

File No. 190207

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: April 4, 2019

Board of Supervisors Meeting:

Date: _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Draft Agreement and CalSAWS MOU</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Draft Bylaws</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Human Services Agency Letter - February 19, 2019</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Prepared by: John Carroll

Date: March 29, 2019

Prepared by: John Carroll

Date: _____

1 [CalSAWS Consortium - Creation of a 58-County Joint Powers Authority - Memorandum of
2 Understanding]

3 **Resolution approving the creation of a 58-county Joint Powers Authority to be known**
4 **as CalSAWS Consortium, and approving the Memorandum of Understanding between**
5 **the CalSAWS Consortium and the City and County of San Francisco.**

6
7 WHEREAS, San Francisco is a participating County in the Welfare Client Data
8 Systems Consortium, organized for the purpose of managing and maintaining the CalWORKs
9 Information Network system (known as "CalWIN"); and

10 WHEREAS, The federal Centers for Medicare and Medicaid Services and the Food
11 and Nutrition Services agencies of the United States Department of Agriculture directed
12 California to create a single statewide-automated welfare system (CalSAWS) by 2023; and

13 WHEREAS, The member counties of the Welfare Client Data Systems Consortium will
14 join with consortia of California counties using other benefits-eligibility systems to exercise the
15 counties' joint powers through a "CalSAWS Consortium" for the design, development,
16 implementation, migration, and on-going operation and maintenance of CalSAWS; and

17 WHEREAS, On January 25, 2019, the CalACES Joint Powers Authority Board and
18 General Membership approved a Joint Exercise of Powers Agreement and a Memorandum of
19 Understanding for California's fifty-eight counties to join in the CalSAWS Consortium; now
20 therefore, be it

21 RESOLVED, That the Board of Supervisors cause the CalSAWS Consortium Joint
22 Exercise of Powers Agreement, and the Memorandum of Understanding between the
23 CalSAWS Consortium and the County of San Francisco, to be executed on behalf of the City
24 and County of San Francisco with three original signed copies of each agreement.

**CITY AND COUNTY OF SAN FRANCISCO
BOARD OF SUPERVISORS
BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
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March 29, 2018


TO: Government Audit and Oversight Committee
FROM: Budget and Legislative Analyst 
SUBJECT: April 4, 2019 Government Audit and Oversight Committee Meeting

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<p>Item 2 File 19-0207</p>	<p>Department: Human Services Agency (HSA)</p>
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve the creation of a 58-county Joint Powers Authority to be known as CalSAWS Consortium, and approve the Memorandum of Understanding (MOU) between CalSAWS Consortium and the City and County of San Francisco. Under this MOU, CalSAWS Consortium will have the power to design, develop, implement, migrate, operate and maintain the automated welfare system to be used by all 58 counties.

Key Points

- While other states operate a single statewide welfare system, California has three systems: CalWorks Information Network (CalWIN), LEADER Replacement System (LRS), and Consortium IV (C-IV). San Francisco partners with 17 other counties (18 including San Francisco) to manage and maintain CalWIN.
- The federal Centers for Medicare and Medicaid Services and the Food Nutrition Services agencies of the United States Department of Agriculture directed California to create a single state-wide automated welfare system (CalSAWS) by 2023.
- In September 2018, the Board of Supervisors approved the Memorandum of Understanding (MOU) between CalACES and CalWIN to procure and implement shared services to facilitate the move toward a single statewide-automated welfare system. This MOU was an intermediate step to the formation of CalSAWS.

Fiscal Impact

- The total design, development and implementation project budget for all 58 counties is \$461,601,823. San Francisco will pay a total of \$250,262 from FY 2018-19 through FY 2022-23.
- Before the new CalSAWS system goes live in in January 2023, the San Francisco Human Services Agency will continue to operate the existing CalWIN system. San Francisco’s share of the system is estimated to be \$5.2 million in FY 2019-20, of which approximately \$5.0 million are state and federal funds, and \$220,593 are General Fund, subject to appropriation by the Board of Supervisors.

Recommendation

- Approve the proposed resolution.

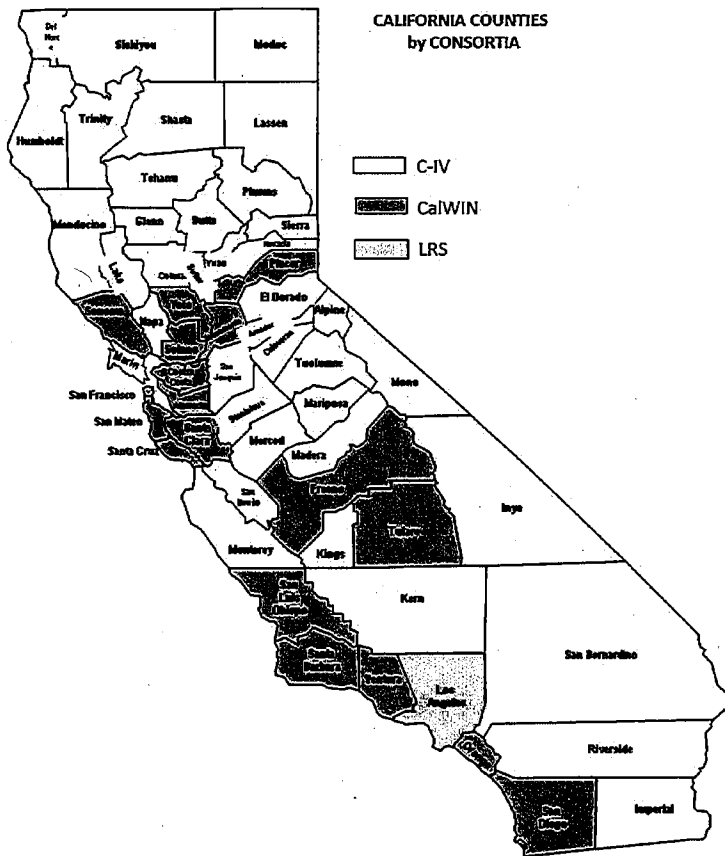
MANDATE STATEMENT

The proposed Memorandum of Understanding between the single state-wide automated welfare system (CalSAWS) and the 58 participating counties, including San Francisco, requires Board of Supervisors approval.

BACKGROUND

While other states operate a single statewide welfare system, California has three systems: CalWorks Information Network (CalWIN), LEADER Replacement System (LRS), and Consortium IV (C-IV). San Francisco partners with 17 other counties (18 including San Francisco) to manage and maintain CalWIN.¹ The remaining 40 counties use either LRS or C-IV to manage their welfare systems. The 58 California counties and their systems are shown in Map 1 below.

Map 1: California Counties by Consortia



The federal Centers for Medicare and Medicaid Services and the Food Nutrition Services agencies of the United States Department of Agriculture directed California to create a single state-wide automated welfare system (CalSAWS) by 2023. The approach currently includes

¹ CalWIN is also known as the Welfare Client Data System Consortium (WCDS).

three county-level consortia welfare systems and a state-level database supports six core programs: Temporary Assistance to Needy Families/California Work Opportunity and Responsibility to Kids, SNAP (known as CalFresh in California), Medi-Cal, Foster Care and Refugee Assistance. CalSAWS encompasses the following functions: eligibility determination, benefit computation, benefit delivery, case management and information management. Based on individual consortium business requirements, other programs or functions may be included in a consortium system including a county's General Assistance program.

Counties using the LRS and C-IV system formed a joint powers authority; California Automated Consortium Eligibility Systems (CalACES), to create a single jointly designed system in September 2017.

In September 2018, the Board of Supervisors approved the Memorandum of Understanding (MOU) between CalACES and CalWIN to procure and implement shared services to facilitate the move toward a single statewide-automated welfare system (File 18-0768). This MOU was an intermediate step to the formation of CalSAWS. The shared services in the MOU included the online CalWORKS appraisal tool rebuild, the Foster Care Eligibility Determination, and other services, which are collectively referred to as "shared services." The MOU went into effect November 2018 and will remain in effect until the new consortium, CalSAWS, is formed.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the creation of a 58-county Joint Powers Authority to be known as CalSAWS Consortium, and approve the Memorandum of Understanding (MOU) between CalSAWS Consortium and the City and County of San Francisco. Under this MOU, CalSAWS Consortium will have the power to design, develop, implement, migrate, operate and maintain the automated welfare system to be used by all 58 counties. The 58 counties will be grouped into six regions for governance purposes. The City and County of San Francisco will be part of region 1 comprised of 12 counties. Region 1 will elect 2 members to represent the counties in the Joint Powers Authority board and various committees in the CalSAWS Consortium by the Individuals serving as the member representative will serve while they retain their county offices or positions.

Under the agreement, the County, within its sole discretion, is required to appoint personnel to the project as required by the project's needs. The Consortium is responsible for paying the county for these services according to the hourly prevailing direct salary and employee benefit costs as determined by the County.

The 58 counties agree to provide any necessary data or information to CalSAWS for the development of shared services, and to allow CalSAWS or vendors to access their sites and facilities as needed. The counties also agree to use commercially reasonable efforts to comply with audit procedures.

Under the agreement, the county is responsible for costs of hardware, software, and associated maintenance for new county sites or the expansion of existing county sites. According to Ms. Bernadette Casino, Information Technology CalWIN Manager, the county is currently already responsible for these costs.

The consortium will be liable for any loss, destruction, or damage caused by the CalSAWS to the county operation or property by CalSAWS. CalSAWS will also ensure that project activities at county sites and facilities minimize interference with normal activities and operations.

The County’s obligation under the MOU is contingent upon State and Federal financial participation in the shared services. If the County is unable to meet its financial obligations because funding is not forthcoming, the County has the right to terminate the MOU and withdraw its membership from CalSAWS by adoption of a resolution by the Board of Supervisors.

The Consortium is currently beginning the procurement process for the new system. According to Ms. Casino, the Consortium has procured a vendor for design and implementation.

FISCAL IMPACT

The total design, development and implementation project budget for all 58 counties is \$461,601,823. San Francisco will pay a total of \$250,262 from FY 2018-19 through FY 2022-23, as seen in Table 1 below.

Table 1: Sources and Uses of Funds from FY 2018-19 through FY 2023-24

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total
Design, Development & Implementation	\$30,338,749	\$154,372,147	\$156,702,144	\$80,082,488	\$31,949,674	0	\$453,445,202
Procurement	559,440	1,118,880	2,271,431	3,627,880	578,990	0	8,156,621
Total Uses	30,898,189	155,491,027	158,973,575	83,710,368	32,528,664	0	461,601,823
Federal	23,253,663	117,021,675	118,951,680	62,544,435	24,441,534	0	346,212,987
State	6,781,454	31,187,771	34,151,871	18,835,008	7,291,540	0	98,247,644
County	863,072	7,281,581	5,870,024	2,330,925	795,590	0	17,141,192
Total Sources	30,898,189	155,491,027	158,973,575	83,710,368	32,528,664	0	461,601,823
<i>San Francisco County Share</i>	<i>0</i>	<i>62,683</i>	<i>99,080</i>	<i>59,867</i>	<i>22,824</i>	<i>5,808</i>	<i>250,262</i>

In addition, beginning in FY 2022-23, San Francisco will be paying for the maintenance and operations of the new platform. The San Francisco share of the cost for the maintenance and operations of the new system is expected to be \$46,949 in FY 2022-23, and then \$148,391 in each subsequent fiscal year.

Current System

Before the new CalSAWS system goes live in January 2023, the San Francisco Human Services Agency will continue to operate the existing CalWIN system. San Francisco’s share of the system is estimated to be \$5.2 million in FY 2019-20, of which approximately \$5.0 million are state and federal funds, and \$220,593 are General Fund, subject to appropriation by the Board of Supervisors.

RECOMMENDATION

Approve the proposed resolution.

CALSAWS CONSORTIUM

SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted:	December 1998
First Amended:	June 2007
Second Amended:	June 2010
Amended and Restated:	September 2017
Amended and Restated:	June 2019

CALSAWS CONSORTIUM

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

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SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is made by and among the fifty-eight (58) California counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba. This joint powers authority shall be referred to as the CalSAWS Consortium ("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"), subsequently changed to California Automated Consortium Eligibility System ("CalACES Consortium"), 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 Welfare Client Data Systems ("WCDS") Consortium counties of Alameda, Contra Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura, and Yolo (referred to collectively as "WCDS Counties") were organized for the purpose of managing and maintaining the CalWORKS Information Network and related systems (collectively referred to as "CalWIN"), used by the WCDS Counties in support of their social services programs; 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 (1) of the four (4) 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 Welfare and Institutions Code section 10823, required 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, 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 joined together in September 2017 and formed the California Automated Consortium Eligibility System Consortium ("CalACES Consortium") in compliance with California Assembly Bill ABX1 16 (2011); and

WHEREAS, the Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California to move to a single statewide automated welfare system ("CalSAWS") by 2023. In moving toward that goal, the WCDS Counties and the CalACES Consortium have joined together to form the CalSAWS Consortium, pursuant to this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, 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.

"Alternate Board Director" means a Member Representative who is designated to serve as an alternate Director as set forth in Section 2.04(c).

"Agreement" means this Second 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.

"Bylaws" shall mean those Bylaws adopted by the Consortium, that are in effect on June 28 , 2019, and as they may be amended in accordance with Section 2.08 of this Agreement.

"CalSAWS" 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, the LRS, and CalWIN.

"CalSAWS Consortium" or "Consortium" means the public entity 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 1 to and including the following June 30.

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

"Member" means one of the individual counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yola, 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 CaWIN, and the migration of the Members to CalSAWS, and all related activities.

"Region" means one (1) of the six (6) regions as defined in Section III (Regions) of the Bylaws.

"Secretary" means the Secretary to the Board of Directors 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 Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba. The fifty-eight (58) 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, the LRS, CaWIN, and CalSAWS, which is the automated welfare system to be used by each of the fifty-eight (58) counties, which may include an interface to the state automated welfare system as provided in the Welfare and Institutions Code.

Section 2.02. Term. This Agreement first became effective on December 1998. The first amendment became effective on June 1, 2007, the second amendment became effective on June 1, 2010, the third amendment (the Amended and Restated Joint Exercise of Powers Agreement) became effective on September 1, 2017, and this fourth amendment (the Second Amended and Restated Joint Exercise of Powers Agreement) shall become effective on June 28, 2019 ("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 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 "CalSAWS Consortium," hereinafter referred to as "Consortium." The Consortium shall be a public entity separate and apart from the Members, consisting of six (6) 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 three (3) 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 one (1) other person who holds an upper executive management position in the social services department.
- (ii) Individuals serving as Member Representatives shall serve while they retain their county offices or positions, and shall be deemed to have automatically resigned upon leaving that county office or position. The individual who succeeds in that county office or position on a regular or interim basis shall be automatically deemed the Member Representative. Upon change of title or reclassification of any Member Representative's county office or position, the successor to the county Welfare Director position, or the Children and Family Services Director, if applicable, its equivalent position within the Member county, shall be deemed a replacement for the Member Representative.
- (iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:
 - Receive nomination for appointment to the Board.
 - Serve on workgroups and committees or appoint designees to serve in their place.
 - Recommend items for inclusion for consideration on the Board meeting agenda.
 - Receive notice of Board meetings.
 - Attend Board meetings.
 - Vote on items.

(b) State Representative:

- (i) The State shall have the right to select one person from among the following to serve on the Board as the representative of the State: the Director of the Office of Systems Integration or his/her designee, the Director of the Department of Social Services or his/her designee, or the Director of the Department of Health Care Services or his/her designee. This person shall be identified as the "State Representative." The two other

State departments not selected as the State Representative shall retain the right to attend all public sessions of the Board meetings.

- (ii) The State Representative shall retain his or her State position while acting as State Representative.
- (iii) The State Representative shall have a right to:
 - Serve as an Ex Officio member of the Board.
 - Receive notice of Board meetings.
 - Attend Board meetings, excluding closed sessions.
- (iv) The State Representative shall not have a right to vote on items put before the Member Representatives or the Board.

(c) Board of Directors: The Consortium shall be governed and administered by a Board of Directors ("Board") consisting of twelve (12) Directors and one (1) State Representative. The Directors from Regions 1 through 5 shall be selected from the Member Representatives from their respective Regions. Regions 1 and 4 shall each select two (2) Directors, Regions 2, and 3 shall each select one (1) Director, and Region 5 shall select three (3) Directors. Region 6, represented by Los Angeles County, shall have three (3) Directors, who shall be the three (3) Member Representatives from Region 6. 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 Region 6, 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 and 4 will each appoint two (2) Directors to serve on the Board, Regions 2 and 3 will each appoint one (1) Director to serve on the Board, and Region 5 will appoint three (3) 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. The Director(s) 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. Region 6 will appoint its three (3) Member Representatives as Directors to serve on the Board.

- (iii) Each Region shall notify the Secretary of its 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. It shall hold at least one (1) 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 (2) regular meetings each Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

(b) **Special Meetings:** Special meetings of the Board, and of the Member Representatives, shall be called in accordance with the provisions of the Ralph M. Brown Act ("Brown Act"), Section 54956 of the Government Code.

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

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

Section 2.07. Quorum; Required Votes; Approvals.

(a) **Board:** At least seven (7) of the Directors or Alternate Board Directors from five (5) Regions shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn. The State Representative's attendance or non-attendance at any meeting shall have no effect on quorum. The affirmative votes of at least seven (7) of the seated Directors from five (5) Regions shall be required to take any action by the Board, except as provided in (iii) below.

Notwithstanding the preceding paragraph, the following provisions shall apply:

- (i) **Member Representatives Concurrence.** Recommended changes to this Agreement, the Bylaws, or to Memorandums of Understandings between the Consortium and the Members require the concurrence of the Member Representatives and are not subject to Appeal to the Full Board as provided below. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.
- (ii) **Appeal to the Full Board.** At any Board meeting with less than all twelve (12) Directors ("Full Board") present, any two (2) Directors, or Alternate Board Directors, from two (2) Regions may appeal any action taken or not taken by the Board, by requesting the continuance of the item(s) under appeal to a meeting of the "Full Board," at which all the Directors or Alternate Board Directors must be present. The Full Board meeting shall be held within 30 days, at either the next regular Board meeting, or a special meeting at which the Full Board is available to attend. Any Director(s) or Alternate Board Director(s) failure to attend a meeting of the Full Board shall result in a forfeit of the Director(s) or Alternate Board Director(s) vote. At the meeting of the Full Board, the affirmative votes of at least seven (7) Directors or Alternate Board Directors from four (4) Regions shall be sufficient to take action by the Board only on the item(s) under appeal. The action(s) taken by the Full Board shall be final.
- (iii) **Migration Period to CalSAWS.** During the migration period while the Consortium is operating more than one (1) automated welfare system, the Board shall take affirmative action as approved by those Members who are the users of their respective systems, as provided in Section VIII.B (System Subcommittees) of the Bylaws; provided, however, that the Board retains discretion concerning any such action if the Board determines the decision could materially adversely impact the design, development or implementation of the single statewide automated system. This provision shall automatically sunset when the Consortium is operating a single automated welfare system.

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

Section 2.08. Bylaws. The Board, by a two-thirds (2/3) affirmative vote of the Directors from Regions 1 through 6 (including the affirmative vote of at least one Director from each Region), and with the concurrence of the Member Representatives as set forth in the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals), shall adopt or amend Bylaws for the conduct of business, and as are necessary for the purposes hereof. The Board may also adopt 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 Reports. 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 31 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 Chair and Vice-Chair positions. 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 Joint Exercise of Powers Act ("Act") and Section 53051 of the Government Code. The Secretary shall be responsible for the call, noticing, holding, and conduct of the meetings of the Board and any Brown Act body created by the Bylaws or Board action 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 Accounts, Funds, Money, and Records. 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 officers, 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. The Consortium's liability insurance shall name each Member County as an additional insured.

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 this Agreement shall have any rights or causes of action

against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

Section 6.06. Debts, Liabilities and Obligations.

- (a) All debts, liabilities, and obligations of the CalACES Consortium incurred prior to the Effective Date of this Agreement shall remain the sole responsibility of the forty (40) CalACES Consortium 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 the CalACES Consortium and each of the forty (40) CalACES Consortium counties incurred prior to the Effective Date of this Agreement shall not be allocated to the WCDS Counties, unless otherwise expressly agreed to.
- (b) All debts, liabilities, and obligations of the WCDS Counties shall remain the sole responsibility of the WCDS Counties. The debts, liabilities, and obligations of the WCDS Counties shall not be allocated to the forty (40) CalACES Consortium 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.

Alameda	Director Alameda County Social Services Agency 2000 San Pablo Avenue, 4th Floor Oakland, CA 94612
Alpine	Director Department of Health & Human Services County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador	Director Department of Social Services County of Amador 10877 Conductor Boulevard Sutter Creek, CA 95685
Butte	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
Contra Costa	Director Employment & Human Services County of Contra Costa 40 Douglas Drive Martinez, CA 94553
Del Norte	Director Department of Health & Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531
El Dorado	Director Health and Human Services Agency County of El Dorado 3057 Briw Road, Suite B Placerville, CA 95667
Fresno	Director Department of Social Services County of Fresno P.O. Box 1912 Fresno, CA 93718-1912
Glenn	Director Health and Human Services Agency County of Glenn P.O. Box 611 Willows, CA 95988
Humboldt	Director Department of Health & Human Services County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial	Director Department of Social Services County of Imperial 2995 S. 4th 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 Boulevard, #8 Hanford, CA 93230
Lake	Director Department of Social Services County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen	Director Community Social Services Department County of Lassen P.O. Box 1359 Susanville, CA 96130
Los Angeles	Director Department of Public Social Services County of Los Angeles 12860 Crossroads Parkway South City of Industry, CA 91746-3411
Madera	Director Department of Social Services County of Madera P.O. Box 569 Madera, CA 93639
Marin	Director Health & Human Services Department County of Marin 20 N. San Pedro Road, Suite 2002 San Rafael, Ca 94903
Mariposa	Director Human Services Department County of Mariposa P.O. Box 99 Mariposa, CA 95339

Mendocino	Director Department of Social Services County of Mendocino 747 S. State Street Ukiah, CA 95482
Merced	Director Human Services Agency County of Merced P.O. Box 112 Merced, CA 95341-0112
Modoc	Director Department of Social Services County of Modoc 120 North Main Street Alturas, CA 96101
Mono	Director Department of Social Services County of Mono P.O. Box 2969 Mammoth Lakes, CA 93546
Monterey	Director Department of Social and Employment Services County of Monterey 1000 S. Main Street, Suite 301 Salinas, CA 93901
Napa	Director Health & Human Services Agency County of Napa 2751 Napa Valley Corporate Drive, Building B Napa, CA 94558
Nevada	Director Health & Human Services Agency County of Nevada P.O. Box 1210 Nevada City, CA 95959
Orange	Director Orange County Social Services Agency 500 N. State College Boulevard Orange, CA 92868
Placer	Director, Health & Human Services Placer County Health & Human Services 3091 County Center Drive, #290 Auburn, CA 95603
Plumas	Director Department of Social Services & Public Guardian County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971

Riverside	Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
Sacramento	Director County of Sacramento, Department of Human Assistance 1825 Bell Street, Suite 200 Sacramento, CA 95825
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 Avenue, 5th Floor San Bernardino, CA 92415-0128
San Diego	Director Eligibility Operations County of San Diego, Health & Human Services Agency 1255 Imperial Avenue, Suite 446, MS: W-414 San Diego, CA 92101
San Francisco	Executive Director San Francisco Human Services Agency P.O. Box 7988 San Francisco, CA 94210
San Joaquin	Director Human Services Agency County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
San Luis Obispo	Director Department of Social Services County of San Luis Obispo 3433 So. Higuera Street San Luis Obispo, CA 93403
San Mateo	Director, Human Services County of San Mateo 1 Davis Drive Belmont, CA 94002
Santa Barbara	Director Department of Social Services County of Santa Barbara 2125 S. Centerpointe Parkway Santa Maria, CA 93455

Santa Clara	Director Social Services Agency County of Santa Clara 333 West Julian Street, 5th Floor San Jose, CA 95110-2335
Santa Cruz	Director Human Services Department County of Santa Cruz 1000 Emeline Avenue Santa Cruz, CA 95060
Shasta	Director Health & Human Services Agency County of Shasta 2650 Breslauer Way Redding, CA 96001
Sierra	Director Department of Human Services County of Sierra P.O. Box 1019 Loyalton, CA 96118
Siskiyou	Director Health & Human Services Agency County of Siskiyou 2060 Campus Drive Yreka, CA 96097
Solano	Deputy Director Health and Social Services County of Solano 275 Beck Avenue Fairfield, CA 94533
Sonoma	Director Human Services Department County of Sonoma 3600 Westwind Boulevard Santa Rosa, CA 95403
Stanislaus	Director Community Services Agency County of Stanislaus P.O. Box 42 Modesto, CA 95353-0042
Sutter	Director Human Services Department County of Sutter P.O. Box 1535 Yuba City, CA 95992

Tehama	Director Department of Social Services County of Tehama P.O. Box 1515 Red Bluff, CA 96080
Trinity	Director Health & Human Services' Department County of Trinity P.O. Box 1470 Weaverville, CA 96093-1470
Tulare	Director Health & Human Services Agency County of Tulare 5957 S. Mooney Boulevard Visalia, CA 93277
Tuolumne	Director Department of Social Services County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Ventura	Director Human Services Agency County of Ventura 855 Partridge Drive Ventura, CA 93003
Yolo	Branch Director Service Centers Health & Human Services Agency County of Yolo 25 N. Cottonwood Street Woodland, CA 95695
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.
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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. In the event of any dispute under this Agreement venue shall be in Sacramento, unless the dispute involves the Consortium and one or more Members exclusively from Regions 4-6, in which case venue shall be in San Bernardino.

Section 7.03. Amendments. This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of two-thirds (2/3) of the Boards of Supervisors of the Members.

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 ALAMEDA

Approved As to Form
DONNA R. ZIEGLER, COUNTY COUNSEL

By:

By:

Richard Valle, President
Board of Supervisors

Victoria Wu
Assistant County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF ALPINE

Approved As to Form
ALPINE COUNTY COUNSEL

By:

By:

Donald Jardine, Chair
Board of Supervisors

David Prentice
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF AMADOR

Approved As to Form
AMADOR COUNTY COUNSEL

By:

By:

Richard M. Foster, Chair
Board of Supervisors

Gregory Gillott
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF BUTTE

Approved As to Form
BUTTE COUNTY COUNSEL

By:

By:

Steve Lambert, Chair
Board of Supervisors

Bruce Alpert
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF CALAVERAS

Approved As to Form
CALAVERAS COUNTY COUNSEL

By:

By:

Michael Oliveria, Chair
Board of Supervisors

Sarah DeKay
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF COLUSA

Approved As to Form
COLUSA COUNTY COUNSEL

By:

By:

Gary J. Evans, Chair
Board of Supervisors

Marcos Kropf
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF CONTRA COSTA

Approved As to Form
CONTRA COSTA COUNTY COUNSEL

By:

By:

Chair, Board of Supervisors

Hannah Shafsky
Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF DEL NORTE

Approved As to Form
DEL NORTE COUNTY COUNSEL

By:

By:

Chris Howard, Chair
Board of Supervisors

Elizabeth Cable
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF EI DORADO

Approved As to Form
EI DORADO COUNTY COUNSEL

By:

By:

Sue Novasel, Chair
Board of Supervisors

Michael Ciccozzi
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF FRESNO

Approved As to Legal Form
DANIEL C. CEDERBORG, FRESNO
COUNTY COUNSEL

By:

By:

Nathan Magsig, Chairman
Board of Supervisors

Janelle Kelley
Assistant County Counsel for
Daniel C. Cederborg
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF GLENN

Approved As to Form
GLENN COUNTY COUNSEL

By:

By:

Keith Corum, Chair
Board of Supervisors

Sylvia Duran
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF HUMBOLDT

Approved As to Form
HUMBOLDT COUNTY COUNSEL

By:

By:

Rex Bohn, Chair
Board of Supervisors

Jefferson Billingsley
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF IMPERIAL

Approved As to Form
IMPERIAL COUNTY COUNSEL

By:

By:

Michael W. Kelley, Chair
Board of Supervisors

Katherine Turner
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF INYO

Approved As to Form
INYO COUNTY COUNSEL

By:

By:

Richard Pucci, Chair
Board of Supervisors

Marshall Rudolph
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF KERN

Approved As to Form
KERN COUNTY COUNSEL

By:

By:

David Couch, Chair
Board of Supervisors

Bryan Walters
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF KINGS

Approved As to Form
KINGS COUNTY COUNSEL

By:

By:

Richard Valle, Chair
Board of Supervisors

Juliana Gmur
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF LAKE

Approved As to Form
LAKE COUNTY COUNSEL

By:

By:

Tina Scott, Chair
Board of Supervisors

Anita Grant
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF LASSEN

Approved As to Form
LASSEN COUNTY COUNSEL

By:

By:

Jeff Hemphill, Chair
Board of Supervisors

Bob Burns
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF LOS ANGELES

Approved As to Form
LOS ANGELES COUNTY COUNSEL

By:

By:

Kathryn Barger, Chair
Board of Supervisors

Truc Moore
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF MADERA

Approved As to Form
MADERA COUNTY COUNSEL

By:

By:

Brett Frazier, Chair
Board of Supervisors

Mary Binnings
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF MARIN

Approved As to Form
MARIN COUNTY COUNSEL

By:

By:

Kathrin Sears, Chair
Board of Supervisors

Valorie Boughey
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF MARIPOSA

Approved As to Form
MARIPOSA COUNTY COUNSEL

By:

By:

Miles Menetrey, Chair
Board of Supervisors

Steven Dahlem
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF MENDOCINO

Approved As to Form
MENDOCINO COUNTY COUNSEL

By:

By:

Carrie Brown, Chair
Board of Supervisors

Katharine Elliott
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF MERCED

Approved As to Form
MERCED COUNTY COUNSEL

By:

By:

Lloyd Pareira, Chair
Board of Supervisors

Thomas Ebersole
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF MODOC

Approved As to Form
MODOC COUNTY COUNSEL

By:

By:

Kathie Rhoads, Chair
Board of Supervisors

Margaret Long
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF MONO

Approved As to Form
MONO COUNTY COUNSEL

By:

By:

John Peters, Chair
Board of Supervisors

Stacey Simon
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF MONTEREY

Approved As to Form
MONTEREY COUNTY COUNSEL

By:

By:

John M. Phillips, Chair
Board of Supervisors

Anne Brereton
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF NAPA

Approved As to Form
NAPA COUNTY COUNSEL

By:

By:

Ryan Gregory, Chair
Board of Supervisors

Susan Altman
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF NEVADA

Approved As to Form
NEVADA COUNTY COUNSEL

By:

By:

Richard Anderson, Chair
Board of Supervisors

Scott McLeran
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF ORANGE

Approved As to Form
ORANGE COUNTY COUNSEL

By:

By:

Lisa A. Bartlett, Chairwoman
Board of Supervisors

Annie Loo
Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF PLACER

Approved As to Form
PLACER COUNTY COUNSEL

By:

By:

Jeff Brown, Department Director
Placer County Health and Human
Services

Renju Jacob
Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF PLUMAS

Approved As to Form
PLUMAS COUNTY COUNSEL

By:

By:

Michael Sanchez, Chair
Board of Supervisors

R. Craig Settlemire
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF RIVERSIDE

Approved As to Form
RIVERSIDE COUNTY COUNSEL

By:

By:

Kevin Jeffries, Chair
Board of Supervisors

Danielle Maland
Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SACRAMENTO

Approved As to Form
SACRAMENTO COUNTY COUNSEL

By:

By:

Ann Edwards, Director
Department of Human Assistance

Ricky Heyer
Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SAN BENITO

Approved As to Form
SAN BENITO COUNTY COUNSEL

By:

By:

Anthony Botelho, Chair
Board of Supervisors

Irma Valencia
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SAN BERNARDINO

Approved As to Form
SAN BERNARDINO COUNTY COUNSEL

By:

By:

Curt Hagman, Chair
Board of Supervisors

Adam Ebright
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SAN DIEGO

Approved As to Form
SAN DIEGO COUNTY COUNSEL

By:

By:

Supervisor Dianne Jacob, Chairwoman
Board of Supervisors

County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SAN FRANCISCO

Approved As to Form
SAN FRANCISCO COUNTY COUNSEL

By:

By:

Norman Yee, President
Board of Supervisors

David K. Ries
Deputy City Attorney

Date:

Date:

Attest:

By:

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

COUNTY OF SAN JOAQUIN

Approved As to Form
SAN JOAQUIN COUNTY COUNSEL

By:

By:

Miguel A. Villapudua, Chair
Board of Supervisors

Kimberly D. Johnson
Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SAN LUIS OBISPO

Approved As to Form
SAN LUIS OBISPO COUNTY COUNSEL

By:

By:

Devin Drake, Director
Department of Social Services

Hillary Matos
Deputy County Counsel for
Rita Neal
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SAN MATEO

Approved As to Form
SAN MATEO COUNTY COUNSEL

By:

By:

David Pine, President
Board of Supervisors

Kristina Paszek
Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SANTA BARBARA

Approved As to Form
SANTA BARBARA COUNTY COUNSEL

By:

By:

Steve Lavagnino
Chair, Board of Supervisors

Paul Lee
Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SANTA CLARA

Approved As to Form and Legality
SANTA CLARA COUNTY COUNSEL

By: -

By:

S. Joseph Simitian, President
Board of Supervisors

Javier Serrano
Deputy County Counsel

Date:

Date:

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

By:

Tiffany Lennear
Assistant Clerk of the Board of
Supervisors

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 SANTA CRUZ

Approved As to Form
SANTA CRUZ COUNTY COUNSEL

By:

By:

Ryan Coonerty, Chair
Board of Supervisors

Dana McRae
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SHASTA

Approved As to Form
SHASTA COUNTY COUNSEL

By:

By:

Leonard Moty, Chairman
Board of Supervisors
County of Shasta, State of California

Alan Cox
County Counsel

Date:

Date:

Attest:

RISK MANAGEMENT APPROVAL

By:

By:

James Johnson
Risk Management Analyst

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

COUNTY OF SIERRA

Approved As to Form
SIERRA COUNTY COUNSEL

By:

By:

Paul Roen, Chair
Board of Supervisors

David Prentice
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SISKIYOU

Approved As to Form
SISKIYOU COUNTY COUNSEL

By:

By:

Brandon Criss, Chair
Board of Supervisors

Edward J. Kiernan
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SOLANO

Approved As to Form
SOLANO COUNTY COUNSEL

By:

By:

Birgitta E. Corsello
County Administrator

Dennis Bunting
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SONOMA

Approved As to Form
SONOMA COUNTY COUNSEL

By:

By:

David Rabbitt
Board of Supervisors

Adman Radtke
Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF STANISLAUS

Approved As to Form
STANISLAUS COUNTY COUNSEL

By:

By:

Terry Withrow, Chair
Board of Supervisors

John P. Doering
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF SUTTER

Approved As to Form
SUTTER COUNTY COUNSEL

By: -

By:

Mat Conant, Chair
Board of Supervisors

Jean Jordan
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF TEHAMA

Approved As to Form
TEHAMA COUNTY COUNSEL

By: -

By:

Steve Chamblin, Chair
Board of Supervisors

Andrew Plett
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF TRINITY

Approved As to Form
TRINITY COUNTY COUNSEL

By:

By:

Judy Morris, Chair
Board of Supervisors

Margaret Long
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF TULARE

Approved As to Form
TULARE COUNTY COUNSEL

By:

By:

Kuyler Crocker, Chair
Board of Supervisors

Jennifer M. Flores
Chief Deputy County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF TUOLUMNE

Approved As to Form
TUOLUMNE COUNTY COUNSEL

By:

By:

Karl Rodefer, Chair
Board of Supervisors

Sarah Carrillo
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF VENTURA

Approved As to Form
VENTURA COUNTY COUNSEL

By:

By:

Supervisor Steve Bennett
Chair, Board of Supervisors

Joseph Randazzo
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF YOLO

Approved As to Form
YOLO COUNTY COUNSEL

By:

By:

Chair, Board of Supervisors

Hope P. Welton
Senior Deputy Counsel for
Phillip J. Pogledich
County Counsel

Date:

Date:

Attest:

By:

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

COUNTY OF YUBA

Approved As to Form
YUBA COUNTY COUNSEL

By:

By:

Mike Leahy, Chair
Board of Supervisors

Courtney C. Abril
County Counsel

Date:

Date:

Attest:

By:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALSAWS CONSORTIUM AND THE COUNTY OF _____**

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

RECITALS

- I. WHEREAS, the Consortium was previously known as the California Statewide Automated Welfare System Consortium IV ("C-IV Consortium") with thirty-nine (39) county members (collectively, "39 Counties"); and
- II. WHEREAS, Los Angeles County joined the 39 Counties pursuant to the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement"), with an effective date of September 1, 2017, pursuant to which the name of the Consortium was changed to the California Automated Consortium Eligibility System Consortium ("CalACES Consortium"); and
- III. WHEREAS, the C-IV Consortium previously entered into an agreement with a primary vendor ("C-IV Agreement") to provide the necessary equipment and services for an automated system ("C-IV System") utilized by the 39 Counties; and
- IV. WHEREAS, Los Angeles County previously entered into an agreement with a primary vendor ("LRS Agreement") to provide the necessary equipment and services for an automated system known as the Leader Replacement System ("LRS"); and
- V. WHEREAS, 18 counties ("WCDS Counties") previously entered into an agreement with a primary vendor ("CalWIN Agreement") to provide the necessary equipment and services for an automated system known as the CalWORKS Information Network and related systems ("CalWIN"); and
- VI. WHEREAS, the Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California to move to a single statewide automated welfare system ("CalSAWS") by 2023. In moving toward that goal, the WCDS Counties and the CalACES Consortium have joined together to form the CalSAWS Consortium, pursuant to the JPA Agreement; and
- VII. WHEREAS, Los Angeles County will continue to use the LRS, the 39 Counties will continue to use the C-IV System, and the WCDS Counties will continue to use CalWIN until the migration of the Members to CalSAWS is complete; and

VIII. WHEREAS, the purpose of this MOU is to delineate the areas of understanding and agreement among the Consortium and the Members regarding matters related to the administration and fulfillment of the Consortium's purpose; and

IX. WHEREAS, this MOU is conditioned on the Consortium entering into the same MOU terms and conditions with all other Members, and supersedes all prior MOUs concerning the same subject matter contained herein.

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

I. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.19. "Primary Project Vendor Staff": Employees, contractors, and agents of the Primary Project Vendor dedicated to the Project who are working on the System(s).

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

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

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

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

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

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

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

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

1.28. "Work Plan(s)": The plan and delineation of tasks, subtasks, activities and events to be performed, Deliverables to be produced and associated resource requirements with regard to the Project as accepted and agreed upon between the Primary Project Vendor and the Consortium, subject to modification from time to time.

II. COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

2.1.12. Notwithstanding any provision hereof to the contrary, the County or the Consortium may return County Personnel back to County for any reason upon notice in writing to the other party of not less than sixty (60) days prior thereto, unless the Parties agree otherwise.

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

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

III. CONSORTIUM

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

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

3.3. Liability to County. The Consortium agrees to be liable for any loss, destruction, or damage caused by the Consortium to County operation or property by Consortium. Upon such loss, destruction of, or damage, the County shall notify the Executive Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

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

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

3.6. Cooperation with County Risk Management Assessment. The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risk of liability assessment(s) and develop an appropriate risk of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County's participation in the Consortium.

IV. MUTUAL RESPONSIBILITIES

4.1. Fiscal Responsibilities and Claiming.

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

4.1.2. Unless otherwise agreed upon by the Consortium Executive Director or designee, the County will be responsible for the costs of hardware, and/or Software and associated maintenance for new County Sites or the expansion of existing County

Sites, changes in County network models, refresh of existing hardware and/or Software (as deemed necessary by the County), Separate Services requested by the County and other changes the County deems necessary. The County will prepare and submit APDs to the State for approval of these items, except as otherwise agreed upon by the Consortium, as above, subject to oversight by the Office of System Integration (OSI) or applicable State APD department.

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

4.1.4. Administrative Costs (also known as unfunded costs) are costs properly incurred by the Consortium but designated by the State of California as ineligible for reimbursement to the Consortium by the State, including the County's share as determined by the appropriate Cost Allocation Plan to be applied to that cost as approved by the State. On or before April 1 of each year, the Consortium, with the concurrence of the Consortium's Member representatives as defined in Section 2.07 (Quorum; Required Votes; Approvals) of the JPA Agreement, will approve a schedule of Administrative Costs for the upcoming fiscal year (July 1 through June 30). The Consortium will give the County notice of the approved schedule within ten (10) days after such approval.

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

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

4.1.5. If, during the term of this MOU, the County is unable to appropriate sufficient funds, or is otherwise unable to meet its financial obligations under this MOU, and there are no other legal procedures or available funds by or with which such obligations can be met, County shall have the right to terminate this MOU and withdraw its membership from the Consortium effective as of the end of that fiscal year by adoption of a resolution of withdrawal by County's Board of Supervisors, provided that a copy of said resolution has been served on all other Members by May 31 of that fiscal year, as provided for in Section 2.11 (Withdrawal of Member) of the JPA Agreement. Withdrawal under this subsection shall not relieve the County of any financial obligations or liabilities arising prior to the effective date of the withdrawal.

4.1.6. Section 17.1.1 of the "Amended and Restated Agreement for a California Statewide Automated Welfare System" between the Consortium and Accenture LLP provides as follows:

17.1.1 Consortium Member Demand for Indemnification

CONTRACTOR's obligation to indemnify CONSORTIUM Members shall only be exercised through the CONSORTIUM and upon written demand by the CONSORTIUM. Any demand for indemnification by a CONSORTIUM Member shall be tendered to the CONSORTIUM, which shall have the authority to make the demand for indemnification to CONTRACTOR. The obligation on CONSORTIUM Members to submit demands for indemnification to the CONSORTIUM rather than directly to the CONTRACTOR shall not apply to L A COUNTY so long as L A COUNTY remains the sole county utilizing the LRS System in actual production. Once a second county migrates into the LRS System and from that point forward, all indemnification claims must go through the CONSORTIUM.

County claims covered by this provision shall be referred to the Consortium's Executive Director for action in accordance with this provision. The Consortium will be entering into other vendor contracts on behalf of the Member counties and anticipates including comparable language in some or all of those contracts. County claims arising under those other contracts shall also be referred to the Consortium's Executive Director for action in accordance with the requirements set forth in those contracts.

4.2. County Hardware and Software License Purchases.

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

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

4.2.3. Upon receiving a change order request from the County for hardware and/or Software licenses, the Consortium will forward the change order to the Primary Project Vendor for a cost estimate that will be provided in accordance with the procedures in the Consortium agreements with the Primary Project Vendor, including estimates with all appropriate costs for the items specified in the request as well as all other hardware and/or Software licenses and hardware maintenance that is necessary

to ensure compliance with Consortium specifications. Such other hardware may include, but is not limited to, network and Central Equipment, such as switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate County Staff following receipt of the estimate from the Primary Project Vendor Staff.

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

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

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

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

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

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

4.3. Separate Services.

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

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

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

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

4.6. Sharing of Business Records. Notwithstanding Section 4.1 (Fiscal Responsibilities and Claiming), to ensure financial accountability of the Consortium and County the Parties agree to cooperate in the disclosure to the other Members of all business records (including, but not limited to, certified copies of records of all accounts, funds, and monies for the Project) except to the extent limited, restricted, or prohibited by law or applicable privilege.

4.7. Access to Books and Records by Regulatory Agencies. The Parties agree to maintain and make available for inspection sufficient records, files, and documentation that are not otherwise limited/restricted/prohibited by law or applicable

privilege, necessary in the case of audit by the State or federal agency, or other regulatory agency.

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

4.8.1. The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Executive Director and County Director will work in good faith to resolve the dispute. If the Executive Director and the County Director cannot resolve the disputed issue(s) within five (5) business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

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

4.10. Transfer of Impaired Devices.

4.10.1. Transfer of Impaired Devices.

A. Transfer of Impaired Devices. County conveys, assigns, and transfers to Consortium, and Consortium hereby accepts from County, all rights, titles, and interests of County in and to all of the Impaired Devices on the terms and conditions set forth herein. County is responsible for removing all County-Purchased Software and Data prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby authorizes Consortium to remove any and all County-Purchased Software and Data if County is unable to remove prior to transfer.

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

4.10.2. Transfer Events.

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

4.10.3. Disclaimers of Representations and Warranties.

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

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

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

4.10.4. Limitations of Liability and Exclusive Remedies.

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

The waiver stated above only relates to matters covered by Section 10.4 (Transfer of Impaired Devices) and extends to any rights such person or entity may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

4.10.5. Responsibility for Software Licenses.

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

Subject to the provisions of Section 4.2.6 herein, County shall retain all rights and obligations associated with any license to County-Purchased Software contained on any and all Impaired Devices that County transfers to Consortium.

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

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

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. This MOU shall commence on June 28, 2019 ("Effective Date") and shall remain in effect so long as the Member is a member of the Consortium, unless terminated as specified herein.

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

5.3 Termination of Consortium or County's Consortium Membership. This 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 sufficiently addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

SIGNATURES ON FOLLOWING PAGES

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Alameda

By:

Richard Valle, President
Board of Supervisors

Approved As to Form

Donna R. Ziegler, County Counsel

By:

Victoria Wu
Assistant County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Alpine

By:

Donald Jardine, Chair
Board of Supervisors

Approved As to Form
Alpine County Counsel

By:

David Prentice

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Amador

By:

Richard M. Forster, Chair
Board of Supervisors

Approved As to Form
Amador County Counsel

By:

Gregory Gillott

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Butte

By:

Steve Lambert, Chair
Board of Supervisors

Approved As to Form
Butte County Counsel

By:

Bruce Alpert

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Calaveras

By:

Michael Oliveria, Chair
Board of Supervisors

Approved As to Form
Calaveras County Counsel

By:

Sarah DeKay

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Colusa

By:

Gary J. Evans, Chair
Board of Supervisors

Approved As to Form
Colusa County Counsel

By:

Marcos Kropf

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Contra Costa

By:

_____, Chair
Board of Supervisors

Approved As to Form
Contra Costa County Counsel

By:

Hannah Shafsky

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Del Norte

By:

Chris Howard, Chair
Board of Supervisors

Approved As to Form
Del Norte County Counsel

By:

Elizabeth Cable

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of El Dorado

By:

Sue Novasel, Chair
Board of Supervisors

Approved As to Form
El Dorado County Counsel

By:

Michael Ciccozzi
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Fresno

By:

Nathan Magsig, Chairman
Board of Supervisors

Approved As to Legal Form

Daniel C. Cederborg, Fresno County Counsel

By:

Janelle E. Kelley for Daniel C. Cederborg
Assistant County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Glenn

By:

Keith Corum, Chair
Board of Supervisors

Approved As to Form
Glenn County Counsel

By:

Sylvia Duran
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Humboldt

By:

Rex Bohn, Chair
Board of Supervisors

Approved As to Form
Humboldt County Counsel

By:

Jefferson Billingsley

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Imperial

By:

Michael W. Kelley, Chair
Board of Supervisors

Approved As to Form
Imperial County Counsel

By:

Katherine Turner

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Inyo

By:

Richard Pucci, Chair
Board of Supervisors

Approved As to Form
Inyo County Counsel

By:

Marshall Rudolph

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Kern

By:

David Couch, Chair
Board of Supervisors

Approved As to Form
Kern County Counsel

By:

Bryan Walters

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Kings

By:

Richard Valle, Chair
Board of Supervisors

Approved As to Form
Kings County Counsel

By:

Juliana Gmur
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Lake

By:

Tina Scott, Chair
Board of Supervisors

Approved As to Form
Lake County Counsel

By:

Anita Grant

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Lassen

By:

Jeff Hemphill, Chair
Board of Supervisors

Approved As to Form
Lassen County Counsel

By:

Bob Burns

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Los Angeles

By:

Kathryn Barger, Chair
Board of Supervisors

Approved As to Form
Los Angeles County Counsel

By:

Truc Moore

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Madera

By:

Brett Frazier, Chair
Board of Supervisors

Approved As to Form
Madera County Counsel

By:

Mary Binnings
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Marin

By:

Kathrin Sears, Chair
Board of Supervisors

Approved As to Form
Marin County Counsel

By:

Valorie Boughey
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mariposa

By:

Miles Menetrey, Chair
Board of Supervisors

Approved As to Form
Mariposa County Counsel

By:

Steven Dahlem

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mendocino

By:

Carrie Brown, Chair
Board of Supervisors

Approved As to Form
Mendocino County Counsel

By:

Katharine Elliott

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Merced

By:

Lloyd Pareira, Chair
Board of Supervisors

Approved As to Form
Merced County Counsel

By:

Thomas Ebersole
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Modoc

By:

Kathie Rhoads, Chair
Board of Supervisors

Approved As to Form
Modoc County Counsel

By:

Margaret Long

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mono

By:

John Peters, Chair
Board of Supervisors

Approved As to Form
Mono County Counsel

By:

Stacey Simon

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Monterey

By:

John M. Phillips, Chair
Board of Supervisors

Approved As to Form
Monterey County Counsel

By:

Anne Brereton

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Napa

By:

Ryan Gregory, Chair
Board of Supervisors

Approved As to Form
Napa County Counsel

By:

Susan Altman

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Nevada

By:

Richard Anderson, Chair
Board of Supervisors

Approved As to Form
Nevada County Counsel

By:

Scott McLeran

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

County:

Dated: _____

County of Orange

By:

Lisa A. Bartlett, Chairwoman
Board of Supervisors

Approved As to Form
Orange County Counsel

By:

Annie Loo

Deputy County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Placer

By:

Jeff Brown, Department Director
Placer County Health and Human
Services

Approved As to Form
Placer County Counsel

By:

Renju Jacob
Deputy County Counsel

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Plumas

By:

Michael Sanchez, Chair
Board of Supervisors

Approved As to Form
Plumas County Counsel

By:

R. Craig Settlemyre

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Riverside

By:

Kevin Jeffries, Chair
Board of Supervisors

Approved As to Form
Riverside County Counsel

By:

Danielle Maland
Deputy County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sacramento

By:

Ann Edwards, Director
Department of Human Assistance

Approved As to Form
Sacramento County Counsel

By:

Rick Heyer

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Benito

By:

Anthony Botelho, Chair
Board of Supervisors

Approved As to Form
San Benito County Counsel

By:

Irma Valencia

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Bernardino

By:

Curt Hagman, Chair
Board of Supervisors

Approved As to Form
San Bernardino County Counsel

By:

Adam Ebright

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Diego

By:

Supervisor Dianne Jacob, Chairwoman
Board of Supervisors

Approved As to Form
San Diego County Counsel

By:

County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Francisco

By:

Norman Yee, President
Board of Supervisors

Approved As to Form
San Francisco County Counsel

By:

David K. Ries
Deputy City Attorney

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Joaquin

By:

Miguel A. Villapudua, Chair
Board of Supervisors

Approved As to Form
San Joaquin County Counsel

By:

Kimberly D. Johnson
Deputy County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Luis Obispo

By:

Devin Drake, Director
Department of Social Services

Approved As to Form
San Luis Obispo County Counsel

By:

Hillary Matos for Rita Neal

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of San Mateo

By:

David Pine, President
Board of Supervisors

Approved As to Form
San Mateo County Counsel

By:

Kristina Paszek

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Santa Barbara

By:

Steve Lavagnino
Chair, Board of Supervisors

Approved As to Form
Santa Barbara County Counsel

By:

Paul Lee
Deputy County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Santa Clara

By:

S. Joseph Simitian, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

Tiffany Lennear
Assistant Clerk of the Board of Supervisors

Approved As to Form and Legality

Javier Serrano
Deputy County Counsel

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Santa Cruz

By:

Ryan Coonerty, Chair
Board of Supervisors

Approved As to Form
Santa Cruz County Counsel

By:

Dana McRae
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Shasta

By:

Leonard Moty, Chairman
Board of Supervisors
County of Shasta, State of California

Attest:

By: _____

Approved As to Form
Shasta County Counsel

By:

Alan Cox
County Counsel

Risk Management Approval

By:

James Johnson
Risk Management Analyst

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sierra

By:

Paul Roen, Chair
Board of Supervisors

Approved As to Form
Sierra County Counsel

By:

David Prentice

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Siskiyou

By:

Brandon Criss, Chair
Board of Supervisors

Approved As to Form
Siskiyou County Counsel

By:

Edward J. Kiernan
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Solano

By:

Brigitta E. Corsello
County Administrator

Approved As to Form
Solano County Counsel

By:

Dennis Bunting

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sonoma

By:

David Rabbitt
Board of Supervisors

Approved As to Form
Sonoma County Counsel

By:

Adman Radtke
Deputy County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Stanislaus

By:

Terry Withrow, Chair
Board of Supervisors

Approved As to Form
Stanislaus County Counsel

By:

John P. Doering
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sutter

By:

Mat Conant, Chair
Board of Supervisors

Approved As to Form
Sutter County Counsel

By:

Jean Jordan

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tehama

By:

Steve Chamblin, Chair
Board of Supervisors

Approved As to Form
Tehama County Counsel

By:

Andrew Plett
County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Trinity

By:

Judy Morris, Chair
Board of Supervisors

Approved As to Form
Trinity County Counsel

By:

Margaret Long

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tulare

By:

Kuyler Crocker, Chair
Board of Supervisors

Approved As to Form
Tulare County Counsel

By:

Jennifer M. Flores

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tuolumne

By:

Karl Rodefer, Chair
Board of Supervisors

Approved As to Form
Tuolumne County Counsel

By:

Sarah Carrillo

(Title)

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Ventura

By:

Supervisor Steve Bennett
Chair, Board of Supervisors

Approved As to Form
Ventura County Counsel

By:

Joseph Randazzo

County Counsel

Attest:

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

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Yolo

By:

_____, Chair
Board of Supervisors

Approved As to Form
Yolo County Counsel

By:

Hope P. Welton for Philip J. Pogledich

(Title)

Attest:

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

Dated: _____

Consortium:
CalSAWS Consortium

By:

_____, Chair
Board of Directors

Dated: _____

County:
County of Yuba

By:

Mike Leahy, Chair
Board of Supervisors

Approved As to Form
Yuba County Counsel

By:

Courtney C. Abril
County Counsel

Attest:

CalSAWS BYLAWS - FOURTH AMENDED

**CALSAWS CONSORTIUM
BYLAWS - FOURTH AMENDED**

I. NAME OF ORGANIZATION

The name of this organization is the CalSAWS Consortium (hereinafter alternately referred to as "Consortium").

II. PURPOSE

These Bylaws are established to govern the meetings of the Board of Directors ("Board") and the Member Representatives of the Consortium, and for such other purposes as are necessary pursuant to the Second Amended and Restated Joint Exercise of Powers Agreement ("Agreement").

III. REGIONS

The Members of the Consortium are organized into the following regions ("Regions"):

Region 1: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma.

Region 2: Alpine, Amador, Calaveras, El Dorado, Mono, Nevada, Placer, Sacramento, Sierra, Sutter, Tuolumne, Yolo, and Yuba.

Region 3: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity.

Region 4: Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Tulare, and Stanislaus.

Region 5: Imperial, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura.

Region 6: Los Angeles County.

IV. BOARD OF DIRECTORS

A. The functions of the Board and the procedures for appointing Directors are contained in the Agreement. Should a vacancy occur during an unfinished term, the affected Region shall, within ninety (90) calendar days, appoint a new Director to the Board to complete the term.

CaISAWS BYLAWS - FOURTH AMENDED

B. Meetings Of The Board

1. **Regular Meetings.**

The Board shall hold at least one regular meeting each quarter of every year. The date and hour of the regular meetings shall be determined by the Secretary or as specified by the Board. Any addition to the number of meetings held each year shall be as specified by the Board. Meetings shall be held in accordance with Sections 2.05 (Meetings of the Board; the Member Representatives) and 2.07 (Quorum; Required Votes; Approvals) of the Agreement.

2. **Meeting Location.**

Regular quarterly meetings of the Board shall be held at the project site located at 11290 Pyrites Way, Rancho Cordova, California, or within the boundaries of Sacramento County, or any Member county at a location determined by the Chair of the Board. Closed sessions shall be held at the same location unless the Chair of the Board designates another location. Additional meetings called by the Board, if any, may be held within the boundaries of any Member county.

3. **Addressing The Board.**

Any member of the public may address the Board: (a) on an agenda item before or during the Board's consideration of the item, and (b) on any matter not on the agenda that is within the subject matter jurisdiction of the Board at the time provided on the agenda for public comment. The person wishing to address the Board may, when recognized by the Chair of the Board, announce his or her name and organization. The Chair shall, in the interest of facilitating the business of the Board, limit the amount of time which a member of the public may use in addressing the Board to five minutes on each action item, unless the Chair or a majority of the Board determines that a different time is appropriate. In addition, the Chair shall, in the interest of facilitating the business of the Board, limit the total amount of time which a member of the public may use in addressing the Board on all agenda items to ten minutes, unless the Chair, or a majority of the Board, determines that a different limit is appropriate.

4. **Disruptive Conduct – Removal From Room.**

In the event any meeting of the Board is willfully disrupted by a person or by a group or groups of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of persons willfully disrupting the meeting to leave the meeting or be removed from the meeting.

CaISAWS BYLAWS - FOURTH AMENDED

Disruptive conduct includes, but is not limited to, addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the floor when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

5. Waiver Of Rules.

The Chair of the Board may waive any rule contained in this section not required by law.

6. Open Meetings.

All meetings of the Board shall be open and public in accordance with the provisions of the Ralph M. Brown Act ("Brown Act") (Section 54950 et seq. of the California Government Code), and all persons shall be permitted to attend any meeting of the Board, except as otherwise provided herein or by operation of law.

7. Closed Sessions.

The Board may hold closed sessions as provided by law. All information received by a Director or Alternate Board Director in closed session related to information presented to the Consortium shall be confidential. However, the Director or Alternate Board Director may disclose information obtained in a closed session that has direct financial or liability implications for the Member that the Director or Alternate Board Director represents, to the following individuals:

- A. Legal counsel of that Member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Member.
- B. Other members of the legislative body of the Member present in a closed session for that Member.

8. Adjourned Meetings.

The Board may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Secretary to the Board may declare the meeting adjourned to a stated time and place, and the Secretary shall cause a written notice of the adjournment to be given in the same manner as provided herein for special meetings, unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment

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shall be conspicuously posted on or near the door of the room or placed where the regular, adjourned regular, special, or adjourned special meeting was held within twenty-four (24) hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

9. Special Meetings.

A special meeting may be called at any time by the Chair of the Board, or by a majority of the members of the Board, by delivering personally or by mail or electronically written notice to each member of the Board. Such notice shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. The Board shall consider no other business at such meetings. The written notice may be dispensed with as to any member of the Board who at, or prior to, the time the meeting convenes files with the Secretary to the Board a written waiver of notice. The written notice may also be dispensed with as to any member of the Board who was actually present at the meeting at the time it convenes. The call and notice of the special meeting shall be posted at least twenty-four (24) hours prior to the meeting in a location that is freely accessible to members of the public.

10. Teleconference Meetings.

A meeting may be conducted by teleconference at the discretion of the Chair of the Board. All teleconference meetings shall comply with Government Code section 54953(b). A quorum of the Directors must participate in the teleconference meeting from counties in which the Consortium operates. All votes taken during a teleconference meeting must be conducted by roll call. All teleconference locations shall be accessible to the public, including those with disabilities, during the meeting. A meeting agenda shall be posted at each teleconference location.

11. Quorum; Required Votes; Approvals.

Meetings, including teleconference meetings, shall comply with the quorum and voting requirements as set forth in Section 2.07 (Quorum; Required Votes; Approvals) of the Agreement.

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12. Appointment of Alternate Board Directors.

As provided for in Section 2.04(c) (Board of Directors) of the Agreement, each Director may appoint Alternate Board Director(s). Alternate Board Directors may act in their Director's absence and shall exercise all rights and privileges of a Director. In order to appoint an Alternate Board Director, each Director shall provide the Secretary to the Board with written notice identifying the specified Alternate Board Director authorized to act on behalf of the Director during his or her term. In the event a designated Alternate Board Director needs to be changed, written notice will be provided by the Director to the Secretary to the Board prior to the new Alternate Board Director's participation at any meeting.

V. MEETINGS OF THE MEMBER REPRESENTATIVES

A. The functions of the Member Representatives and the procedures for designating Member Representatives are contained in the Agreement.

B. Meetings Of The Member Representatives

1. Regular Meetings.

The Member Representatives shall hold at least two regular meetings each year. The date and hour of the regular meetings shall be determined by the Secretary or as specified by the Member Representatives. Any addition to the number of meetings held each year shall be as specified by the Member Representatives. Meetings shall be held in accordance with Sections 2.05 (Meetings of the Board; the Member Representatives) and 2.07 (Quorum; Required Votes; Approvals) of the Agreement.

2. Meeting Location.

Regular meetings of the Member Representatives shall be held within the boundaries of Sacramento County or any Member county at a location determined by the Secretary or as specified by the Member Representatives.

3. Meeting Procedures.

Meetings of the Member Representatives shall be conducted in the same manner as set forth for the Board.

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VI. OFFICERS

A. Chair And Vice-Chair

A Chair and a Vice-Chair shall be elected pursuant to the procedures set forth in Section 3.01 (Chair and Vice-Chair) of the Agreement. The Chair of the Board shall preserve order and decorum and shall decide questions of order subject to appeal to the Board for Board meetings and to the Member Representatives for Member Representative meetings. In the Chair's absence, the Vice-Chair shall act as Chair for Board meetings and Member Representative meetings. All documents approved by the Board which require a signature shall be signed by the Chair, or in his/her absence the Vice-Chair. The Chair shall approve agenda items before the items are placed on the agenda for Board and Member Representative meetings, or in his/her absence, the Vice-Chair shall perform this function.

B. Secretary

The Consortium Executive Director shall act as Secretary to the Board, shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, and shall prepare the following:

- An agenda for each regular and special meeting of the Board, and of the Member Representatives. The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the meeting and shall be posted at least seventy-two (72) hours before any regular meeting and twenty-four (24) hours before any special meeting in a location that is freely accessible to members of the public.
- Official minutes of each regular and special meeting indicating attendance and recording actions taken at each meeting. The minutes for each meeting shall be distributed to each Member Representative and filed with the official records of the Consortium.

VII. QUESTIONS OF LAW

The legal advisor and counsel to the Consortium is selected by the Board. All contracts and contract amendments shall be referred to the Consortium's Legal Counsel for approval as to form.

VIII. SUBCOMMITTEES

All meetings of the Subcommittees, 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 California Government Code).

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A. Project Steering Committee

Each Region will nominate one or more candidates from among its Deputy Directors, or small county equivalents, to serve on the Project Steering Committee. This person must be at an executive level within the county (second-in-command), who has immediate access to the County Welfare Director, or Children and Family Services Director, if applicable, and is empowered to make executive level decisions. Regions 1 and 4 will each appoint two (2) Project Steering Committee members, Regions 2 and 3 will each appoint one (1) Project Steering Committee member, and Regions 5 and 6 will each appoint three (3) Project Steering Committee members to the Project Steering Committee following a majority vote by the Member Representatives for each Region comprised of more than one county, who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals) of the Agreement. No person shall be elected to serve on the Project Steering Committee unless he or she accepts the nomination from his or her Region. Committee members shall serve for one (1) year terms running concurrently with the Consortium's Fiscal Year. Should a vacancy occur during an unfinished term, the Region so affected shall, within ninety (90) days, appoint a new Project Steering Committee member to complete the term.

The Project Steering Committee shall be co-chaired. The Co-Chairs shall be elected from among the Project Steering Committee members annually in May, and serve for one (1) year terms running concurrently with the Consortium's Fiscal Year.

In addition to any duties assigned by the Board, the Project Steering Committee shall meet with the Consortium's Executive Director and Consortium staff for Consortium status updates, to review and resolve outstanding Consortium issues and to provide feedback and insight regarding the direction of the Consortium. The Project Steering Committee shall also coordinate and communicate with the Members to ensure work products reflect a consolidated business approach, represent Member views in policy discussions that impact business practices, and serve as advisors and oversight for Consortium staff. The Project Steering Committee shall follow the quorum and voting requirements for the Board set forth in Section 2.07 (Quorum; Required Votes; Approvals) of the Agreement.

1. Project Steering Committee members, or their designees, shall appoint personnel from their respective Regions to serve on project committees. There shall be up to three (3) people per Region appointed to each committee, unless otherwise deemed necessary by the Project Steering Committee, except Region 6 may appoint up to four (4) people to participate on these committees.

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2. Project Steering Committee members, or their designees, shall recruit personnel from their respective Regions to serve on workgroups, which are established from time to time to address specific Consortium and system(s)-related initiatives. These workgroups are time-limited and disbanded at the completion of the initiative. The number of personnel and type of skill set required shall be determined by the Project Steering Committee members, or their designees, for each Region.
3. Committee Attendance. All Project Steering Committee members are expected to attend meetings. Committee member absences will be noted in the minutes. If a committee member who has been duly notified of committee meetings misses three (3) meetings within a one-(1) year period, the committee member shall be contacted formally and in writing requesting a written response of the member's ability to continue participation in the committee. If a written response acceptable to the committee is not received within thirty (30) calendar days, then the committee member may be asked to resign for cause.

For instances in which a committee member's absence is planned, the Project Steering Committee member from their respective Region or their designee, may recruit a temporary committee replacement.

B. System Subcommittees

1. General

- a. In recognition that each system (WCDS, C-IV, and LRS) will need to continue to be modified in order to comply with federal and state policy changes, as well as to meet the functional needs of counties in delivering these programs and services, three System Subcommittees are established. These Subcommittees will meet on an as-needed basis and will operate under the following general guidance: (1) system modifications should not adversely impact the collective efforts to migrate to a single system; and (2) prioritization of modifications to individual systems should ensure the timely implementation of federal and state policy changes to maintain alignment of system functionality to the greatest extent possible. Modifications that are not urgently required should be handled through contacts with Consortium staff and the ordinary committee and work group process established by the Consortium.
- b. Notice of meetings of the System Subcommittees shall be provided to all Member Representatives, together with a copy

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of the agenda for the meeting, at least seventy-two (72) hours prior to the meeting of the System Subcommittee.

- c. The System Subcommittee Co-Chairs/LADPSS shall notify the Consortium's Secretary of decisions made by their Subcommittees. If the Secretary believes a decision either (1) conflicts with priorities established by the Project Steering Committee or another System Subcommittee; or (2) could materially adversely impact the design, development or implementation of the single statewide automated system, the Secretary shall work with the Co-Chairs of the affected System Subcommittee(s)/LADPSS to address these concerns. The decision may be referred to the Project Steering Committee for a recommendation, and if a mutually acceptable solution cannot be found, the decision may be referred to the Board for final action.

2. Welfare Client Data Systems ("WCDS") Subcommittee

- a. Each Member of the Consortium that is a user of the Welfare Client Data Systems ("WCDS") shall be represented by its Welfare Director, or his/her designee as stated in writing by that Welfare Director, on the WCDS Subcommittee. A Member's participation in the WCDS Subcommittee shall automatically terminate when the Member is no longer a user of the WCDS, and the WCDS Subcommittee shall continue on with the remaining users of the WCDS, if applicable. The provisions of this Section VIII.B.2 (WCDS Subcommittee) shall automatically sunset when there are no longer any users of the WCDS.

- b. The WCDS Subcommittee shall be co-chaired. The Co-Chairs shall be elected from among the WCDS Subcommittee members annually by a majority vote of the WCDS Subcommittee members who are present at a meeting of the Member Representatives held pursuant to Section 2.07 of the Agreement, and serve for one (1) year terms running concurrently with the Consortium's Fiscal Year. The WCDS Subcommittee shall convene periodically to review all matters related to the WCDS, as determined by the Co-Chairs, or upon the request of any WCDS Subcommittee member. The affirmative vote of a simple majority (more than one-half) of the WCDS Subcommittee members present at a WCDS Subcommittee meeting shall be required to take any action by the WCDS Subcommittee. Subject to the provisions of Subsection VIII.B.1.c, the Board will take affirmative action to implement urgent fixes, changes, and prioritization of changes to the WCDS as recommended by the WCDS Subcommittee and paid

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for from WCDS maintenance and operations hours or wholly paid for by the affected WCDS county(ies); provided, however, that the Board retains discretion concerning any decision if the Board determines the decision could materially adversely impact the design, development or implementation of the single statewide automated system.

- c. The WCDS Subcommittee Co-Chairs shall meet with the Consortium's Executive Director and Consortium staff for Consortium status updates, to review and resolve outstanding Consortium and WCDS Subcommittee issues and to provide feedback and insight regarding the direction of the Consortium.

3. C-IV Subcommittee

- a. Each Member of the Consortium that is a user of the C-IV System shall be represented by its Welfare Director, or his/her designee as stated in writing by that Welfare Director, on the C-IV Subcommittee. A Member's participation in the C-IV Subcommittee shall automatically terminate when the Member is no longer a user of the C-IV System, and the C-IV Subcommittee shall continue on with the remaining users of the C-IV System, if applicable. The provisions of this Section VIII.B.3 (C-IV Subcommittee) shall automatically sunset when there are no longer any users of the C-IV System.

- b. The C-IV Subcommittee shall be co-chaired. The Co-Chairs shall be elected from among the C-IV Subcommittee members annually by a majority vote of the C-IV Subcommittee members who are present at a meeting of the Member Representatives held pursuant to Section 2.07 of the Agreement, and serve for one (1) year terms running concurrently with the Consortium's Fiscal Year. The C-IV Subcommittee shall convene periodically to review all matters related to the C-IV, as determined by the Co-Chairs, or upon the request of any C-IV Subcommittee member. The affirmative vote of a simple majority (more than one-half) of the C-IV Subcommittee members present at a C-IV Subcommittee meeting shall be required to take any action by the C-IV Subcommittee. Subject to the provisions of Subsection VIII.B.1.c, the Board will take affirmative action to implement urgent fixes, changes, and prioritization of changes to the C-IV System as recommended by the C-IV Subcommittee and paid for from C-IV maintenance and operation hours or paid for wholly by the affected C-IV county(ies); provided, however, that the Board retains discretion concerning any decision if the Board determines the decision could materially adversely

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impact the design, development or implementation of the single statewide automated system.

- c. The C-IV Subcommittee Co-Chairs shall meet with the Consortium's Executive Director and Consortium staff for Consortium status updates, to review and resolve outstanding Consortium and C-IV Subcommittee issues and to provide feedback and insight regarding the direction of the Consortium.

4. Leader Replacement System ("LRS") Subcommittee

- a. Until all thirty-nine (39) C-IV Members are using the Leader Replacement System ("LRS"), Los Angeles County's Director of Public Social Services ("LADPSS"), or his/her designee as stated in writing by the LADPSS, shall function as the LRS Subcommittee. Because these functions will be carried out by a single individual neither the requirements of the Brown Act nor Section VII.B.1.b shall apply, but the LADPSS shall provide timely notice of his/her decisions to Members. The provisions of this Section VIII.B.4 (LRS Subcommittee) shall automatically sunset when all thirty-nine (39) Members using the C-IV System are using the LRS.

- b. The LADPSS may review urgent fixes, changes, and prioritization of changes, to the LRS, which are significant in nature, to include those needed to avoid or mitigate: (1) potential or pending litigation, (2) negative financial impacts to Region 6, or (3) potential damages, penalties or fines that may be imposed by courts or regulatory/oversight agencies and departments. Region 6's business and operational requirements that may be directed or mandated by the State of California and/or federal agencies, shall also be considered and given priority when making changes to the LRS. Subject to the provisions of Subsection VIII.B.1.c, the Board will take affirmative action to implement urgent fixes, changes, and prioritization of changes to the LRS approved by the LRS Subcommittee and paid from LRS modification and enhancement hours or wholly paid for by LA County; provided, however, that the Board retains discretion concerning any decision if the Board determines the decision could materially adversely impact the design, development or implementation of the single statewide automated system.

- c. The LADPSS shall meet with the Consortium's Executive Director and Consortium staff for Consortium status updates, to review and resolve outstanding Consortium and LRS

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Subcommittee issues and to provide feedback and insight regarding the direction of the Consortium.

IX. BUDGET AND FISCAL REPORT

A. Annual Budget

The Board shall adopt an annual budget for each Fiscal Year, which shall first be provided to each Member Representative. The Consortium Executive Director shall oversee the preparation of the budget.

B. Annual Operational And Fiscal Reports

The Board shall cause an annual operational report and an annual fiscal report to be prepared and provided to each Member Representative.

X. CONSTRUCTION AND AMENDMENT OF BYLAWS

A. Bylaw Provisions Contrary To Or Inconsistent with Provisions Of Law

Any provision of these bylaws that is contrary to or inconsistent with any applicable provision of law, shall not apply as long as the provision of law remains in effect, but this result shall not affect the validity or applicability of any other portion of these bylaws.

B. Amending Bylaws

Bylaws may be adopted, amended or repealed by the Board, with the concurrence of the Member Representatives, in accordance with the voting provisions of Section 2.08 (Bylaws) of the Agreement.

C. Definitions

The proper terms, for example, "Member," used in this document, shall have the same meaning as in the Agreement.

D. Receipt of Confidential Information

Member Representatives and individuals duly appointed to Subcommittees and ad hoc committees of the Consortium may, from time to time, receive confidential information related to a Member of the Consortium. Such information shall be kept confidential, and any confidential writings shall be exempt from disclosure in accordance with Government Code section 6254.5(e).

CERTIFICATE OF SECRETARY

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I certify that I am the duly appointed Secretary to the Board of Directors of the CalSAWS Consortium (Consortium) and that the above bylaws, consisting of (12) pages, including this page, are the bylaws of this body as amended by the Board, with concurrence of the Member Representatives, on _____.

Date: _____

By: _____
Consortium Executive Director & Secretary to the Board

DRAFT

City and County of San Francisco



London Breed, Mayor

Human Services Agency

Department of Human Services
Department of Aging and Adult Services
Office of Early Care and Education

Trent Rhorer, Executive Director

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February 19, 2019

Angela Calvillo, Clerk of the Board
Board of Supervisors
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

RE: Approval of the California Single Statewide Automated Welfare System (CalSAWS) Joint Powers Authority and Certification of the Memorandum of Understanding between California Single Statewide-automated welfare system (CalSAWS) and the County of San Francisco

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a resolution which would approve and adopt a fifty-eight county Joint Powers Authority to be known as CalSAWS Consortium, and approve the Memorandum of Understanding by and between the fifty-eight counties in order to permit the City and County of San Francisco to join as a member of the CalSAWS JPA.

The purpose is for the design, development, implementation and ongoing operation and maintenance of an automated welfare system to be used by the 58 counties including San Francisco.

If you need additional information, please contact Tahir Shaikh, Administrative Analyst at 557-6085.

Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.

Thank you for your assistance.

Sincerely,

Trent Rhorer
Executive Director