

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of April 17, 2007**

AGENDA TITLE: Joint Exercise of Powers Agreement and Memorandum of Understanding Between the California Statewide Automated Welfare System Consortium IV and the County of El Dorado

DEPARTMENT: Human Services/Social Services

DEPT SIGNOFF:

CAO USE ONLY: 3/28

CONTACT: John Litwinovich

John Litwinovich

C. Laura Schwartz

DATE: 3/23/2007

PHONE: X7275

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

Recommendations:

Human Services, Social Services Division recommends that the Board:

- 1) Approve a nonfinancial and perpetual Joint Exercise of Powers Agreement ("JPA") and Memorandum of Understanding ("MOU") between the California Statewide Automated Welfare System Consortium IV ("C-IV") and the County of El Dorado ("County"). The JPA and MOU delineate the areas of understanding and agreement between C-IV and County relative to the implementation and ongoing operation of the mandated Statewide Automated Welfare System.
- 2) Authorize Chairman to execute said Joint Exercise of Powers Agreement and Memorandum of Understanding.

CAO RECOMMENDATIONS: *Recommend approval. Laura S. Gill 4/4/07*

Financial impact? () Yes (X) No

Funding Source: () Gen Fund () Other

BUDGET SUMMARY:

Other:

CAO Office Use Only:

| | |
|----------------------------------|-----------------|
| Total Est. Cost | \$0.00 |
| Funding | |
| Budgeted | |
| New Funding | _____ \$0.00 |
| Savings | _____ \$0.00 |
| Other | _____ \$0.00 |
| Total Funding | |
| Change in Net County Cost | _____ \$0.00 |

4/5's Vote Required () Yes (X) No
 Change in Policy () Yes (X) No
 New Personnel () Yes (X) No

CONCURRENCES:

Risk Management _____
 County Counsel _____
 Other _____

***Explain** Nonfinancial JPA and MOU

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



**EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES**

John Litwinovich
Director

March 21, 2007

El Dorado County Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Members of the Board:

Title: Joint Exercise of Powers Agreement and Memorandum of Understanding Between the California Statewide Automated Welfare System Consortium IV and the County of El Dorado

Recommendations:

Human Services, Social Services Division recommends that the Board:

- 1) Approve a nonfinancial and perpetual Joint Exercise of Powers Agreement ("JPA") and Memorandum of Understanding ("MOU") between the California Statewide Automated Welfare System Consortium IV ("C-IV") and the County of El Dorado ("County"). The JPA and MOU delineate the areas of understanding and agreement between C-IV and County relative to the implementation and ongoing operation of the mandated Statewide Automated Welfare System.
- 2) Authorize Chairman to execute said Joint Exercise of Powers Agreement and Memorandum of Understanding.

Reasons for Recommendations:

The 1995 State Budget Act facilitated the formation of up to four (4) county consortia to design an automated welfare system in order to achieve a statewide automated welfare system. The purpose of the consortia was to design, develop, operate and maintain a system that would support the business requirements for the administration of certain public assistance programs for the Consortia counties through the provision of State and Federal funding as provided under California Welfare and Institutions Code section 10823, et. seq.

The Interim Statewide Automated Welfare System ("ISAWS") Consortium was established in December 1998 to oversee the use of the ISAWS system by thirty-five (35) California counties, including El Dorado County. The ISAWS Consortium entered into a System Agreement with Accenture, LLP ("Accenture") in December 1998 for the design, development, implementation and on-going operation and maintenance of ISAWS. On July 15, 2003 El Dorado County's Board of Supervisors entered into and approved an MOU and bylaws with the ISAWS Consortium, which provided a formal structure for the ongoing operation of the ISAWS Consortium while also approving the System Agreement with Accenture. The ISAWS Consortium project is expected to terminate in 2010 and, as a result, all ISAWS Consortium Counties are required to join the California Statewide Automated Welfare System Consortium IV, which will assume the role and duties of the ISAWS Consortium, prior to termination of the current ISAWS Consortium project.

The California Statewide Automated Welfare System Consortium IV Joint Exercise of Powers Agreement ("JPA") formally creates the public entity known as the "California Statewide Automated Welfare System Consortium IV" ("C-IV"). The JPA's purpose is to exercise such powers for the design, development, implementation and on-going operation and maintenance of an automated welfare system to be used by migrating California Consortium counties. The JPA shall become effective June 1, 2007, or when it has been approved by the Boards of Supervisors of all of the Members, whichever occurs last. The C-IV Consortium is State-supervised and participation is mandatory.

On February 28, 2001, the Consortium IV and Accenture entered into a revised System Agreement for the design, development, implementation and on-going operation and maintenance of the C-IV system. The purpose of the MOU is to delineate the areas of understanding and agreement between the C-IV and the County with regards to the System Agreement and other areas of mutual interest in the fulfillment of the Consortium IV's purpose. It is conditioned on the C-IV entering into the same MOU with the other thirty-five (35) migrating member counties of the ISAWS Consortium.

The County officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Department of Human Services. County Counsel and Risk Management have approved the Agreement. A copy is on file with the Board Clerk.

Fiscal Impact:

There is no fiscal impact.

Net County Cost:

No change in the net county cost.

Action To Be Taken Following Approval:

Board Clerk to:

- 1) The Board Clerk will forward four (4) copies each of the executed Joint Exercise Powers of Agreement and Memorandum of Understanding and one (1) Minute Order to the Department of Human Services, Social Services.
- 2) Human Services, Social Services will forward the executed Joint Exercise Powers of Agreement and Memorandum of Understanding to the Consortium C-IV.

Sincerely,



John Litwinovich
Director of Human Services

DATE 2-26-07

ATTORNEY ELK

DEPT./INDEX NO. 53000

BY: KR

PLEASE RUSH

CONTRACT ROUTING SHEET

Date Prepared: February 16, 2007

Need Date: March 19, 2007

PROCESSING DEPARTMENT:

Department: Human Services/Social Services

CONTRACTOR:

Name: Consortium IV c/o San Bernardino County Counsel, Counsel for Consortium IV, 385 N. Arrowhead Avenue, 4th Floor, San Bernardino, CA 92415 and Secretary, Consortium IV, 11290 Pyrites Way, Suite 150, Rancho Cordova, CA 95670-4481

Dept. Contact: DeAnn Schott

Phone #: X7268

Department: _____

Head Signature: 

John Litwinovich

Address: See above

Phone: 916/851-3218

CONTRACTING DEPARTMENT: Human Services

Service Requested: Design, development, implementation and ongoing operation and maintenance of an automated welfare system.

Contract Term: Perpetual Contract Value: \$-0-

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 2-23-07 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 2/27/07 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

2007 FEB 27 PM 4:51

DATE 2-26-07

ATTORNEY ELK

PLEASE RUSH

D'PT./INDEX NO. 530100

BY: Ym

CONTRACT ROUTING SHEET

Date Prepared: February 16, 2007

Need Date: March 19, 2007

PROCESSING DEPARTMENT:

Department: Human Services/Social Services

CONTRACTOR:

Name: Consortium IV c/o San Bernardino County Counsel, Counsel for Consortium IV, 385 N. Arrowhead Avenue, 4th Floor, San Bernardino, CA 92415 and Secretary, Consortium IV, 11290 Pyrites Way, Suite 150, Rancho Cordova, CA 95670-4481

Dept. Contact: DeAnn Schott

Phone #: X7268

Department

Head Signature: 
John Litwinovich

Address: See above

Phone: 916/851-3218

CONTRACTING DEPARTMENT: Human Services

Service Requested: Delineate the areas of understanding and agreement between the Consortium and the County with regards to the System Agreement and other areas of mutual interests in the fulfillment of the Consortium's purpose.

Contract Term: Perpetual Contract Value: \$-0-

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: 2-23-07 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

2007 FEB 27 PM 4:51

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: _____ Date: 2/27/07 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM CONSORTIUM IV AND THE COUNTY OF EL DORADO

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the California Statewide Automated Welfare System Consortium IV (hereafter "Consortium"), a Joint Powers Authority, and the County of El Dorado (hereafter "County"), an incoming Member of the Consortium (hereafter, collectively, "the Parties").

INTRODUCTION

The purpose of the Consortium is to design, develop, operate and maintain an automated system (hereinafter "the C-IV System") to support the business requirements for the administration of certain public assistance programs for the Consortium counties (hereafter "Counties") through the provision of State and Federal funding as provided under California Welfare and Institutions Code section 10823, et. seq.

On December 15, 1998, the Consortium issued a Solicitation of Proposal ("SOP"), seeking vendors to obtain the necessary services and materials for the new automated system. After review and evaluation of responses to the SOP, Accenture, LLP, (formerly Andersen Consulting, LLP) was selected by the Consortium to provide the new automated system.

On February 28, 2001, the Consortium and Accenture entered into a revised System Agreement (hereafter "System Agreement") for the provision of equipment, software and services by Accenture to the Consortium and each of the Counties as necessary for the design, development, implementation and on-going operation and maintenance of the C-IV System. The System Agreement further sets forth the requirements and obligations of the Consortium and the Counties as necessary for the timely and efficient performance of Accenture under the System Agreement.

The County using the computer system known as the Interim Statewide Automated Welfare System ("ISAWS") desires to replace the ISAWS with the C-IV System.

The Consortium desires Accenture to design, develop and implement application software modifications to the C-IV System to benefit the County and other migrating counties as well as the original Consortium counties.

The purpose of this MOU is to delineate the areas of understanding and agreement between the Consortium and the County with regards to the System Agreement and other areas of mutual interests in the fulfillment of the Consortium's purpose; and is conditioned on the Consortium entering into the same MOU with the other migrating member Counties of the Consortium.

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:

1.1 "Accenture Staff": Employees, contractors and agents of Accenture dedicated to the Project.

1.2 "Consortium/Controller Agreement": Is that agreement between the Consortium and its Controller, San Bernardino County's Auditor/Controller, executed on about May 24, 2000, and any amendments thereto, that sets forth certain services, and the compensation for same, to be rendered by the Controller on behalf of the Consortium.

1.3 "Consortium Staff": Employees, contractors and agents, including employees contributed to the project by Member Counties, of the Consortium.

1.4 "Consortium's Treasurer": The San Bernardino County Auditor/Controller responsible for the depository, disbursements and accountability of all the accounts, funds and money and all records relating thereto.

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

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

1.7 "County Project Manager": That person responsible for day to day oversight of the Project on behalf of the County.

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

1.9 "Data": The Consortium and County records, files, forms, and other information that will be processed on the new automatic system developed and implemented by the Project.

1.10 "Deliverables": Products, including, but not limited to equipment and software, provided to the Consortium and the County pursuant to the System Agreement or otherwise necessary to the Project.

1.11 "Federal and State Financial Participation": The Federal and State of California's share of funding of the Project.

1.12 "Network": The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the Project.

1.13 "Project": The planned undertaking regarding the subject matter of the System Agreement and the activities of the parties thereto.

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

1.15 "Project Staff": Accenture Staff, Consortium Staff, and County Personnel performing task(s) necessary to the Project.

1.16 "Service Agreement": Those agreements between the Consortium and First Data Government Solutions Inc., formerly "GovConnect", (hereinafter "FDGS") executed on or about August 31, 2000, December 2, 2004 and any assigned contracts under which FDGS provides migration planning services and quality assurance, validation and verification services of the C-IV System.

1.17 "System": The complete collection of the equipment, software and Network provided by Accenture and accepted by the Consortium pursuant to the System Agreement.

1.18 "Work Plan": The plan and delineation of tasks, activities and events to be performed, Deliverables to be produced and associated resource requirements with regard to the Project as accepted and agreed, subject to modification from time to time, by Accenture and the Consortium.

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 System Agreement, Work Plan or as otherwise necessary to Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision may be subject to the oversight of the Consortium as to the schedule and manner of Project task(s) performed; however, in no case shall such oversight alter existing terms or conditions of employment, contract or other legal relationship between County Personnel and County.

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 implementation, operation and administration of the C-IV System in accord 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 County's Liability for Negligence of its Employees and Contractors.

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

2.4 Release of Information to Controller The County acknowledges that the Consortium Auditor Agreement sets forth certain procedures for the disclosure of records of the County to the Controller and the Project Director as the Controller deems necessary to resolve any funding, invoice, records, accounting or audit related Project issues. Therefore, the County agrees to the best of its abilities to comply with these procedures and, further, shall cooperate with the Consortium and Controller in instituting acceptable 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 Project Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.1, 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 Project 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 County and shall keep County Site(s) and facilities safe, clean and orderly at all times.

3.5 Right to Use System Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System information and Data developed, derived, documented, or furnished by Consortium upon notification by

County to the Project Director as to the use of said System 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. 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 Consortium's contractor's Confidential 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 adequate risks of liability assessment(s) and develop an appropriate risks of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County.

IV. MUTUAL RESPONSIBILITIES

4.1 Development of Procedures for Acceptance/Rejection of Deliverables. The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables by County as necessary for the System Agreement, Work Plan or as otherwise necessary to the Project.

4.2 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 4.1, shall not pass to the County except as further agreed in writing.

4.3 Sharing of Business Records. Notwithstanding Section 2.4, to ensure financial accountability of the Project by Consortium and County, the Parties agree to cooperate in the disclose to the other Member Counties all business records, including, but not limited to, certified copies of records of all accounts, funds and moneys for the Project.

4.4 Access to Books and Records by Regulatory Agencies. The Parties agree to maintain and make available for inspection sufficient records, files and documentation necessary in the case of audit by the State or Federal, or other regulatory agency.

4.5 Dispute Resolution. The Parties agree that the resolution of any dispute between them related to the Project, what so ever, shall be sought through the following procedures:

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 Project Director and County Project Manager (or the County's designee) shall each notify the other of the dispute, with the notice specifying the disputed issue(s).

The Project Director and County Project Manager (or the County's designee) shall use their reasonable best efforts to resolve the dispute within five (5) business days of submission by either party to the other of such dispute Notice.

If the Project Director and the County Project Manager (or the County's designee) 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.

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

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. The MOU shall commence upon that date when executed by the Parties and the same MOU is executed between the Consortium and the other comprising member Counties of the Consortium and shall remain in effect a for one year period, and shall continue in effect for successive one (1) year periods, unless terminated as specified herein below.

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. In the event that such funds are not forthcoming for any reason, the Consortium shall immediately notify the County and the County 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.

Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement for the County of El Dorado is John Litwinovich, Director, Department of Human Services, or successor.

IN WITNESS WHEREOF, the Parties hereto have caused this 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: _____

County of El Dorado

By: _____
Helen Baumann, Chair
County of El Dorado Board of Supervisors

Dated: _____

Consortium

By: _____
Linda Haugan, Chair
C-IV Board of Directors

ORIGINAL

**CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM
CONSORTIUM IV**

JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted: December 1998
First Amended: June 2007

CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM CONSORTIUM IV

FIRST AMENDED

JOINT EXERCISE OF POWERS AGREEMENT

TABLE OF CONTENTS

RECITALS 1

ARTICLE I – DEFINITIONS 2
 Section 1.01 – Definitions 2

**ARTICLE II – GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND
OPERATION OF CONSORTIUM IV..... 3**
 Section 2.01 – Purpose..... 3
 Section 2.02 – Term..... 3
 Section 2.03 – Creation of Consortium IV..... 3
 Section 2.04 – Member Representation; Board of Directors; Appointing Authorities ... 3
 Section 2.05 – Meetings of the Board; the Members 5
 Section 2.06 – Minutes..... 5
 Section 2.07 – Quorum; Required Votes; Approvals..... 5
 Section 2.08 – Bylaws 6
 Section 2.09 – Annual Budget..... 6
 Section 2.10 – Annual Operational and Fiscal Report 6
 Section 2.11 – Addition of New Members 6
 Section 2.12 – Withdrawal of Member 6

ARTICLE III – OFFICER AND EMPLOYEES 6
 Section 3.01 – Chair and Vice-Chair 6
 Section 3.02 – Secretary 7
 Section 3.03 – Treasurer..... 7
 Section 3.04 – Officers in Charge of Records, Funds and Accounts 7
 Section 3.05 – Legal Advisor 7
 Section 3.06 – Other Employees 7
 Section 3.07 – Officers and Employees of the Consortium IV 8

ARTICLE IV – POWERS 8
 Section 4.01 – General Powers 8
 Section 4.02 – Specific Powers..... 9
 Section 4.03 – Restrictions on Powers..... 9
 Section 4.04 – Obligations of Consortium IV 9

| | |
|--|-----------|
| ARTICLE V – CONTRIBUTIONS, ASSETS, AND DISTRIBUTION UPON TERMINATION... | 9 |
| Section 5.01 – Contributions | 9 |
| Section 5.02 – Statewide Automated Welfare system Funding Allocations | 9 |
| Section 5.03 – Distribution of Assets upon Termination | 9 |
| ARTICLE VI – INDEMNIFICATION & INSURANCE | 9 |
| Section 6.01 – Consortium IV Indemnification of Members | 9 |
| Section 6.02 – Member Indemnification..... | 9 |
| Section 6.03 – Insurance | 10 |
| Section 6.04 – Third Party Beneficiaries | 10 |
| ARTICLE VII – MISCELLANEOUS PROVISIONS..... | 10 |
| Section 7.01 – Notices | 10 |
| Section 7.02 – Law Governing | 14 |
| Section 7.03 – Amendments | 15 |
| Section 7.04 – Severability..... | 15 |
| Section 7.05 - Successors | 15 |
| Section 7.06 – Section Headings | 15 |
| Section 7.07 – Multiple Counterparts | 15 |

**CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM CONSORTIUM IV
JOINT EXERCISE OF POWERS AGREEMENT
FIRST AMENDED**

**FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION AND ON-GOING OPERATION
AND MAINTENANCE OF AN AUTOMATED WELFARE SYSTEM**

THIS AGREEMENT is by and among the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, 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.

RECITALS:

WHEREAS, Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California 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, 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, Chapter 4.1 (commencing with section 10815) of Division 9 of Part 2 of the California Welfare and Institutions Code, requires the State Department of Social Services to ensure the efficient, effective, and equitable administration of specified public assistance programs by implementing a statewide automated welfare system through no more than four county consortia; and

WHEREAS, the four (4) Counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together to create 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 desire to join the joint powers authority 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.

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, 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 California Government Code.

“Agreement” means this Joint Exercise of Powers Agreement.

“Board” means the Board of Directors of the Consortium IV referred to in Section 2.04, which shall be the governing body of the Consortium IV.

“Consortium IV” or “C-IV” means the public entity known as the California Statewide Automated Welfare System Consortium IV established pursuant to Article II of this Agreement.

“Directors” means the Member representatives appointed to the Board pursuant to Section 2.04.

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

“Implementation” means Rollout of the System to all Member Counties.

“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, 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.

“Members” means Member Counties collectively.

“Secretary” means the Secretary of the Consortium IV appointed pursuant to Section 3.02.

“Small Counties” means a member of the County Welfare Director’s Association of California (CWDA) Twenty Small Counties Committee.

“State” means the State of California.

“Treasurer” means the Treasurer of the Consortium IV appointed pursuant to Section 3.03.

INTENTIONALLY LEFT BLANK

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF CONSORTIUM IV

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 of the State of California, 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, 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 thirty-nine (39) 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 and on-going operation and maintenance of an automated welfare system to be used by each of the thirty-nine (39) 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 shall become effective on June 1, 2007, or when it has been approved by the Boards of Supervisors of all the Members, whichever occurs last, except that San Joaquin County may join Consortium-IV upon approval by its Board of Supervisors and the Boards of Supervisors of Merced, Riverside, San Bernardino and Stanislaus counties. 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 or withdrawal of some, but not all, of the Members pursuant to Section 2.12 shall not be deemed a termination of this Agreement.

Section 2.03. Creation of Consortium IV. Pursuant to the Act, there is hereby created a public entity to be known as the "California Statewide Automated Welfare System Consortium IV", hereinafter referred to as "Consortium IV", or "C-IV". The Consortium IV shall be a public entity separate and apart from the Members, and shall administer this Agreement.

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

(a) Member Representative:

- (i) 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 Member Representative.
- (ii) Individuals serving as Member Representatives shall serve while they retain their above-entitled County offices and shall be deemed to have automatically resigned upon leaving that County office. The individual who succeeds in that County Office 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, the successor to the County Welfare Director position, or its equivalent

position within the Member County, shall be deemed a replacement representative for the Member.

- (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.
 - Recommend items for the Board meeting agenda.
 - Receive notice of Board meetings.
 - Attend Board meetings.
- (b) **Board of Directors:** The Consortium IV shall be governed and administered by a Board of Directors consisting of seven (7) Directors, unless and until such number is changed by amendment of this Agreement in which case the number of Directors shall not exceed nine (9). The Directors shall be the Member Representatives from Merced, Riverside, San Bernardino, and Stanislaus; one (1) Member Representative from Category "A"; one (1) Member Representative from Category "B"; and one (1) Member Representative from the ISAWS Consortium Executive Board.

Notwithstanding the above, the Member Representatives shall reconsider the composition of the Board following Implementation. Any recommended changes to the Board structure are subject to Section 7.03.

(c) **Appointments to the Board:**

- (i) No person shall be appointed to hold the position of more than one (1) Director. Each appointed Director shall serve for a term of two (2) years with terms running concurrent with the Consortium IV's Fiscal Year.
- (ii) Categories "A" and "B" are hereby established as follows and the Directors from these categories will be nominated by the Member Representatives from the respective categories and appointed by a majority vote of the Member Representatives present at a meeting of the Members held pursuant to Section 2.07:
- **Category "A" [Small Counties]:** Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lake, Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, San Benito, Sierra, Siskiyou, Tehama, Trinity, and Tuolumne.
 - **Category "B":** Butte, El Dorado, Humboldt, Imperial, Kern, Kings, Madera, Marin, Mendocino, Monterey, Napa, San Joaquin, Shasta, Sutter, and Yuba.
- (iii) The Director from the ISAWS Consortium Executive Board will be appointed by a majority vote of the members of the ISAWS Consortium Executive Board. This position will become a Member-at-Large position following Implementation and may

be filled by any Member Representative appointed by a majority vote of the Member Representatives. The initial Member-at-Large appointment shall be made at the first meeting of the Members subsequent to Implementation.

Section 2.05. Meetings of the Board; the Members.

(a) Regular Meetings:

- (i) **Board.** The Board of Directors of the Consortium IV shall provide for its regular meetings. However, it shall hold at least one regular meeting each quarter of every year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (ii) **Members.** The Consortium IV Members shall provide for its regular meetings. However, it shall hold at least two regular meetings each 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 Members, may be called in accordance with the provisions of section 54956 of the California Government Code.

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

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Members, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member Representative.

Section 2.07. Quorum; Required Votes; Approvals.

(a) Board: A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors shall be required to take any action by the Board.

Notwithstanding the preceding paragraph, the following provisions shall apply:

- (i) **Supermajority Vote.** Ten (10) percent of the Members can require the affirmative vote of five (5) of the Directors to take action on any item with notice to the Secretary in advance of the meeting in which the vote is to be taken.
- (ii) **Member Concurrence.** Recommended changes to this Agreement or to Memorandums of Understandings between the Consortium IV and the Members require the concurrence of the Members. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.

(b) **Members:** The presence of forty percent (40%) of the Members Representatives shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. 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.

Section 2.08. Bylaws. The Board by a two-thirds (2/3) vote, with the concurrence of the Members as set forth in the voting provisions of Section 2.07, shall adopt, from time to time, Bylaws for the conduct of business and as are necessary for the purposes hereof. The Board may 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. 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 new Member shall execute an amendment to this Agreement adding the additional County 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 IV 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 December 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-Chairs. The Board of Directors shall elect from among its members, a Chair and a First and Second Vice-Chair. During Implementation, the Chair and First Vice-Chair shall be elected from among the following Members: Merced, Riverside, San Bernardino, and Stanislaus. The Second Vice-Chair position shall be elected from one of the three (3) remaining Directors. Each such officer shall serve for a term of one (1) year. The Chair shall sign all contracts on behalf of the Consortium IV, except as otherwise set forth in

this Agreement, and shall perform such other duties as may be imposed by the Board in the Bylaws. The First Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws of the Consortium IV provide otherwise. The duties of the Second Vice-Chair shall be set forth in the Bylaws. At the first regular election following Implementation, the positions of First and Second Vice-Chair shall be merged into a single Vice Chair position and the Board shall elect a Chair and a Vice-Chair from among its seven (7) members.

Elections for such officers shall be held each year with terms running concurrent with the Consortium IV's Fiscal Year.

Section 3.02. Secretary. The Board of Directors 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 IV 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 California Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Ralph M. Brown Act (section 54950 et seq. of the California Government Code). 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 IV. The Treasurer shall be the depository, shall have custody of all of the money of the Consortium IV 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 [Consortium IV]". 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 IV] for the services of the treasurer and auditor."

Section 3.04. Officers in Charge of Records, Funds and Accounts. Pursuant to sections 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Consortium IV and all records of the Consortium IV relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Consortium IV.

Section 3.05. Legal Advisor. The San Bernardino County Counsel shall serve as legal advisor and counsel to the Consortium IV.

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 IV. 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 IV 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 Counties or, by reason of their employment by the Board, to be subject to any of the requirements of the Members.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Consortium IV 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, of this Agreement. As provided in the Act, the Consortium IV shall be a public entity separate from the Members.

Section 4.02. Specific Powers. The Consortium IV 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 IV, as the Consortium IV determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the California 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 IV. The debts, liabilities and obligations of the Consortium IV 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, 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 6512 of the Act are hereby incorporated into this Agreement by reference.

Section 5.02. Statewide Automated Welfare System Funding Allocations. Each Member County hereby agrees to contribute to the Consortium IV its funding allocation as defined in California Welfare and Institutions Code section 10824 for the purposes stated in Section 2.01 herein and hereby agrees to further contribute to the Consortium IV 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 IV 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 herein shall be returned to the contributing Member.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.01. Consortium IV Indemnification of Members. The Consortium IV 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 IV'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 California Government Code section 895 et seq., and except as provided in Section 6.01 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. 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 IV.

Section 6.04. 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.

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 in to the U.S. mail, first class, postage prepaid:

| | |
|------------------|--|
| Alpine County | Director County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120 |
| Amador County | Agency Director County of Amador 1003 Broadway Jackson, CA 95642 |
| Butte County | Welfare Director & Public Guardian/Public Administrator County of Butte P.O. Box 1649 Oroville, CA 95965 |
| Calaveras County | Director County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701 |
| Colusa County | Director County of Colusa 251 E. Webster Street Colusa, CA 95932 |
| Del Norte County | Director County of Del Norte 880 Northcrest Drive Crescent City, CA 95531 |

| | |
|-------------------------|---|
| El Dorado County | Director County of El Dorado 3057 Briw Road Placerville, CA 95667 |
| Glenn County | Director County of Glenn P.O. Box 611 Willows, CA 95988 |
| Humboldt County | Director County of Humboldt 929 Koster Street Eureka, CA 95501 |
| Imperial County | Director County of Imperial 2995 S. Fourth Street #105 El Centro, CA 92243 |
| Inyo County | Director County of Inyo Drawer A Independence, CA 93526 |
| Kern County | Director County of Kern P.O. Box 511 Bakersfield, CA 93302 |
| Kings County | Director County of Kings Kings County Government Center 1200 South Drive Hanford, CA 93230 |
| Lake County | Director County of Lake P.O. Box 9000 Lower Lake, CA 95457 |
| Lassen County | Director Social Services, County of Lassen P.O. Box 1359 Susanville, CA 96130 |

| | |
|-------------------------|---|
| Madera County | Director Department of Social Services 700 E. Yosemite Avenue Madera, CA 93638 |
| Marin County | Director County of Marin 20 N. San Pedro Road, Suite 2028 San Rafael, CA 94903 |
| Mariposa County | Director County of Mariposa 5186 Highway 49 North Mariposa, CA 95338 |
| Mendocino County | Director Health and Human Services Agency Social Services Branch P.O. Box 1060 Ukiah, CA 95482 |
| Merced County | Director Human Services Agency P.O. Box 112 Merced, CA 95341-0112 |
| Modoc County | Director County of Modoc 120 North Main Street Alturas, CA 96101 |
| Mono County | Director County of Mono P.O. Box 576 Bridgeport, CA 93517 |
| Monterey County | Director County of Monterey 1000 South Main Street, Suite 209-A Salinas, CA 93901 |
| Napa County | Director County of Napa 2261 Elm Street Napa, CA 94559-3721 |

| | |
|------------------------------|---|
| Nevada County | Agency Director County of Nevada P.O. Box 1210 Nevada City, CA 95959 |
| Plumas County | Director County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971 |
| Riverside County | Riverside County Director of DPSS County of Riverside DPSS Administration 4060 County Circle Drive Riverside, CA 92503 |
| San Benito County | Director County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95023 |
| San Bernardino County | Assistant County Administrator County of San Bernardino 385 N. Arrowhead Avenue, Fifth Floor San Bernardino, CA 92415-0128 |
| San Joaquin County | Director County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006 |
| Shasta County | Director County of Shasta P.O. Box 496005 Redding, CA 96049-6005 |
| Sierra County | Director County of Sierra P.O. Box 1019 Loyalton, CA 90118 |
| Siskiyou County | Director County of Siskiyou 818 South Main Street Yreka, CA 96097 |

| | |
|--------------------------|---|
| Stanislaus County | Chief Executive Officer County of Stanislaus 1100 "H" Street, 2nd Floor Modesto, CA 95354 |
| Sutter County | Welfare Director County of Sutter P.O. Box 1535 Yuba City, CA 95992 |
| Tehama County | Director County of Tehama P.O. Box 1515 Red Bluff, CA 96080 |
| Trinity County | Director Health and Human Services, County of Trinity P.O. Box 1470 Weaverville, CA 96093-1470 |
| Tuolumne County | Welfare Director County of Tuolumne 20075 Cedar Road North Sonora, CA 95370 |
| Yuba County | Director Health and Human Services Dept. P.O. Box 2320 Marysville, CA 95901 |
| Consortium IV: | Two notices are required: Consortium IV c/o San Bernardino County Counsel Counsel for Consortium IV 385 North Arrowhead Avenue, 4th Floor San Bernardino, CA 92415 Secretary Consortium IV 11290 Pyrites Way, Suite 150 Rancho Cordova, CA 95670-4481 |

The Members and Consortium IV may change the above addresses for notice purposes by written notification as provided above to each of the other Members and the Consortium IV. Said change of address shall be filed with the Consortium IV's Bylaws. 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.

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: _____
Gunter Kizer, Chair
Board of Supervisors

By: _____
Martin Fine
Social Services contact

Date: _____

Date: _____

COUNTY OF AMADOR

Approved As To Form
AMADOR COUNTY COUNSEL

By: _____
Richard Vinson, Chair
Board of Supervisors

By: _____
John Hahn
County Counsel

Date: _____

Date: _____

COUNTY OF BUTTE

Approved As To Form
BUTTE COUNTY COUNSEL

By: _____
Curt Josiassen, Chair
Board of Supervisors

By: _____
Dave McClain
Assistant County Counsel

Date: _____

Date: _____

COUNTY OF CALAVERAS

Approved As To Form
CALAVERAS COUNTY COUNSEL

By: _____
Bill Claudino, Chair
Board of Supervisors

By: _____
James C. Jones
County Counsel

Date: _____

Date: _____

COUNTY OF COLUSA

Approved As To Form
COLUSA COUNTY COUNSEL

By: _____
Christine Scofield, Chair
Board of Supervisors

By: _____
Georgia Stearns
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF DEL NORTE

Approved As To Form
DEL NORTE COUNTY COUNSEL

By: _____
Martha McClure, Chair
Board of Supervisors

By: _____
Robert N. Black
County Counsel

Date: _____

Date: _____

COUNTY OF EL DORADO *

Approved As To Form
EL DORADO COUNTY COUNSEL

By: _____
Helen K. Baumann, Chair
Board of Supervisors

By: _____
Ed Knapp
Ed Knapp
County Counsel

Date: _____

Date: _____

*The El Dorado County Officer or employee with responsibility for administering this Agreement for the County of El Dorado is John Litwinovich, Director, Department of Human Services, or successor.

COUNTY OF GLENN

Approved As To Form
GLENN COUNTY COUNSEL

By: _____
Keith Hansen, Chair
Board of Supervisors

By: _____
Thomas C. Agin
County Counsel

Date: _____

Date: _____

COUNTY OF HUMBOLDT

Approved As To Form
HUMBOLDT COUNTY COUNSEL

By: _____
Bonnie Neely, Chair
Board of Supervisors

By: _____
Joyce Stigter
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF IMPERIAL

Approved As To Form
IMPERIAL COUNTY COUNSEL

By: _____
Victor M. Carrillo, Chair
Board of Supervisors

By: _____
Gustavo Roman
Senior Deputy County Counsel

Date: _____

Date: _____

COUNTY OF INYO

Approved As To Form
INYO COUNTY COUNSEL

By: _____
Susan Cash, Chair
Board of Supervisors

By: _____
Suzanne Parsons
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF KERN

Approved As To Form
KERN COUNTY COUNSEL

By: _____
Barbara Patrick, Chair
Board of Supervisors

By: _____
Martin Lee
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF KINGS

Approved As To Form
KINGS COUNTY COUNSEL

By: _____
Tony Olivera, Chair
Board of Supervisors

By: _____
Peter D. Mock
County Counsel

Date: _____

Date: _____

COUNTY OF LAKE

Approved As To Form
LAKE COUNTY COUNSEL

By: _____
Ed Robey, Jr., Chair
Board of Supervisors

By: _____
Anita L. Grant
County Counsel

Date: _____

Date: _____

COUNTY OF LASSEN

Approved As To Form
LASSEN COUNTY COUNSEL

By: _____
Robert Pyle, Chair
Board of Supervisors

By: _____
R. Craig Settlemire
County Counsel

Date: _____

Date: _____

COUNTY OF MADERA

Approved As To Form
MADERA COUNTY COUNSEL

By: _____
Frank Bigelow, Chair
Board of Supervisors

By: _____
David Prentice
County Counsel

Date: _____

Date: _____

COUNTY OF MARIN

Approved As To Form
MARIN COUNTY COUNSEL

By: _____
Steve Kinsey, President
Board of Supervisors

By: _____
Mari-Ann Gibbs Rivers
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF MARIPOSA

Approved As To Form
MARIPOSA COUNTY COUNSEL

By: _____
Lee Stetson, Chair
Board of Supervisors

By: _____
Thomas P. Guarino
County Counsel

Date: _____

Date: _____

COUNTY OF MENDOCINO

Approved As To Form
MENDOCINO COUNTY COUNSEL

By: _____
Kendall Smith, Chair
Board of Supervisors

By: _____
Jeanine Nadel
County Counsel

Date: _____

Date: _____

COUNTY OF MERCED

Approved As To Form
MERCED COUNTY COUNSEL

By: _____
John Pedroza, Chair
Board of Supervisors

By: _____
James Fincher
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF MODOC

Approved As To Form
MODOC COUNTY COUNSEL

By: _____
David Bradshaw, Chair
Board of Supervisors

By: _____
Pauline Cravens
Director, Social Services

Date: _____

Date: _____

COUNTY OF MONO

Approved As To Form
MONO COUNTY COUNSEL

By: _____
Byng Hunt, Chair
Board of Supervisors

By: _____
Allen Berry
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF MONTEREY

Approved As To Form
MONTEREY COUNTY COUNSEL

By: _____
Jerry Smith, Chair
Board of Supervisors

By: _____
Allen Bidwell
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF NAPA

Approved As To Form
NAPA COUNTY COUNSEL

By: _____
Bill Dodd, Chair
Board of Supervisors

By: _____
Robert Westmeyer
County Counsel

Date: _____

Date: _____

COUNTY OF NEVADA

Approved As To Form
NEVADA COUNTY COUNSEL

By: _____
Nate Beason, Chair
Board of Supervisors

By: _____
Robert Shulman
County Counsel

Date: _____

Date: _____

COUNTY OF PLUMAS

Approved As To Form
PLUMAS COUNTY COUNSEL

By: _____
Robert Meacher, Chair
Board of Supervisors

By: _____
Brian L. Morris
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF RIVERSIDE

Approved As To Form
RIVERSIDE COUNTY COUNSEL

By: _____
John Tavaglione, Chair
Board of Supervisors

By: _____
Robert Pepper
Principal Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SAN BENITO

Approved As To Form
SAN BENITO COUNTY COUNSEL

By: _____
Pat Loe, Chair
Board of Supervisors

By: _____
Irma Valencia
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SAN BERNARDINO

Approved As To Form
SAN BERNARDINO COUNTY COUNSEL

By: _____
Bill Postmus, Chair
Board of Supervisors

By: _____
Julie Surber
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SAN JOAQUIN

Approved As To Form
SAN JOAQUIN COUNTY COUNSEL

By: _____
Victor Mow, Chair
Board of Supervisors

By: _____
Gil Gutierrez
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SHASTA

Approved As To Form
SHASTA COUNTY COUNSEL

By: _____
Mark Cibula, Chair
Board of Supervisors

By: _____
James R. Ross
Senior Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SIERRA

Approved As To Form
SIERRA COUNTY COUNSEL

By: _____
Arnold Gutman, Chair
Board of Supervisors

By: _____
James A. Curtis
County Counsel

Date: _____

Date: _____

COUNTY OF SISKIYOU

Approved As To Form
SISKIYOU COUNTY COUNSEL

By: _____
Marcia Armstrong, Chair
Board of Supervisors

By: _____
Frank DiMarco
County Counsel

Date: _____

Date: _____

COUNTY OF STANISLAUS

Approved As To Form
STANISLAUS COUNTY COUNSEL

By: _____
Raymond C. Simon, Chair
Board of Supervisors

By: _____
Carrie M. Stephens
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SUTTER

Approved As To Form
SUTTER COUNTY COUNSEL

By: _____
Larry E. Munger, Chair
Board of Supervisors

By: _____
Janet Bender
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF TEHAMA

Approved As To Form
TEHAMA COUNTY COUNSEL

By: _____
Ron Warner, Chair
Board of Supervisors

By: _____
Arthur Wylene
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF TRINITY

Approved As To Form
TRINITY COUNTY COUNSEL

By: _____
William Chambers, Chair
Board of Supervisors

By: _____
Jeanette Palla
County Counsel

Date: _____

Date: _____

COUNTY OF TUOLUMNE

Approved As To Form
TUOLUMNE COUNTY COUNSEL

By: _____
Liz Bass, Chair
Board of Supervisors

By: _____
Gregory Oliver
County Counsel

Date: _____

Date: _____

COUNTY OF YUBA

Approved As To Form
YUBA COUNTY COUNSEL

By: _____
Donald Schrader, Chair
Board of Supervisors

By: _____
Pat Garamone
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF GLENN

Approved As To Form
GLENN COUNTY COUNSEL

By: _____
Keith Hansen, Chair
Board of Supervisors

By: _____
Thomas C. Agin
County Counsel

Date: _____

Date: _____

COUNTY OF HUMBOLDT

Approved As To Form
HUMBOLDT COUNTY COUNSEL

By: _____
Bonnie Neely, Chair
Board of Supervisors

By: _____
Joyce Stigter
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF IMPERIAL

Approved As To Form
IMPERIAL COUNTY COUNSEL

By: _____
Victor M. Carrillo, Chair
Board of Supervisors

By: _____
Gustavo Roman
Senior Deputy County Counsel

Date: _____

Date: _____

COUNTY OF INYO

Approved As To Form
INYO COUNTY COUNSEL

By: _____
Susan Cash, Chair
Board of Supervisors

By: _____
Suzanne Parsons
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF KERN

Approved As To Form
KERN COUNTY COUNSEL

By: _____
Barbara Patrick, Chair
Board of Supervisors

By: _____
Martin Lee
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF KINGS

Approved As To Form
KINGS COUNTY COUNSEL

By: _____
Tony Olivera, Chair
Board of Supervisors

By: _____
Peter D. Mock
County Counsel

Date: _____

Date: _____

COUNTY OF LAKE

Approved As To Form
LAKE COUNTY COUNSEL

By: _____
Ed Robey, Jr., Chair
Board of Supervisors

By: _____
Anita L. Grant
County Counsel

Date: _____

Date: _____

COUNTY OF LASSEN

Approved As To Form
LASSEN COUNTY COUNSEL

By: _____
Robert Pyle, Chair
Board of Supervisors

By: _____
R. Craig Settlemire
County Counsel

Date: _____

Date: _____

COUNTY OF MADERA

Approved As To Form
MADERA COUNTY COUNSEL

By: _____
Frank Bigelow, Chair
Board of Supervisors

By: _____
David Prentice
County Counsel

Date: _____

Date: _____

COUNTY OF MARIN

Approved As To Form
MARIN COUNTY COUNSEL

By: _____
Steve Kinsey, President
Board of Supervisors

By: _____
Mari-Ann Gibbs Rivers
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF MARIPOSA

Approved As To Form
MARIPOSA COUNTY COUNSEL

By: _____
Lee Stetson, Chair
Board of Supervisors

By: _____
Thomas P. Guarino
County Counsel

Date: _____

Date: _____

COUNTY OF MENDOCINO

Approved As To Form
MENDOCINO COUNTY COUNSEL

By: _____
Kendall Smith, Chair
Board of Supervisors

By: _____
Jeanine Nadel
County Counsel

Date: _____

Date: _____

COUNTY OF MERCED

Approved As To Form
MERCED COUNTY COUNSEL

By: _____
John Pedroza, Chair
Board of Supervisors

By: _____
James Fincher
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF MODOC

Approved As To Form
MODOC COUNTY COUNSEL

By: _____
David Bradshaw, Chair
Board of Supervisors

By: _____
Pauline Cravens
Director, Social Services

Date: _____

Date: _____

COUNTY OF MONO

Approved As To Form
MONO COUNTY COUNSEL

By: _____
Byng Hunt, Chair
Board of Supervisors

By: _____
Allen Berry
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF MONTEREY

Approved As To Form
MONTEREY COUNTY COUNSEL

By: _____
Jerry Smith, Chair
Board of Supervisors

By: _____
Allen Bidwell
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF NAPA

Approved As To Form
NAPA COUNTY COUNSEL

By: _____
Bill Dodd, Chair
Board of Supervisors

By: _____
Robert Westmeyer
County Counsel

Date: _____

Date: _____

COUNTY OF NEVADA

Approved As To Form
NEVADA COUNTY COUNSEL

By: _____
Nate Beason, Chair
Board of Supervisors

By: _____
Robert Shulman
County Counsel

Date: _____

Date: _____

COUNTY OF PLUMAS

Approved As To Form
PLUMAS COUNTY COUNSEL

By: _____
Robert Meacher, Chair
Board of Supervisors

By: _____
Brian L. Morris
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF RIVERSIDE

Approved As To Form
RIVERSIDE COUNTY COUNSEL

By: _____
John Tavaglione, Chair
Board of Supervisors

By: _____
Robert Pepper
Principal Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SAN BENITO

Approved As To Form
SAN BENITO COUNTY COUNSEL

By: _____
Pat Loe, Chair
Board of Supervisors

By: _____
Irma Valencia
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SAN BERNARDINO

Approved As To Form
SAN BERNARDINO COUNTY COUNSEL

By: _____
Bill Postmus, Chair
Board of Supervisors

By: _____
Julie Surber
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SAN JOAQUIN

Approved As To Form
SAN JOAQUIN COUNTY COUNSEL

By: _____
Victor Mow, Chair
Board of Supervisors

By: _____
Gil Gutierrez
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SHASTA

Approved As To Form
SHASTA COUNTY COUNSEL

By: _____
Mark Cibula, Chair
Board of Supervisors

By: _____
James R. Ross
Senior Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SIERRA

Approved As To Form
SIERRA COUNTY COUNSEL

By: _____
Arnold Gutman, Chair
Board of Supervisors

By: _____
James A. Curtis
County Counsel

Date: _____

Date: _____

COUNTY OF SISKIYOU

Approved As To Form
SISKIYOU COUNTY COUNSEL

By: _____
Marcia Armstrong, Chair
Board of Supervisors

By: _____
Frank DiMarco
County Counsel

Date: _____

Date: _____

COUNTY OF STANISLAUS

Approved As To Form
STANISLAUS COUNTY COUNSEL

By: _____
Raymond C. Simon, Chair
Board of Supervisors

By: _____
Carrie M. Stephens
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SUTTER

Approved As To Form
SUTTER COUNTY COUNSEL

By: _____
Larry E. Munger, Chair
Board of Supervisors

By: _____
Janet Bender
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF TEHAMA

Approved As To Form
TEHAMA COUNTY COUNSEL

By: _____
Ron Warner, Chair
Board of Supervisors

By: _____
Arthur Wylene
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF TRINITY

Approved As To Form
TRINITY COUNTY COUNSEL

By: _____
William Chambers, Chair
Board of Supervisors

By: _____
Jeanette Palla
County Counsel

Date: _____

Date: _____

COUNTY OF TUOLUMNE

Approved As To Form
TUOLUMNE COUNTY COUNSEL

By: _____
Liz Bass, Chair
Board of Supervisors

By: _____
Gregory Oliver
County Counsel

Date: _____

Date: _____

COUNTY OF YUBA

Approved As To Form
YUBA COUNTY COUNSEL

By: _____
Donald Schrader, Chair
Board of Supervisors

By: _____
Pat Garamone
Deputy County Counsel

Date: _____

Date: _____