905-M0810 Amended and Restated 2017

# CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

# **AMENDED AND RESTATED** JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted: First Amended:

December 1998

Second Amended:

June 2007

June 2010

Amended and Restated: September 2017

# **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) <u>Board of Directors</u>: 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) <u>Special Meetings:</u> 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) <u>Call, Notice and Conduct of Meetings:</u> 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) <u>Board</u>: 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) <u>Dispute Resolution:</u> 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

Almina Carreta	Director
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
0.01111	Health and Human Services Agency
	County of Glenn
	P.O. Box 611
	Willows, CA 95988
	vviiiows, CA 33300

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 <sup>th</sup> 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

	18: 1
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
workerey	Department of Social and Employment Services
	County of Monterey
	1000 S. Main Street, Suite 301
	Salinas, CA 93901
Napa	Director
Ναρα	Health & Human Services Agency
	County of Napa
	2261 Elm Street
	Napa, CA 94559-3721
Nevada	Director
INCVAUA	
	Health & Human Services Agency
	County of Nevada
	P.O. Box 1210
	Nevada City, CA 95959

	<del>_</del>
Plumas	Director
	Department of Social Services & Public Guardian
	County of Plumas
	270 County Hospital Road, Suite 207
	Quincy, CA 95971
Riverside	Director
Triverside	Department of Public Social Services
	County of Riverside
	4060 County Circle Drive
0 5 "	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, 5th 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
Onasia	Health & Human Services Agency
	County of Shasta
	2650 Breslauer Way
0:	Redding, CA 96001
Sierra	Director Department of House of Committee
	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
	Modests, 0/100000 0072

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.

COUNTY OF ALPINE	Approved As to Form ALPINE COUNTY COUNSEL
By: Terry Woodrow, Chair Board of Supervisors	By:
Date:	(Title)
Attest:	Date:
By:	

COUNTY OF AMADOR	Approved As to Form AMADOR COUNTY COUNSEL
By:	By:
Richard M. Foster, Chair Board of Supervisors	Gregory Gillott
Date:	(Title)
Attest:	Date:
By:	

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:	

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:	

COUNTY OF COLUSA	Approved As to Form COLUSA COUNTY COUNSEL
By:	Ву:
Gary J. Evans, Chair Board of Supervisors	Marcos Kropf
Date:	(Title)
Attest:	Date:
Ву:	

COUNTY OF DEL NORTE	Approved As to Form DEL NORTE COUNTY COUNSEL
By: Chris Howard, Chair	By: Elizabeth Cable
Board of Supervisors	
Date:	(Title)
Attest:	Date:
By:	

COUNTY OF EI DORADO	Approved As to Form EI DORADO COUNTY COUNSEL
By: 1 1	By: While Off
Shiva Frentzen, Chair Board of Supervisors	Michael Ciccozzi
Date: 5/23/17	(Title) franse
Attest:	Date: 5/30/11
By:	
Dy. ————————————————————————————————————	

COUNTY OF GLENN	Approved As to Form GLENN COUNTY COUNSEL
By:Keith Corum, Chair	By:
Board of Supervisors	Alicia Ekiariu
Date:	(Title)
Attest:	Date:
Ву:	

COUNTY OF HUMBOLDT	Approved As to Form HUMBOLDT COUNTY COUNSEL
By:	By:
Virginia Bass, Chair Board of Supervisors	Hilary Finch
Date:	(Title)
Attest:	Date:
By:	

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:
Ву:	_

COUNTY OF INYO	Approved As to Form INYO COUNTY COUNSEL
By: Mark Tillemans, Chair Board of Supervisors	By: Marshall Rudolph
Date:	(Title)
Attest:	Date:
Ву:	

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:	

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:	

COUNTY OF LAKE	Approved As to Form LAKE COUNTY COUNSEL
By:	By: Anita Grant
Date:	(Title)
Attest:	Date:
By:	

COUNTY OF LASSEN	Approved As to Form LASSEN COUNTY COUNSEL
By: Aaron Albaugh, Chair Board of Supervisors	Bob Burns
Date:	(Title)
Attest:	Date:
Ву:	

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:
Ву:	

COUNTY OF MADERA	Approved As to Form MADERA COUNTY COUNSEL
By: Max Rodriquez, Chair Board of Supervisors	By: Dale Bacigalupi
Date:	(Title)
Attest:	Date:
Ву:	

COUNTY OF MARIN	Approved As to Form MARIN COUNTY COUNSEL
By:	By: Jenna Brady
Date:	(Title)
Attest:	Date:
By:	

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:	

COUNTY OF MENDOCINO	Approved As to Form MENDOCINO COUNTY COUNSEL
By: John McCowen, Chair Board of Supervisors	By:
Date:	(Title)
Attest:	Date:
By:	

COUNTY OF MERCED	Approved As to Form, MERCED COUNTY COUNSEL
By: Derek McDaniel, Chair Board of Supervisors	By:Claire Lai
Date:	(Title)
Attest:	Date:
By:	

COUNTY OF MODOC	Approved As to Form. MODOC COUNTY COUNSEL
By: Geri Byrne, Chair Board of Supervisors	By:
Date:	(Title)
Attest:	Date:
By:	

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:	

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:
Ву:	

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:	_

COUNTY OF NEVADA	Approved As to Form  NEVADA COUNTY COUNSEL
By: Hank Weston, Chair Board of Supervisors	By: Scott McLeran
Date:	(Title)
Attest:	Date:
Ву:	

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:	

COUNTY OF RIVERSIDE	Approved As to Form RIVERSIDE COUNTY COUNSEL
By:	By:
Date:	(Title)
Attest:	Date:
By:	

COUNTY OF SAN BENITO	Approved As to Form SAN BENITO COUNTY COUNSEL
By:	By:Irma Valencia
Date:	(Title)
Attest:	Date:
By:	

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:
Ву:	

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:	

COUNTY OF SHASTA	Approved As to Form SHASTA COUNTY COUNSEL
By:	By:Alan Cox
Date:	(Title)
Attest:	Date:
By:	

COUNTY OF SIERRA	Approved As to Form SIERRA COUNTY COUNSEL
By: Peter W. Huebner, Chair Board of Supervisors	By:
Date:	(Title)
Attest:	Date:
Ву:	

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:
Ву:	

COUNTY OF STANISLAUS	Approved As to Form STANISLAUS COUNTY COUNSEL
By:	Ву:
Vito Chiesa, Chair Board of Supervisors	Carrie Stephens
Date:	(Title)
Attest:	Date:
Ву:	

COUNTY OF SUTTER	Approved As to Form SUTTER COUNTY COUNSEL
By:	By:
Board of Supervisors	ocan pordan
Date:	_ (Title)
Attest:	Date:
By:	

COUNTY OF TEHAMA	Approved As to Form TEHAMA COUNTY COUNSEL
By: Dennis Garton, Chair	By: Sarah Dickinson
Board of Supervisors	
Date:	(Title)
Attest:	Date:
By:	
-	

COUNTY OF TRINITY	Approved As to Form TRINITY COUNTY COUNSEL
By: John Fenley, Chair Board of Supervisors	By: Margaret Long
Date:	(Title)
Attest:	Date:
Ву:	

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:	

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:	