

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

TABLE OF CONTENTS

RECITALS:	1
ARTICLE I	2
Section 1.01. Definitions	2
ARTICLE II	4
GENERAL PROVISIONS REGARDING PURPOSE, CREATION, AND OPERATION OF CONSORTIUM	4
Section 2.01. Purpose.....	4
Section 2.02. Term.....	4
Section 2.03. Creation of Consortium	5
Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities	5
Section 2.05. Meetings of the Board; the Member Representatives	7
Section 2.06. Minutes.....	7
Section 2.07. Quorum; Required Votes; Approvals.....	7
Section 2.08. Bylaws.....	8
Section 2.09. Annual Budget.....	9
Section 2.10. Annual Operational and Fiscal Reports.....	9
Section 2.11. Addition of New Members	9
Section 2.12. Withdrawal of Member	9
ARTICLE III	9
OFFICERS AND EMPLOYEES.....	9
Section 3.01. Chair and Vice-Chair	9
Section 3.02. Secretary	9
Section 3.03. Treasurer.....	10
Section 3.04. Officers in Charge of Accounts, Funds, Money, and Records.....	10
Section 3.05. Legal Advisor	10
Section 3.06. Other Employees	10
Section 3.07. Officers and Employees of the Consortium	10
ARTICLE IV	10
POWERS.....	10
Section 4.01. General Powers	10
Section 4.02. Specific Powers.....	11
Section 4.03. Restrictions on Powers	11
Section 4.04. Obligations of Consortium	11
ARTICLE V	11
CONTRIBUTIONS, ASSETS, AND DISTRIBUTION UPON TERMINATION	11
Section 5.01. Contributions.....	11
Section 5.02. Statewide Automated Welfare System Funding Allocations.....	11
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 12

 Section 6.03. Member's Liability for Negligence of its Employees and Contractors 12

 Section 6.04. Insurance 12

 Section 6.05. Third-Party Beneficiaries 12

ARTICLE VII 13

MISCELLANEOUS PROVISIONS 13

 Section 7.01. Notices 13

 Section 7.02. Law Governing 20

 Section 7.03. Amendments 20

 Section 7.04. Severability 20

 Section 7.05. Successors 20

 Section 7.06. Section Headings 20

 Section 7.07. Multiple Counterparts 20

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 CalWIN, 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, CalWIN, 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.

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.