



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-23

For the meeting of: July 11, 2017

Date: June 14, 2017
To: Board of Supervisors
From: Connie Beck, *CB* For
Director, Department of Health and Human Services
Subject: Approve the Joint Exercise of Powers Agreement (JPA) for California Automated Consortium Eligibility System.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Joint Exercise of Powers Agreement for California Automated Consortium Eligibility System; and
2. Authorize the Chair to execute four (4) copies of the agreement; and
3. Direct Clerk of the Board to route three (3) fully executed copies of the agreement to the Deputy Director, Department of Health and Human Services – Social Services Branch.

SOURCE OF FUNDING:

Social Services Fund

DISCUSSION:

On March 20, 2007 (item C-12), the Board approved the Joint Exercise of Powers Agreement for

Prepared by Bobbi Wibbenhorst, Staff Services Analyst II

CAO Approval *[Signature]*

REVIEW: Auditor *WSH* County Counsel *BA* Personnel _____ Risk Manager *[Signature]* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*
Ayes *Fennell, Bohn, Bass, Wilson*
Nays _____
Abstain _____
Absent *Sundberg*

PREVIOUS ACTION/REFERRAL:

Board Order No. C-12

Meeting of: 03/20/2007

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: July 11, 2017
By: *[Signature]*
Kathy Hayes, Clerk of the Board

California Statewide Automated Welfare System Consortium IV (C-IV) Since 2010, Humboldt County is one of the 39 counties that have shared use of C-IV C-IV provides eligibility determination and benefit calculation for public assistance programs On September 11, 2011, the California State Legislature adopted Assembly Bill (AB) 16 calling for “the migration of the 39 C-IV Counties into a single system jointly designed by the 39 counties plus Los Angeles County” All forty (40) counties have come together to create the California Automated Consortium Eligibility System (CalACES) Migration to CalACES will be completed in early 2020

With the Board’s acceptance of the CalACES JPA, procurement for the required migration development and implementation can proceed on behalf of all the counties Parts of the development and implementation phase for CalACES are scheduled to start in January 2018 In order to use the new automated eligibility system, Humboldt County will be required to join the CalACES JPA

By entering into the JPA, Humboldt County is committing to participate in the JPA Each member county will be represented by their County Welfare Director unless the Board of Supervisors of the member county appoints one of its board members to serve as the member representative The member counties of the JPA are divided into eight regions, each region will nominate and elect a representative to serve on the JPA Board of Directors Los Angeles County (region 8) will have 4 board members Each Director on the Board will serve for no more than 1 year The Board of Directors of the JPA will oversee the budget of CalACES, and reserve approval over any design, development and implementation changes and on-going maintenance of operations to CalACES

FINANCIAL IMPACT

Consortium costs are shared by all member counties based on State Fiscal Year (SFY) 15-16 person counts Humboldt County’s share of the forty (40) county expenses is 0.7% Maintenance and Operations (M&O) costs vary based on the state budget, state county initiatives, and premise funding opportunities Humboldt County’s share of the Two Hundred Forty-Five Thousand, Two-Hundred Forty-Six Dollar (\$245,246) total Design and Implementation (D&I) projected costs is estimated to be One Thousand, Seven Hundred and Seventeen Dollars (\$1,717) during the migration D&I budgeting period as described in the chart below

Humboldt County Migration D&I Estimates					
County Share of Costs	SFY 17-18	SFY 18-19	SFY 19-20	SFY 20-21	Total
0.70%	\$513	\$609	\$379	\$216	\$1,717

All costs relating to migration D&I expenses are covered in the LRS/C-IV migration budget except as noted above All costs relating to migration D&I estimates and travel for JPA meetings are paid through Social Services Administration Budget Unit 511 There is no impact to the General Fund

The JPA exists until it is terminated by the members (JPA Agreement, section 2.02) However, any member may also withdraw from the JPA if they choose (JPA Agreement, section 2.12) As long as the county is a member of the JPA, the MOU between the county and the JPA will define the terms of their relationship

This agreement supports the Board’s Strategic Framework by proving for and maintaining infrastructure

OTHER AGENCY INVOLVEMENT:

California Automated Consortium Eligibility System

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board can choose not to approve the Joint Exercise of Powers Agreement for California Automated Consortium Eligibility System, but, there is a consequence if the county chooses not participate. Humboldt County will have no one to participate on any of the CalACES committees or sub-committees that address issues or actions around the CalACES program.

ATTACHMENTS:

1. California Automated Consortium Eligibility System Joint Exercise of Powers Agreement (4 originals)

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

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

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

TABLE OF CONTENTS

RECITALS	.	.	1
ARTICLE I	.	.	2
Section 1 01	Definitions	.	2
ARTICLE II	.	.	4
GENERAL PROVISIONS REGARDING	.	.	4
PURPOSE, CREATION AND OPERATION OF CONSORTIUM	.	.	4
Section 2 01	Purpose	..	4
Section 2 02	Term	.	4
Section 2 03	Creation of Consortium	.	4
Section 2 04	Member Representative, State Representative, Board of Directors, Appointing Authorities	..	4
Section 2 05	Meetings of the Board, the Member Representatives	.	6
Section 2 06	Minutes	..	7
Section 2 07	Quorum, Required Votes, Approvals	..	7
Section 2 08	Bylaws	..	9
Section 2 09	Annual Budget	..	9
Section 2 10	Annual Operational and Fiscal Report	.	9
Section 2 11	Addition of New Members	..	9
Section 2 12	Withdrawal of Member	.	10
ARTICLE III	.	.	10
OFFICERS AND EMPLOYEES	.	..	10
Section 3 01	Chair and Vice-Chair	..	10
Section 3 02	Secretary	.	10
Section 3 03	Treasurer	..	10
Section 3 04	Officers in Charge of Records, Funds and Accounts	.	10
Section 3 05	Legal Advisor	.	11
Section 3 06	Other Employees	.	11
Section 3 07	Officers and Employees of the Consortium	.	11
ARTICLE IV	.	.	11
POWERS	.	.	11
Section 4 01	General Powers	.	11
Section 4 02	Specific Powers	.	11
Section 4 03	Restrictions on Powers	.	12
Section 4 04	Obligations of Consortium.	.	12
ARTICLE V	.	.	12
CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION	.	.	12
Section 5 01	Contributions	.	12
Section 5 02	Statewide Automated Welfare System Funding Allocations	.	12
Section 5 03	Distribution of Assets upon Termination	.	12

ARTICLE VI	.		12
INDEMNIFICATION AND INSURANCE	.		12
Section 6 01 Consortium Indemnification of Members	.		12
Section 6 02 Member Indemnification	.		13
Section 6 03 Member's Liability for Negligence of its Employees and Contractors	.		13
Section 6 04 Insurance	.		13
Section 6 05 Third Party Beneficiaries	.	..	13
ARTICLE VII	.		14
MISCELLANEOUS PROVISIONS	.	..	14
Section 7 01 Notices	.	.	14
Section 7 02 Law Governing	.	..	18
Section 7 03 Amendments	.	..	18
Section 7 04 Severability	.	.	19
Section 7 05 Successors	.	.	19
Section 7 06 Section Headings	.	.	19
Section 7 07 Multiple Counterparts	.	..	19

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

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

RECITALS.

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

“Director(s)” means the Member Representative(s) appointed to the Board pursuant to Section 2 04 (Member Representative, State Representative, Board of Directors, Appointing Authorities), which may include Alternate Board Director(s) acting in their Director's absence

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

“Implementation” means the rollout of CalACES to all Members

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

“Members” means Member Counties collectively

“Member Representative” means the person(s) representing each Member pursuant to Section 2 04 (Member Representative, State Representative, Board of Directors, Appointing Authorities)

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

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

“Secretary” means the Secretary of the Consortium appointed pursuant to Section 3 02 (Secretary)

“State” means the State of California

“State Representative” means the person representing the State pursuant to Section 2 04 (Member Representative, State Representative, Board of Directors, Appointing Authorities)

“Treasurer” means the Treasurer of the Consortium appointed pursuant to Section 3 03 (Treasurer)

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF CONSORTIUM

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

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

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

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

(a) Member Representative:

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

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

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

(b) State Representative:

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

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

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

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

(d) Appointments to the Board of Directors:

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

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

(a) Regular Meetings:

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

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

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

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

Section 2.07. Quorum; Required Votes; Approvals.

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

Notwithstanding the preceding paragraph, the following provisions shall apply:

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

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

- (b) Member Representatives: The presence of forty percent (40%) of the Member Representatives shall constitute a quorum for the transaction of business, which must include at least two (2) Member Representatives from Region 8, except that less than a quorum may adjourn from time to time. The State Representative's attendance or non-attendance shall have no effect on quorum. The affirmative votes of at least a majority of the Member Representatives present at any meeting at which a quorum is present shall be required to take any action by the Members, which must include at least two (2) affirmative votes from the Member Representatives present from Region 8.
- (i) Dispute Resolution: Except as provided in Section 2.07(a)(i) (Member Representatives Concurrence) above, a majority of the Member Representatives from

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

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

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

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

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

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

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

ARTICLE III

OFFICERS AND EMPLOYEES

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

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

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

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

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

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

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

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

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

ARTICLE IV

POWERS

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

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

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

(f) to invest any money in the treasury pursuant to section 6509 5 of the Act which is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the Government Code, and

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

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

Section 4.04 Obligations of Consortium. Except as otherwise agreed to in Section 6 03 (Member's Liability for Negligence of its Employees and Contractors), the debts, liabilities and obligations of the Consortium shall not be the debts, liabilities and obligations of the Members.

ARTICLE V

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 5.01 Contributions The Members may make contributions from their treasuries for the purpose set forth in Section 2 01 (Purpose), make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances The provisions of section 6504 of the Act are hereby incorporated into this Agreement by reference

Section 5.02 Statewide Automated Welfare System Funding Allocations. Each Member hereby agrees to contribute to the Consortium its funding allocation as defined in Welfare and Institutions Code section 10824 for the purposes stated in Section 2 01 (Purpose) herein and hereby agrees to further contribute to the Consortium any county matches as required in Section 10824, or any successor statute

Section 5 03 Distribution of Assets upon Termination Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of the Consortium shall be divided among the Members proportional to that Member's overall welfare caseload as provided in Welfare and Institutions Code section 10824 and any successor statute and new welfare programs, except that any Member contributions provided under Section 5 01 (Contributions) herein shall be returned to the contributing Member The State Representative is not eligible for such distributions

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6 01 Consortium Indemnification of Members The Consortium shall indemnify, defend and hold harmless each of the Members, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Consortium's acts, errors or omissions and for any costs or expenses incurred by the

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

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

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

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

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

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

Section 6.06. Debts, Liabilities and Obligations.

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

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7 01. Notices Notices hereunder shall be in writing, and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U S mail, first class, postage prepaid

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

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

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

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

Sutter	Director Human Services Department County of Sutter P O Box 1535 Yuba City, CA 95992
Tehama	Director Department of Social Services County of Tehama P O Box 1515 Red Bluff, CA 96080
Trinity	Director Health & Human Services Department County of Trinity P O Box 1470 Weaverville, CA 96093-1470
Tuolumne	Director Department of Social Services County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Yuba	Director Health & Human Services Department County of Yuba P O Box 2320 Marysville, CA 95901

Consortium	Two Notices Required Consortium's Legal Advisor as identified in the Bylaws AND Consortium's Secretary
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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

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

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

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

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

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

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

COUNTY OF ALPINE

Approved As to Form
ALPINE COUNTY COUNSEL

By _____
Terry Woodrow, Chair
Board of Supervisors

By _____
David Prentice

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF AMADOR

Approved As to Form
AMADOR COUNTY COUNSEL

By _____
Richard M Foster, Chair
Board of Supervisors

By _____
Gregory Gillott

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF BUTTE

Approved As to Form
BUTTE COUNTY COUNSEL

By _____
Bill Connelly, Chair
Board of Supervisors

By _____
Bruce Alpert

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF CALAVERAS

Approved As to Form
CALAVERAS COUNTY COUNSEL

By _____
Michael Oliveria, Chair
Board of Supervisors

By _____
Julie Moss-Lewis

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF COLUSA

Approved As to Form
COLUSA COUNTY COUNSEL

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

By: _____
Marcos Kropf

Date: _____

(Title)

Attest:

Date: _____

By: _____

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

COUNTY OF DEL NORTE

Approved As to Form
DEL NORTE COUNTY COUNSEL

By: _____
Chris Howard, Chair
Board of Supervisors

By: _____
Elizabeth Cable

Date: _____

(Title)

Attest:

Date: _____

By: _____

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

COUNTY OF EI DORADO

Approved As to Form
EI DORADO COUNTY COUNSEL

By _____
Shiva Frentzen, Chair
Board of Supervisors

By _____
Michael Ciccozzi

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF GLENN

Approved As to Form
GLENN COUNTY COUNSEL

By _____
Keith Corum, Chair
Board of Supervisors

By _____
Alicia Ekland

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF HUMBOLDT

Approved As to Form
HUMBOLDT COUNTY COUNSEL

By: Virginia Bass
Virginia Bass, Chair
Board of Supervisors

By: _____
Blair Angus

Date: 7/11/17

(Title)

Attest: Bobbie Eberhardt

Date: _____

By: Brooke Eberhardt Deputy Clerk

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

COUNTY OF IMPERIAL

Approved As to Form
IMPERIAL COUNTY COUNSEL

By _____
Michael W Kelley, Chair
Board of Supervisors

By _____
Katherine Turner

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF INYO

Approved As to Form
INYO COUNTY COUNSEL

By _____
Mark Tillemans, Chair
Board of Supervisors

By _____
Marshall Rudolph

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF KERN

Approved As to Form
KERN COUNTY COUNSEL

By _____
Zack Scrivner, Chair
Board of Supervisors

By _____
Bryan Walters

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF KINGS

Approved As to Form
KINGS COUNTY COUNSEL

By _____
Craig Pedersen, Chair
Board of Supervisors

By _____
Colleen Carlson

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF LAKE

Approved As to Form
LAKE COUNTY COUNSEL

By _____
Jeff Smith, Chair
Board of Supervisors

By _____
Anita Grant

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF LASSEN

Approved As to Form
LASSEN COUNTY COUNSEL

By _____
Aaron Albaugh, Chair
Board of Supervisors

By _____
Bob Burns

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF LOS ANGELES

Approved As to Form
LOS ANGELES COUNTY COUNSEL

By _____
Mark Ridley-Thomas, Chair
Board of Supervisors

By _____
Truc Moore

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF MADERA

Approved As to Form
MADERA COUNTY COUNSEL

By _____
Max Rodriguez, Chair
Board of Supervisors

By _____
Dale Bacigalupi

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF MARIN

Approved As to Form
MARIN COUNTY COUNSEL

By _____
Judy Arnold, Chair
Board of Supervisors

By _____
Jenna Brady

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF MARIPOSA

Approved As to Form
MARIPOSA COUNTY COUNSEL

By: _____
Marshall Long, Chair
Board of Supervisors

By: _____
Steven Dahlem

Date: _____

(Title)

Attest:

Date: _____

By: _____

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

COUNTY OF MENDOCINO

Approved As to Form
MENDOCINO COUNTY COUNSEL

By: _____
John McCowen, Chair
Board of Supervisors

By _____
Katharine Elliott

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF MERCED

Approved As to Form
MERCED COUNTY COUNSEL

By _____
Daron McDaniel, Chair
Board of Supervisors

By _____
Claire Lai

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF MODOC

Approved As to Form
MODOC COUNTY COUNSEL

By _____
Geni Byrne, Chair
Board of Supervisors

By _____
Margaret Long

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF MONO

Approved As to Form
MONO COUNTY COUNSEL

By _____
Stacy Corless, Chair
Board of Supervisors

By _____
Stacey Simon

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF MONTEREY

Approved As to Form
MONTEREY COUNTY COUNSEL

By _____
Mary L. Adams, Chair
Board of Supervisors

By _____
Anne Brereton

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF NAPA

Approved As to Form
NAPA COUNTY COUNSEL

By _____
Belia Ramos, Chair
Board of Supervisors

By _____
Susan Altman

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF NEVADA

Approved As to Form
NEVADA COUNTY COUNSEL

By _____
Hank Weston, Chair
Board of Supervisors

By _____
Scott McLeran

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF PLUMAS

Approved As to Form
PLUMAS COUNTY COUNSEL

By _____
Lori Simpson, Chair
Board of Supervisors

By _____
R Craig Settlemire

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF RIVERSIDE

Approved As to Form
RIVERSIDE COUNTY COUNSEL

By: _____
John F. Tavaglione, Chair
Board of Supervisors

By: _____
Neal R. Kipnis

Date: _____

(Title)

Attest:

Date: _____

By: _____

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

COUNTY OF SAN BENITO

Approved As to Form
SAN BENITO COUNTY COUNSEL

By _____
Jaime De La Cruz, Chair
Board of Supervisors

By _____
Irma Valencia

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF SAN BERNARDINO

Approved As to Form
SAN BERNARDINO COUNTY COUNSEL

By _____
Robert A. Lovingood, Chair
Board of Supervisors

By _____
Kristina Robb

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF SAN JOAQUIN

Approved As to Form
SAN JOAQUIN COUNTY COUNSEL

By _____
Charles Winn, Chair
Board of Supervisors

By _____
Kimberly D Johnson

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF SHASTA

Approved As to Form
SHASTA COUNTY COUNSEL

By _____
David Kehoe, Chair
Board of Supervisors

By _____
Alan Cox

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF SIERRA

Approved As to Form
SIERRA COUNTY COUNSEL

By _____
Peter W Huebner, Chair
Board of Supervisors

By _____
David Prentice

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF SISKIYOU

Approved As to Form
SISKIYOU COUNTY COUNSEL

By _____
Michael N Kobseff, Chair
Board of Supervisors

By _____
Brad W Sullivan

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF STANISLAUS

Approved As to Form
STANISLAUS COUNTY COUNSEL

By _____
Vito Chiesa, Chair
Board of Supervisors

By _____
Carrie Stephens

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF SUTTER

Approved As to Form
SUTTER COUNTY COUNSEL

By: _____
Jim Whiteaker, Chair
Board of Supervisors

By: _____
Jean Jordan

Date: _____

(Title)

Attest:

Date: _____

By: _____

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

COUNTY OF TEHAMA

Approved As to Form
TEHAMA COUNTY COUNSEL

By _____
Dennis Garton, Chair
Board of Supervisors

By _____
Trisha C Weber

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF TRINITY

Approved As to Form
TRINITY COUNTY COUNSEL

By _____
John Fenley, Chair
Board of Supervisors

By _____
Margaret Long

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF TUOLUMNE

Approved As to Form
TUOLUMNE COUNTY COUNSEL

By _____
Sherrl Brennan, Chair
Board of Supervisors

By _____
Sarah Carrillo

Date _____

(Title)

Attest

Date _____

By _____

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

COUNTY OF YUBA

Approved As to Form
YUBA COUNTY COUNSEL

By: _____
Randy Fletcher, Chair
Board of Supervisors

By: _____
Angil Morris-Jones

Date: _____

(Title)

Attest:

Date: _____

By: _____