors

Approved As to Form
Tehama County Counsel

By:

Trisha C. Weber

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Trinity

By:

John Fenley, Chair
Board of Supervisors

Approved As to Form
Trinity County Counsel

By:

Margaret Long

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tuolumne

By:

Sherri Brennan, Chair
Board of Supervisors

Approved As to Form
Tuolumne County Counsel

By:

Sarah Carrillo

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:
California Automated Consortium
Eligibility System

By: _____
_____, Chair
Board of Directors

Dated: _____

County:
County of Yuba

By: _____
Randy Fletcher, Chair
Board of Supervisors

Approved As to Form
Yuba County Counsel

By: _____
Angil Morris-Jones

(Title)

Attest: _____

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted: December 1998
First Amended: June 2007
Second Amended: June 2010
Amended and Restated: September 2017

JUN 20 2017

3.31

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made by and among the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba. This joint powers authority shall be referred to as the California Automated Consortium Eligibility System ("Consortium"). This Agreement shall serve to amend and restate the Joint Exercise of Powers Agreement dated December 1998, and any and all amendments thereto, which created the California Statewide Automated Welfare System Consortium IV ("C-IV"), to change the name, and to make other revisions as contained herein.

RECITALS:

WHEREAS, Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California Government Code ("Government Code"), permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, Chapter 4 (commencing with section 10800) of Division 9 of Part 2 of the California Welfare and Institutions Code ("Welfare and Institutions Code"), declares the administration of public social services in each of the several counties of the state to be a county function and responsibility; and

WHEREAS, the County of Los Angeles ("Los Angeles County") formed the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting ("LEADER") consortium, with the LEADER consortium consisting of one of the four county consortia, and Los Angeles County's Department of Public Social Services locally managing the LEADER consortium; and

WHEREAS, the four (4) Counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together in December 1998 to create C-IV, a joint powers authority for the purpose of the design, development, implementation and on-going operation and maintenance of an automated welfare system to be used by each of the four Counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code; and

WHEREAS, the thirty-five (35) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined C-IV in June 2007 for the purpose of implementation of the automated welfare system in each of the thirty-five (35) Counties and on-going operation and maintenance of the automated welfare system ("C-IV System"); and

WHEREAS, in November 2012, Los Angeles County entered into an agreement with Accenture, LLP to implement the LEADER Replacement System ("LRS"), which replaces and integrates the functionality of multiple, disparate legacy systems of Los Angeles County while also streamlining case management of public assistance programs; and

WHEREAS, California Assembly Bill ABX1 16 (2011), as codified in the Welfare and Institutions Code section 10823, requires that the prior thirty-nine (39) C-IV Counties migrate to a system jointly designed by the thirty-nine (39) C-IV Counties and Los Angeles County, and that the migration result in a new consortium composed of the forty (40) counties; and

WHEREAS, Los Angeles County and the thirty-nine (39) C-IV Counties have joined together to form a new consortium, pursuant to this Agreement, which replaces the LEADER and C-IV Consortia in compliance with California Assembly Bill ABX1 16 (2011); and

WHEREAS, the forty (40) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba have determined that the name of the new consortium shall be the California Automated Consortium Eligibility System and the joint system shall be called "CalACES".

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with section 6500) of Chapter 5, Division 7, Title 1 of the Government Code.

"Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.

"Board" means the Board of Directors of the Consortium referred to in Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which shall be the governing body of the Consortium.

"CalACES" means the complete collection of equipment, software, and network(s) for the automated welfare system to be used by all Members upon completion of the migration of the Members from the C-IV System and the LRS.

"Consortium" means the public entity known as the California Automated Consortium Eligibility System established pursuant to Article II of this Agreement.

"Director(s)" means the Member Representative(s) appointed to the Board pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which may include Alternate Board Director(s) acting in their Director's absence.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"Implementation" means the rollout of CalACES to all Members.

"Member" means one of the individual Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba. The State of California is not a Member of this JPA.

"Members" means Member Counties collectively.

"Member Representative" means the person(s) representing each Member pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Project" means the work related to the design, development, implementation, operation, maintenance of the C-IV System, the LRS and CalACES, migration of the Members to CalACES, and all related activities.

"Region" means one of the eight (8) regions as defined in Section III (Regions) of the Bylaws.

"Secretary" means the Secretary of the Consortium appointed pursuant to Section 3.02 (Secretary).

"State" means the State of California.

"State Representative" means the person representing the State pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Treasurer" means the Treasurer of the Consortium appointed pursuant to Section 3.03 (Treasurer).

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF CONSORTIUM

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code, commencing with section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne and Yuba. The forty (40) Counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the design, development, implementation, migration and on-going operation and maintenance of the C-IV System, LRS, and CalACES, which is the automated welfare system to be used by each of the forty (40) Counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code.

Section 2.02. Term. This Agreement first became effective December 1998; the first amendment became effective on June 1, 2007, a second amendment became effective on June 1, 2010, and this third amendment, the Amended and Restated Joint Exercise of Powers Agreement, shall become effective on September 1, 2017 ("Effective Date"). This Agreement shall continue in full force and effect until terminated by mutual consent of the Boards of Supervisors of the Members. The inclusion of additional counties to this Agreement pursuant to Section 2.11 (Addition of New Members) or withdrawal of some, but not all, of the Members pursuant to Section 2.12 (Withdrawal of Member) shall not be deemed a termination of this Agreement.

Section 2.03. Creation of Consortium. Pursuant to the Act, there is hereby created a public entity to be known as the "California Automated Consortium Eligibility System", hereinafter referred to as "Consortium". The Consortium shall be a public entity separate and apart from the Members, consisting of eight (8) Regions as defined in Section III (Regions) of the Bylaws of the Consortium, and shall administer this Agreement.

Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities.

(a) Member Representative:

- (i) With the exception of Los Angeles County, each Member shall be represented by its county Welfare Director, or person holding the equivalent position within that county, unless the Board of Supervisors of the Member appoints one of its board members to serve as the representative (either shall be referred to as "Member Representative"). With respect to Los Angeles County, this Member shall be represented by four (4) Member Representatives, which shall include its county Welfare Director, or person holding the equivalent position within the county, its Children and Family Services Director, or person holding the equivalent position within the county, and two (2) other

persons who hold upper executive management positions in the social services department.

- (ii) Individuals serving as Member Representatives shall serve while they retain their county offices or positions, and shall be deemed to have automatically resigned upon leaving that county office or position. The individual who succeeds in that county office or position on a regular or interim basis shall be automatically deemed the Member Representative. Upon change of title or reclassification of any Member Representative's county office or position, the successor to the county Welfare Director position, or the Children and Family Services Director, if applicable, its equivalent position within the Member county, shall be deemed a replacement for the Member Representative.
- (iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:
 - Receive nomination for appointment to the Board.
 - Serve on workgroups and committees or appoint designees to serve in their place.
 - Recommend items for inclusion for consideration on the Board meeting agenda.
 - Receive notice of Board meetings.
 - Attend Board meetings.
 - Vote on items.

(b) State Representative:

- (i) The State shall have the right to select one person from among the following to serve on the Board as the representative of the State: the Director of the Office of Systems Integration or his/her designee, the Director of the Department of Social Services or his/her designee, or the Director of the Department of Health Care Services or his/her designee. This person shall be identified as the "State Representative." The two other State departments not selected as the State Representative shall retain the right to attend all public sessions of the Board meetings.
- (ii) The State Representative shall retain his or her State position while acting as State Representative.
- (iii) The State Representative shall have a right to:
 - Serve as an Ex Officio member of the Board.
 - Receive notice of Board meetings.
 - Attend Board meetings, excluding closed sessions.
- (iv) The State Representative shall not have a right to vote on items put before the Member Representatives or the Board.

(c) Board of Directors: The Consortium shall be governed and administered by a Board of Directors ("Board") consisting of eleven (11) Directors and one State Representative. The Directors from Regions 1 through 7 shall be selected from the Member Representatives from

their respective Regions, one Director from each Region. Region 8, represented by Los Angeles County, shall have four (4) Directors, who shall be the four (4) Member Representatives from Region 8. For Regions comprised of more than one (1) county, each Director may designate a second Member Representative from within the Region to serve as an alternate Director ("Alternate Board Director"). For Regions comprised of only one (1) county, each Director may designate a county employee who holds an upper management position immediately below the county Welfare Director, or Children and Family Services Director, if applicable, within that Region to serve as an Alternate Board Director. Alternate Board Directors may only act in their Director's absence and shall exercise all rights and privileges of a Director.

Any recommended changes to the Board structure are subject to Section 7.03 (Amendments).

(d) Appointments to the Board of Directors:

- (i) No person shall hold the position of more than one (1) Director. Each Director and the State Representative shall serve for a term of one (1) year with terms running concurrent with the Fiscal Year.
- (ii) Regions 1 through 7 will each appoint one (1) Director to serve on the Board. Region 8 will appoint four (4) Directors to serve on the Board. For Regions comprised of more than one county, these regions will nominate one or more candidates to serve on the Board. One Director from each Region will be elected by a majority vote of the Member Representatives for that Region who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals). No Member Representative shall be elected to hold the Director position unless he or she accepts the nomination from his or her Region.
- (iii) Each Region shall notify the Secretary of their appointed Director(s) at least fourteen (14) days before the start of the next Fiscal Year. The Secretary will notify the Board of each Region's Director(s) at the first Board meeting of each Fiscal Year.
- (iv) The State shall notify the Secretary of the person it has selected to be the State Representative before the start of the next Fiscal Year. The Secretary will notify the Board of the State's selection for the State Representative at the first Board meeting of each Fiscal Year.

Section 2.05. Meetings of the Board; the Member Representatives.

(a) Regular Meetings:

- (i) **Board.** The Board shall hold regular meetings. They shall hold at least one regular meeting each quarter of every Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (ii) **Member Representatives.** The Member Representatives shall hold regular meetings. They shall hold at least two regular meetings each Fiscal Year. The procedure for the

setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

- (b) **Special Meetings:** Special meetings of the Board, and of the Member Representatives, shall be called in accordance with the provisions of the Ralph M. Brown Act ("Brown Act"), section 54956 of the Government Code.
- (c) **Call, Notice and Conduct of Meetings:** All meetings of the Board, and of the Member Representatives, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act (section 54950 et seq. of the Government Code).

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Member Representatives, and shall, as soon as possible after each meeting, cause a copy of the preliminary minutes to be forwarded to each Member Representative. The preliminary minutes will then be included at the next meeting of the Board or the Member Representatives, for approval by the respective bodies.

Section 2.07. Quorum; Required Votes; Approvals.

- (a) **Board:** At least six (6) of the Directors or Alternate Board Directors from Regions 1 through 8, which must include two (2) Directors or Alternate Board Directors from Region 8, shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The State Representative's attendance or non-attendance at any meeting shall have no effect on quorum. The affirmative votes of at least six (6) of the seated Directors from Regions 1 through 8, which must include two (2) affirmative votes from Directors or Alternate Board Directors from Region 8, shall be required to take any action by the Board.

Notwithstanding the preceding paragraph, the following provisions shall apply:

- (i) **Member Representatives Concurrence.** Recommended changes to this Agreement or to Memorandums of Understandings between the Consortium and the Members require the concurrence of the Member Representatives and may not be referred to Dispute Resolution. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.
- (ii) **Dispute Resolution.** Four (4) Directors or Alternate Board Directors from Regions 1 through 7 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Region 8, or three (3) Directors or Alternate Board Directors from Region 8 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Regions 1 through 7, resulting in a blocked vote ("Blocked Vote"). Upon a request for dispute resolution, the Board shall promptly select a neutral person ("Neutral") who is identified with the assistance of the Consortium's legal advisor, to facilitate the resolution of the Blocked Vote through good faith negotiation, or through making a final and binding decision in favor of or against the Consortium action subject to the Blocked Vote in the event that resolution

is not reached through negotiation. In the event that the Board is unable to agree on the selection of the Neutral, the Consortium's legal advisor shall provide a list of five (5) qualified persons from which the Neutral will be chosen. The Directors or Alternate Directors from Regions 1 through 7, acting jointly, and the Directors or Alternate Directors from Region 8, acting jointly, will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Neutral. Any person selected as a Neutral hereunder shall be an attorney at law, or a retired judge, having practiced in the State for at least five (5) years. The preference is that the list of qualified persons shall not include a person having a principal place of business located within any Member county, and shall not have been employed by, contracted with, or received any payment or reimbursement from any Member within one (1) year prior to his or her selection. In the event one or more qualified persons having a principal place of business from outside the Member counties cannot be identified or agreed upon, the Directors may consider and select a qualified Neutral having a principal place of business within a Member county, but such Neutral shall not have been employed by, contracted with, or received any payment or reimbursement from any Member within one (1) year prior to his or her selection. The Neutral selected in accordance with this section is hereby designated as the person to administer and execute this Agreement pursuant to Government Code section 6506 for the limited purpose of resolving the Blocked Vote through negotiation or a final and binding decision as provided herein. Regions 1 through 7 shall select two (2) Directors or Alternate Board Directors to represent those Regions, and Region 8 shall select two (2) of its Directors or Alternate Board Directors to represent Region 8. Negotiations shall be commenced by notice being delivered by the Directors or Alternate Board Directors requesting dispute resolution to the other remaining Directors or Alternate Board Directors. The four (4) Directors or Alternate Board Directors selected to participate in the dispute resolution are obligated to meet within ten (10) business days after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Blocked Vote. If the matter has not been resolved within 45 days of the initiating notice, or if the parties fail to meet within ten (10) business days, the Neutral shall make a final and binding decision in favor of or against the Consortium action subject to the Blocked Vote, and the Board shall promptly take any Board action necessary to implement the Neutral's decision regarding the Blocked Vote. Any Member may bring an action to enforce the provisions of this section.

(b) Member Representatives: The presence of forty percent (40%) of the Member Representatives shall constitute a quorum for the transaction of business, which must include at least two (2) Member Representatives from Region 8, except that less than a quorum may adjourn from time to time. The State Representative's attendance or non-attendance shall have no effect on quorum. The affirmative votes of at least a majority of the Member Representatives present at any meeting at which a quorum is present shall be required to take any action by the Members, which must include at least two (2) affirmative votes from the Member Representatives present from Region 8.

(i) Dispute Resolution: Except as provided in Section 2.07(a)(i) (Member Representatives Concurrence) above, a majority of the Member Representatives from

Regions 1 through 7, or three (3) of the Member Representatives from Region 8, may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Region 8, or the minimum number of affirmative votes from Regions 1 through 7, resulting in a blocked vote ("Blocked General Membership Vote"). Upon a request for dispute resolution, the matter shall be referred to the Board who shall promptly select a Neutral in the manner set forth in Section 2.07(a)(ii) (Dispute Resolution) above, with the qualifications, powers, and duties set forth in that section. The Member Representatives from Regions 1 through 7 shall select three (3) Member Representatives to represent Regions 1 through 7, and Region 8 shall select three (3) Member Representatives from Region 8 to represent Region 8. Negotiations shall be commenced by notice being delivered by the Member Representatives requesting dispute resolution to the other remaining Member Representatives. The six (6) Member Representatives selected to participate in the dispute resolution are obligated to meet within ten (10) business days after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Blocked General Membership Vote. If the matter has not been resolved within 45 days of the initiating notice, or if the parties fail to meet within ten (10) business days, the Neutral shall make a final and binding decision in favor of or against the Consortium action subject to the Blocked General Membership Vote and all the Member Representatives agree to be bound by the Neutral's decision and shall promptly take any General Membership action necessary to implement the Neutral's decision regarding the Blocked General Membership Vote. Any Member may bring an action to enforce the provisions of this section.

Section 2.08. Bylaws. The Board, by a two-thirds (2/3) affirmative vote of the Directors from Regions 1 through 8, which must include two (2) votes of the Directors from Region 8, and with the concurrence of the Members as set forth in the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals), shall adopt or amend, from time to time, Bylaws for the conduct of business, and as are necessary for the purposes hereof. The Board may also adopt, from time to time, additional resolutions, rules, regulations, and policies for the conduct of its business, and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

Section 2.09. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. The Bylaws shall further provide for the presentation and content of the budget.

Section 2.10. Annual Operational and Fiscal Report. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member Representative.

Section 2.11. Addition of New Members. Any county in the State that is not a Member and desires to become a Member shall submit a written request to the Board. The Board may approve the request in accordance with the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals). All new Members are subject to the approval of two-thirds (2/3) of the Boards of Supervisors of the Members, which approval may be granted by adoption of a resolution. Upon approval by the Board and two-thirds (2/3) of the Boards of Supervisors of the Members, the county desiring to be a Member shall execute an amendment to this Agreement adding it as

a new Member. The Agreement shall be deemed amended to reflect the addition of the new Member upon execution of the amendment by the new Member.

Section 2.12. Withdrawal of Member. Any Member may withdraw from the Consortium and terminate its participation in this Agreement at the end of any Fiscal Year by adoption of a resolution of withdrawal by the Board of Supervisors of the withdrawing Member, provided that a copy of said resolution has been served on all Members by May 31st of that Fiscal Year. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Board shall elect from among its Directors, a Chair and Vice-Chair position. Each officer shall serve for a term of one (1) year. The Chair shall preside over Board and Member Representatives' meetings, sign all contracts on behalf of the Consortium, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed on the Board in the Bylaws. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws provide otherwise. Elections for such officers shall be held each year with terms running concurrent with the Fiscal Year.

Section 3.02. Secretary. The Board shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, unless the Bylaws of the Consortium provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to section 6503.5 of the Act and section 53051 of the Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Brown Act. The Board shall further provide for the duties and responsibilities of the Secretary in the Bylaws.

Section 3.03. Treasurer. Pursuant to section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of the Consortium. The Treasurer shall be the depository, shall have custody of all of the money of the Consortium from whatever source, and shall have the duties and obligations of Treasurer as set forth in sections 6505 and 6505.5 of the Act. As provided in section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Consortium". As further provided in section 6505.5 of the Act, the San Bernardino County Board of Supervisors shall determine charges to be made against the Consortium for the services of the treasurer and auditor or controller.

Section 3.04. Officers in Charge of Records, Funds and Accounts. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts,

funds and money of the Consortium and all records of the Consortium relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Consortium.

Section 3.05. Legal Advisor. The Board shall select the legal advisor and counsel to the Consortium, as provided for in Section VII (Questions of Law) in the Bylaws.

Section 3.06. Other Employees. The Board shall have the power by adoption of Bylaws to appoint and employ such other employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

Section 3.07. Officers and Employees of the Consortium. As provided in section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Consortium to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members. The State Representative may not hold any office or position within Consortium.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Consortium shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 (Purpose) of this Agreement. As provided in the Act, the Consortium shall be a public entity separate from the Members.

Section 4.02. Specific Powers. The Consortium is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;
- (e) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;

(f) to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the Government Code; and

(g) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

Section 4.04. Obligations of Consortium. Except as otherwise agreed to in Section 6.03 (Member's Liability for Negligence of its Employees and Contractors), the debts, liabilities and obligations of the Consortium shall not be the debts, liabilities and obligations of the Members.

ARTICLE V

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 5.01. Contributions. The Members may make contributions from their treasuries for the purpose set forth in Section 2.01 (Purpose), make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6504 of the Act are hereby incorporated into this Agreement by reference.

Section 5.02. Statewide Automated Welfare System Funding Allocations. Each Member hereby agrees to contribute to the Consortium its funding allocation as defined in Welfare and Institutions Code section 10824 for the purposes stated in Section 2.01 (Purpose) herein and hereby agrees to further contribute to the Consortium any county matches as required in Section 10824, or any successor statute.

Section 5.03. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of the Consortium shall be divided among the Members proportional to that Member's overall welfare caseload as provided in Welfare and Institutions Code section 10824 and any successor statute and new welfare programs, except that any Member contributions provided under Section 5.01 (Contributions) herein shall be returned to the contributing Member. The State Representative is not eligible for such distributions.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.01. Consortium Indemnification of Members. The Consortium shall indemnify, defend and hold harmless each of the Members, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Consortium's acts, errors or omissions and for any costs or expenses incurred by the

Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 6.02. Member Indemnification. Pursuant to the provisions of Government Code section 895 et seq., and except as provided in Section 6.01 (Consortium Indemnification of Members) herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 6.03. Member's Liability for Negligence of its Employees and Contractors.

Except as to Member county personnel dedicated to the Consortium on a "full time basis," as this term may be defined by further agreement between the Member and the Consortium, Member agrees to be individually liable for the negligence and willful misconduct of its employees, agents and contractors, including Member county personnel contributed to the Consortium on a part-time or ad hoc basis. As to Member county personnel contributed to the Consortium on a full time basis, Member county agrees to be jointly liable in the same proportion as the Member county's proportional share of the overall caseload of the Member county as provided in Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the Member accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

Section 6.04. Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Consortium.

Section 6.05. Third Party Beneficiaries. This Agreement and the obligations thereto are not intended to benefit any party other than its Members, except as expressly provided otherwise therein. No entity not a signatory to the Agreement shall have any rights or causes of action against any party to the Agreement as a result of that party's performance or non-performance under the Agreement, except as expressly stated in the Agreement.

Section 6.06. Debts, Liabilities and Obligations.

- (a) All debts, liabilities and obligations of C-IV incurred prior to the Effective Date of this Agreement shall remain the sole responsibility of the thirty-nine (39) C-IV Counties and shall be allocated and paid in accordance with the agreed terms in effect prior to the Effective Date of this Agreement. The debts, liabilities and obligations of C-IV and each of the thirty nine (39) C-IV Counties incurred prior to the Effective Date of this Agreement shall not be allocated to Los Angeles County, unless otherwise expressly agreed to.
- (b) All debts, liabilities and obligations of Los Angeles County shall remain the sole responsibility of Los Angeles County. The debts, liabilities and obligations of Los Angeles County shall not be allocated to the thirty-nine (39) C-IV Counties, unless otherwise expressly agreed to.
- (c) All debts, liabilities and obligations of each Member shall remain the individual responsibility of the Member, unless otherwise expressly agreed to.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. Notices. Notices hereunder shall be in writing, and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid

Alpine County	Director Health & Human Services Department County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador County	Director Department of Social Services County of Amador 10877 Conductor Blvd. Sutter Creek, CA 95685
Butte County	Director Department of Employment and Social Services County of Butte P.O. Box 1649 Oroville, CA 95965
Calaveras	Director Health & Human Services Agency County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701
Colusa	Director Department of Health & Human Services County of Colusa 251 E. Webster Street Colusa, Ca 95932
Del Norte	Director Department of Health & Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531
El Dorado	Director Department of Health and Human Services Agency County of El Dorado 3057 Briw Road, Ste. A Placerville, CA 95667
Glenn	Director Health and Human Services Agency County of Glenn P.O. Box 611 Willows, CA 95988

Humboldt	Director Department of Health & Human Services County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial	Director Department of Social Services County of Imperial 2995 South 4 th Street, Suite 105 El Centro, CA 92243
Inyo	Director Department of Health & Human Services County of Inyo 163 May Street Bishop, CA 93514
Kern	Director Department of Human Services County of Kern P.O. Box 511 Bakersfield, Ca 93302
Kings	Director Human Services Agency County of Kings Kings County Government Center 1400 W. Lacey Blvd., #8 Hanford, CA 93230
Lake	Director Department of Social Services County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen	Director Community Social Services Department County of Lassen P.O. Box 1359 Susanville, CA 96130
Los Angeles	Director Department of Public Social Services County of Los Angeles 12860 Crossroads Parkway South City of Industry, CA 91746-3411
Madera	Director Department of Social Services County of Madera P.O. Box 569 Madera, CA 93639

Marin	Director Health & Human Services Department County of Marin 20 N. San Pedro Road, Suite 2002 San Rafael, Ca 94903
Mariposa	Director Human Services Department County of Mariposa P.O. Box 99 Mariposa, CA 95339
Mendocino	Director, Department of Social Services County of Mendocino 747 S. State Street Ukiah, CA 95482
Merced	Director Human Services Agency County of Merced P.O. Box 112 Merced, CA 95341-0112
Modoc	Director Department of Social Services County of Modoc 120 North Main Street Alturas, CA 96101
Mono	Director Department of Social Services County of Mono P.O. Box 2969 Mammoth Lakes, CA 93546
Monterey	Director Department of Social and Employment Services County of Monterey 1000 S. Main Street, Suite 301 Salinas, CA 93901
Napa	Director Health & Human Services Agency County of Napa 2261 Elm Street Napa, CA 94559-3721
Nevada	Director Health & Human Services Agency County of Nevada P.O. Box 1210 Nevada City, CA 95959

Plumas	Director Department of Social Services & Public Guardian County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971
Riverside	Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
San Benito	Director Health & Human Services Agency County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95203
San Bernardino	Director Human Services Agency County of San Bernardino 385 N. Arrowhead Ave, 5 th Floor San Bernardino, CA 92415-0128
San Joaquin	Director Human Services Agency County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
Shasta	Director Health & Human Services Agency County of Shasta 2650 Breslauer Way Redding, CA 96001
Sierra	Director Department of Human Services County of Sierra P.O. Box 1019 Loyalton, CA 96118
Siskiyou	Director Health & Human Services Agency County of Siskiyou 2060 Campus Drive Yreka, CA 96097
Stanislaus	Director Community Services Agency County of Stanislaus P.O. Box 42 Modesto, CA 95353-0042

Sutter	Director Human Services Department County of Sutter P.O. Box 1535 Yuba City, CA 95992
Tehama	Director Department of Social Services County of Tehama P.O. Box 1515 Red Bluff, CA 96080
Trinity	Director Health & Human Services Department County of Trinity P.O. Box 1470 Weaverville, CA 96093-1470
Tuolumne	Director Department of Social Services County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Yuba	Director Health & Human Services Department County of Yuba P.O. Box 2320 Marysville, CA 95901
Consortium	Two Notices Required: Consortium's Legal Advisor as identified in the Bylaws AND Consortium's Secretary

The Members and Consortium may change the above addresses for notice purposes by written notification as provided above to each of the other Members and the Consortium. Meeting notices and general correspondence may be served electronically.

Section 7.02. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 7.03. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of two-thirds (2/3) of the Boards of Supervisors of the Members hereto, which must include the mutual agreement of the Board of Supervisors from Los Angeles County.

Section 7.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 7.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 7.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF ALPINE

Approved As to Form
ALPINE COUNTY COUNSEL

By: _____
Terry Woodrow, Chair
Board of Supervisors

By: _____
David Prentice

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF AMADOR

Approved As to Form
AMADOR COUNTY COUNSEL

By: _____
Richard M. Foster, Chair
Board of Supervisors

By: _____
Gregory Gillott

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF BUTTE

Approved As to Form
BUTTE COUNTY COUNSEL

By: _____
Bill Connelly, Chair
Board of Supervisors

By: _____
Bruce Alpert

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF CALAVERAS

Approved As to Form
CALAVERAS COUNTY COUNSEL

By: _____
Michael Oliveria, Chair
Board of Supervisors

By: _____
Julie Moss-Lewis

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF COLUSA

Approved As to Form
COLUSA COUNTY COUNSEL

By: _____
Gary J. Evans, Chair
Board of Supervisors

By: _____
Marcos Kropf

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF DEL NORTE

Approved As to Form
DEL NORTE COUNTY COUNSEL

By: _____
Chris Howard, Chair
Board of Supervisors

By: _____
Elizabeth Cable

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF EI DORADO

Approved As to Form
EI DORADO COUNTY COUNSEL

By: _____
Shiva Frentzen, Chair
Board of Supervisors

By: _____
Michael Ciccozzi

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF GLENN

Approved As to Form
GLENN COUNTY COUNSEL

By: _____
Keith Corum, Chair
Board of Supervisors

By: _____
Alicia Ekland

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF HUMBOLDT

Approved As to Form
HUMBOLDT COUNTY COUNSEL

By: _____
Virginia Bass, Chair
Board of Supervisors

By: _____
Blair Angus

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF IMPERIAL

Approved As to Form
IMPERIAL COUNTY COUNSEL

By: _____
Michael W. Kelley, Chair
Board of Supervisors

By: _____
Katherine Turner

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF INYO

Approved As to Form
INYO COUNTY COUNSEL

By: _____
Mark Tillemans, Chair
Board of Supervisors

By: _____
Marshall Rudolph

Date: _____

(Title)

Attest:

Date: _____

By: _____

- IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF KERN

Approved As to Form
KERN COUNTY COUNSEL

By: _____
Zack Scrivner, Chair
Board of Supervisors

By: _____
Bryan Walters

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF KINGS

Approved As to Form
KINGS COUNTY COUNSEL

By: _____
Craig Pedersen, Chair
Board of Supervisors

By: _____
Colleen Carlson

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LAKE

Approved As to Form
LAKE COUNTY COUNSEL

By: _____
Jeff Smith, Chair
Board of Supervisors

By: _____
Anita Grant

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LASSEN

Approved As to Form
LASSEN COUNTY COUNSEL

By: _____
Aaron Albaugh, Chair
Board of Supervisors

By: _____
Bob Burns

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LOS ANGELES

Approved As to Form
LOS ANGELES COUNTY COUNSEL

By: _____
Mark Ridley-Thomas, Chair
Board of Supervisors

By: _____
Truc Moore

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MADERA

Approved As to Form
MADERA COUNTY COUNSEL

By: _____
Max Rodriquez, Chair
Board of Supervisors

By: _____
Dale Bacigalupi

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MARIN

Approved As to Form
MARIN COUNTY COUNSEL

By: _____
Judy Arnold, Chair
Board of Supervisors

By: _____
Jenna Brady

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MARIPOSA

Approved As to Form
MARIPOSA COUNTY COUNSEL

By: _____
Marshall Long, Chair
Board of Supervisors

By: _____
Steven Dahlem

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MENDOCINO

Approved As to Form
MENDOCINO COUNTY COUNSEL

By: _____
John McCowen, Chair
Board of Supervisors

By: _____
Katharine Elliott

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MERCED

Approved As to Form
MERCED COUNTY COUNSEL

By: _____
Daron McDaniel, Chair
Board of Supervisors

By: _____
Claire Lai

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MODOC

Approved As to Form
MODOC COUNTY COUNSEL

By: _____
Geri Byrne, Chair
Board of Supervisors

By: _____
Margaret Long

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONO

Approved As to Form
MONO COUNTY COUNSEL

By: _____
Stacy Corless, Chair
Board of Supervisors

By: _____
Stacey Simon

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONTEREY

Approved As to Form
MONTEREY COUNTY COUNSEL

By: _____
Mary L. Adams, Chair
Board of Supervisors

By: _____
Anne Brereton

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF NAPA

Approved As to Form
NAPA COUNTY COUNSEL

By: _____
Belia Ramos, Chair
Board of Supervisors

By: _____
Susan Altman

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF NEVADA

Approved As to Form
NEVADA COUNTY COUNSEL

By: _____
Hank Weston, Chair
Board of Supervisors

By: _____
Scott McLeran

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF PLUMAS

Approved As to Form
PLUMAS COUNTY COUNSEL

By: _____
Lori Simpson, Chair
Board of Supervisors

By: _____
R. Craig Settlemire

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF RIVERSIDE

By: 

John F. Tavaglione, Chair
Board of Supervisors

Date: JUN 20 2017

Attest:

By: _____

Approved As to Form
RIVERSIDE COUNTY COUNSEL

By: 

Neal R. Kipnis

Deputy County Counsel
(Title)

Date: 6/20/17

ATTEST:

KECIA HARPER-IHEM, Clerk

By: 

DEPUTY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN BENITO

Approved As to Form
SAN BENITO COUNTY COUNSEL

By: _____
Jaime De La Cruz, Chair
Board of Supervisors

By: _____
Irma Valencia

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN BERNARDINO

Approved As to Form
SAN BERNARDINO COUNTY COUNSEL

By: _____
Robert A. Lovingood, Chair
Board of Supervisors

By: _____
Kristina Robb

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN JOAQUIN

Approved As to Form
SAN JOAQUIN COUNTY COUNSEL

By: _____
Charles Winn, Chair
Board of Supervisors

By: _____
Kimberly D. Johnson

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SHASTA

Approved As to Form
SHASTA COUNTY COUNSEL

By: _____
David Kehoe, Chair
Board of Supervisors

By: _____
Alan Cox

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SIERRA

Approved As to Form
SIERRA COUNTY COUNSEL

By: _____
Peter W. Huebner, Chair
Board of Supervisors

By: _____
David Prentice

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SISKIYOU

Approved As to Form
SISKIYOU COUNTY COUNSEL

By: _____
Michael N. Kobseff, Chair
Board of Supervisors

By: _____
Brad W. Sullivan

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF STANISLAUS

Approved As to Form
STANISLAUS COUNTY COUNSEL

By: _____
Vito Chiesa, Chair
Board of Supervisors

By: _____
Carrie Stephens

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SUTTER

Approved As to Form
SUTTER COUNTY COUNSEL

By: _____
Jim Whiteaker, Chair
Board of Supervisors

By: _____
Jean Jordan

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized; and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TEHAMA

Approved As to Form
TEHAMA COUNTY COUNSEL

By: _____
Dennis Garton, Chair
Board of Supervisors

By: _____
Trisha C. Weber

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TRINITY

Approved As to Form
TRINITY COUNTY COUNSEL

By: _____
John Fenley, Chair
Board of Supervisors

By: _____
Margaret Long

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TUOLUMNE

Approved As to Form
TUOLUMNE COUNTY COUNSEL

By: _____
Sherri Brennan, Chair
Board of Supervisors

By: _____
Sarah Carrillo

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF YUBA

Approved As to Form
YUBA COUNTY COUNSEL

By: _____
Randy Fletcher, Chair
Board of Supervisors

By: _____
Angil Morris-Jones

Date: _____

(Title)

Attest:

Date: _____

By: _____