

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

OMX

DEPT: Community Services Agency

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE March 30, 2010

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Amended Joint Exercise of Powers Agreement and new Memorandum of Understanding between the California Statewide Automated Welfare System Consortium IV and the County of Stanislaus, and Approval to Purchase Scanners Funded by the Project

STAFF RECOMMENDATIONS:

1. Approve the Second Amended California Statewide Automated Welfare System Consortium IV Joint Exercise of Powers Agreement.
2. Authorize the Chairman of the Board of Supervisors to sign the Second Amended California Statewide Automated Welfare Systems Consortium IV Joint Exercise of Powers Agreement.

Continued on Page 2

FISCAL IMPACT:

The Second Amended California Statewide Automated Welfare System Consortium IV Joint Exercise of Powers Agreement reflects the implementation of the C-IV Automated System in the 35 migration counties. The amendment further documents and establishes the new 39 C-IV Consortium County regional representation model.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2010-156

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS (Continued):

3. Approve the new Memorandum of Understanding (MOU) Between the California Statewide Automated Welfare System Consortium IV Joint Exercise of Powers and the County of Stanislaus.
4. Authorize the Chairman of the Board of Supervisors to sign the new Memorandum of Understanding.
5. Approve the California Statewide Automated Welfare System Consortium IV, County Purchase Approval ST-01-2010.
6. Authorize the Director of the Community Services Agency or her Designee to execute Purchase Approval ST-01-2010.

FISCAL IMPACT (Continued):

The new MOU establishes a single 39 C-IV county agreement. The MOU also clarifies ownership of county purchased hardware and software licenses.

The MOU authorized the C-IV Projects issuance of County Purchase Approval ST-01-2010 in the amount of \$34,666 for Type 1 Scanners. Appropriations and estimated revenues in the amount of \$34,666 to support this purchase have been included in the Agency's Fiscal Year 2009-2010 Mid-Year CSA-Services and Support budget. Federal funding from the Department of Health Care Services Medi-Cal allocation specifically identified for the security of Personal Identifiable Information (PII) will be used to make this purchase. County Purchasing Approval ST-01-2010 increases the Fiscal Year 2009-2010 C-IV Maintenance of Operations agreement by \$34,666. The total amount of this agreement increases from \$6,290,057 to \$6,324,723. The Medi-Cal allocation is 100% Federal and State funded and the C-IV benefiting programs are supported through a base County Maintenance of Effort.

There is no additional cost to the County General Fund as a result of these agreements.

DISCUSSION:

Chapter 303 of the Budget Act of 1995 mandated the development of a Statewide Automated Welfare System (SAWS), and authorized the development of a Multiple County Consortium Strategy as the foundation of the SAWS effort. This mandate authorized the automation of the Eligibility and Case Management functions of the various welfare programs. There were three consortiums in existence when this Budget Act was passed: LEADER, CalWIN, and Integrated Statewide Automated System (ISAWS). Due to

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technical, policy and business considerations, the counties of Merced, Riverside, San Bernardino and Stanislaus had not affiliated themselves with one of the three consortiums and agreed to partner as the fourth consortium; known as SAWS Consortium IV (C-IV).

On December 8, 1998, the Board of Supervisors approved the SAWS Joint Exercise of Powers Agreement (JPA) with CSA and the Counties of Merced, Riverside, and San Bernardino for the long-term governance of the SAWS Consortium IV.

On January 9, 2007, the Board of Supervisors approved the Amendment 1 of the Joint Exercise of Powers Agreement which added thirty-five (35) Integrated Statewide Automated Welfare Systems (ISAWS) counties to the current C-IV JPA. The benefit of the increase in C-IV counties membership base was an opportunity to expand and improve the current C-IV system, and to spread the maintenance and vendor costs of operating the C-IV system over a broader base resulting in the lowering of each counties' share of cost.

On February 13, 2007, the Board of Supervisors approved the Revised Amendment 1 of the Joint Exercise of Powers Agreement which provided an additional change to Section 3.02 of the Amendment 1 of the Joint Exercise of Powers Agreement to mirror Section 6505.5 of the Government Code regarding the governing body of the Treasurer and Auditor of the JPA. Since the Amendment 1 had not been finalized, the C-IV Board of Directors requested that all C-IV Counties go back to their respective Board of Supervisors for approval of the revision.

On April 10, 2001, the Board of Supervisors authorized the Community Services Agency (CSA) to enter into a Memorandum of Understanding (MOU) between the C-IV Joint Powers Authority and Merced, Riverside, and San Bernardino Counties for the oversight of project development, implementation and maintenance and operations of the C-IV system. In April 2004, the C-IV system was implemented at CSA.

On May 20, 2008 the Board of Supervisors approved Amendment 2 to the MOU. Amendment 2 delineates the areas of understanding and agreement between the Consortium and the Counties with regards to costs properly incurred by the Consortium, but designated by the State of California as ineligible for reimbursement by the State to the Consortium. These expenses are appropriate county business costs supported through each county's base program administration and case management allocations.

In May 2009, the Board of Supervisors approved Amendment 3 to the MOU, which transferred ownership of project procured local equipment to CSA. The MOU also authorizes the C-IV Project to issue County Purchase Approvals for C-IV related hardware and software.

Amendment to the JPA

Approval of an Amended Joint Exercise of Powers Agreement and new Memorandum of Understanding between the California Statewide Automated Welfare System Consortium IV and the County of Stanislaus, and Approval to Purchase Scanners Funded by the Project
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In June 2007, thirty-five (35) Integrated Statewide Automated Welfare Systems (ISAWS) counties joined the JPA governance board. The Consortium moved from a four county representation model to a seven member representation model.

As of June 1, 2010 all 35 ISAWS counties will have finalized migration to the C-IV System. At that time the amended JPA agreement will be used to implement the new regional representation model for C-IV. The C-IV Consortium shall be governed and administered by a seven member Board of Directors, one from each of the defined C-IV regions. Counties were assigned to regions based on proximity and person counts as noted in the following table:

REGION 1	REGION 2	REGION 3	REGION 4	REGION 5	REGION 6	REGION 7
Riverside	San Bernardino	Kern	San Joaquin	Merced	Humboldt	Butte
Imperial		Monterey	Stanislaus	Madera	Mendocino	Shasta
		Kings	Marin	Tuolumne	Yuba	Tehama
		San Benito	Napa	Calaveras	Sutter	Siskiyou
				Amador	El Dorado	Del Norte
				Inyo	Lake	Lassen
				Mariposa	Nevada	Trinity
				Mono	Glenn	Plumas
				Alpine	Colusa	Modoc
						Sierra
409,589	445,981	383,144	343,525	163,729	160,723	150,097

Stanislaus County is a member of Region 4, along with San Joaquin, Marin, and Napa.

Each region will elect one of its County Welfare Directors to serve on the JPA Board. County representatives from each region will be elected to participate on the Project

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Steering Committee, in Maintenance and Operations (M&O) committee meetings, and on other C-IV Project workgroups. Stanislaus County's current County Project Manager will continue to work with the Consortium as a new Regional Project Manager, a position that is fully funded from the C-IV Project budget.

The C-IV regional model ensures adequate and fair representation of all 39 C-IV Counties. The Regional Representation Model Implementation timetables are as follows:

January 2010 – Obtain JPA General Membership Approval
June 2010 – Elect New Regional JPA Board Representatives
June through September 2010 – Implement Approved Regional Structure

MOU between the California SAWS C-IV and Stanislaus County

Currently there are two separate C-IV MOU's in operation between the JPA and participating C-IV counties—one for the original four C-IV Counties and one for the 35 ISAWS Migration Counties. Each MOU defines C-IV project business requirements for administration and financial oversight.

In June 2010, all 39 counties will be in the C-IV maintenance and operation phase. A new MOU has been created by the JPA which restates the terms of the original agreement, incorporates all 39 Counties into a single MOU, removes Section 2.2 County's Liability for Negligence of its Employees and Contractors by moving it to the JPA agreement and clarifies hardware and software ownership language.

Sections 2.5.3 and 3.7.3, of the MOU, clarify the ownership of county purchased hardware and software licenses. All local equipment hardware procured under the MOU will become county property unless otherwise agreed to. All software licenses which are purchased by C-IV for use with the system shall be retained by the Consortium and County will be granted permission to use the software.

ImageNow Imaging Solution County Purchase ST-01-2010

In May 2009, the Board approved the C-IV ImageNow Imaging Solution to protect Medi-Cal Personally Identifiable Information (PII). The Imaging Solution provides staff with a more efficient, secure method to image customer documents electronically in the C-IV system. Additionally, the system supports customers in the future, if they request assistance in any of the 39 C-IV Counties in California.

To further compliance with the mandated protection of Medi-Cal PII, in January 2010, CSA received approval from the Office of Systems Integration to purchase an additional fifteen (15) Type 1 Scanners and associated software. The hardware and software will be

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purchased through County Purchase ST-01-2010 for \$34,666. The additional scanners improve staff access to the scanning devices.

The cumulative contract total with San Bernardino for C-IV Maintenance and Operations from Fiscal Year 2004-2005 through Fiscal Year 2009-2010 is \$29,466,631. This Board Item meets the department requirement to seek Board approval when cumulative contract amounts exceed \$100,000. Therefore, CSA requests the Board of Supervisors to approve the contract amendment with San Bernardino.

POLICY ISSUE:

The Second Amendment to the Joint Exercise of Powers Agreement, the new Memorandum of Understanding, and the County Purchase Approval ST-01-2010 support the Board's priority of *Effective partnerships* and *Efficient delivery of public services* by increasing safeguards of the personal information of our community customers.

STAFFING IMPACT:

There is no staffing impact associated with this request.

CONTACT PERSON:

Christine C. Applegate, Director. Telephone: 558-2500

**CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM
CONSORTIUM IV**

JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted:	December 1998
First Amended:	June 2007
Second Amended:	June 2010

CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM CONSORTIUM IV

SECOND AMENDED

JOINT EXERCISE OF POWERS AGREEMENT

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

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

THIS AGREEMENT is by and among the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne and Yuba.

RECITALS:

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

“Agreement” means this Joint Exercise of Powers Agreement.

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

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

“C-IV Region” or “Region” means each of the seven regions as defined in Section III of the Bylaws.

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

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

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

“Member” means one of the individual Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne and Yuba.

“Members” means Member Counties collectively.

“Project” or “C-IV Project”: The planned undertaking regarding the subject matter of the System Agreement and the activities of the parties thereto.

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

“State” means the State of California.

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

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF CONSORTIUM IV

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code of the State of California, commencing with section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne and Yuba. The thirty-nine (39) Counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the design, development, implementation and on-going operation and maintenance of an automated welfare system to be used by each of the thirty-nine (39) Counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code.

Section 2.02. Term. This Agreement first became effective December 1998, was first amended on June 1, 2007, and this second amendment shall become effective June 1, 2010, or when it has been approved by the Boards of Supervisors of all the Members, whichever occurs last. This Agreement shall continue in full force and effect until terminated by mutual consent of the Boards of Supervisors of the Members. The inclusion of additional Counties to this Agreement pursuant to Section 2.11 or withdrawal of some, but not all, of the Members pursuant to Section 2.12 shall not be deemed a termination of this Agreement.

Section 2.03. Creation of Consortium IV. Pursuant to the Act, there is hereby created a public entity to be known as the "California Statewide Automated Welfare System Consortium IV", hereinafter referred to as "Consortium IV", or "C-IV". The Consortium IV shall be a public entity separate and apart from the Members, consisting of seven (7) Regions as defined in Section III of the Bylaws, and shall administer this Agreement.

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

(a) Member Representative:

- (i) Each Member shall be represented by its County Welfare Director, or person holding the equivalent position within that County, unless the Board of Supervisors of the Member appoints one of its board members to serve as the Member Representative.
- (ii) Individuals serving as Member Representatives shall serve while they retain their above-entitled County offices and shall be deemed to have automatically resigned upon leaving that County office. The individual who succeeds in that County Office on a regular or interim basis shall be automatically deemed the Member representative. Upon change of title or reclassification of any Member Representative's County Office, the successor to the County Welfare Director position, or its equivalent

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

(iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:

- Receive nomination for appointment to the Board.
- Serve on workgroups and committees.
- Recommend items for the Board meeting agenda.
- Receive notice of Board meetings.
- Attend Board meetings.

(b) Board of Directors: The Consortium IV shall be governed and administered by a Board of Directors consisting of seven (7) Directors, unless and until such number is changed by amendment of this Agreement. The Directors shall be the Member Representatives of the C-IV Regions, one Director from each Region.

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

(c) Appointments to the Board:

- (i) No person shall hold the position of more than one (1) Director. Each Director shall serve for a term of one (1) year with terms running concurrent with the Consortium IV's Fiscal Year.
- (ii) Each C-IV Region will nominate one or more candidates to serve on the Board of Directors. One Director from each Region will be elected by a majority vote of the Member Representatives present at a meeting of the Members held pursuant to Section 2.07. No person shall be elected to hold the position unless he or she accepts the nomination from his or her Region.

Section 2.05. Meetings of the Board; the Members.

(a) Regular Meetings:

- (i) **Board.** The Board of Directors of the Consortium IV shall provide for its regular meetings. However, it shall hold at least one regular meeting each quarter of every year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (ii) **Members.** The Consortium IV Members shall provide for its regular meetings. However, it shall hold at least two regular meetings each year. The procedure for the setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

(b) Special Meetings: Special meetings of the Board, and of the Members, may be called in accordance with the provisions of section 54956 of the California Government Code.

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

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

Section 2.07. Quorum; Required Votes; Approvals.

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

Notwithstanding the preceding paragraph, the following provisions shall apply:

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

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

Representatives present at any meeting at which a quorum is present shall be required to take any action by the Members.

Section 2.08. Bylaws. The Board by a two-thirds (2/3) vote, with the concurrence of the Members as set forth in the voting provisions of Section 2.07, shall adopt, from time to time, Bylaws for the conduct of business and as are necessary for the purposes hereof. The Board may adopt, from time to time, additional resolutions, rules, regulations, and policies for the conduct of its business and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

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

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

Section 2.11. Addition of New Members. Any County in the State that is not a Member and desires to become a Member shall submit a written request to the Board. The Board may approve the request in accordance with the voting provisions of Section 2.07. All new Members are subject to the approval of two-thirds (2/3) of the Boards of Supervisors of the Members, which approval may be granted by adoption of a resolution. Upon approval by the Board and two-thirds (2/3) of the Boards of Supervisors of the Members, the new Member shall execute an amendment to this Agreement adding the additional County as a new Member. The Agreement shall be deemed amended to reflect the addition of the new Member upon execution of the amendment by the new Member.

Section 2.12. Withdrawal of Member. Any Member may withdraw from the Consortium IV and terminate its participation in this Agreement at the end of any Fiscal Year by adoption of a resolution of withdrawal by the Board of Supervisors of the withdrawing Member, provided that a copy of said resolution has been served on all Members by 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 of Directors shall elect from among its Members a Chair and Vice-Chair position. Each officer shall serve for a term of one (1) year. The Chair shall sign all contracts on behalf of the Consortium IV, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed by the Board in the Bylaws. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws of the Consortium IV provide otherwise. Elections for such officers shall be held each year with terms running concurrent with the Consortium IV's Fiscal Year.

Section 3.02. Secretary. The Board of Directors shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, unless the Bylaws of the Consortium IV provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to section 6503.5 of the Act and section 53051 of the California Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Ralph M. Brown Act (section 54950 et seq. of the California Government Code). The Board shall further provide for the duties and responsibilities of the Secretary in the Bylaws.

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

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

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

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

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

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Counties or, by reason of their employment by the Board, to be subject to any of the requirements of the Members.

ARTICLE IV

POWERS

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

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

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;
- (e) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;
- (f) to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Consortium IV, as the Consortium IV determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the California Government Code; and
- (g) to carry out and enforce all the provisions of this Agreement.

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

Section 4.04. Obligations of Consortium IV. Except as otherwise agreed to in Section 6.03, County's Liability for Negligence of its Employees and Contractors, the debts, liabilities and obligations of the Consortium IV shall not be the debts, liabilities and obligations of the Members.

ARTICLE V

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 5.01. Contributions. The Members may make contributions from their treasuries for the purpose set forth in Section 2.01, make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6504 of the Act are hereby incorporated into this Agreement by reference.

Section 5.02. Statewide Automated Welfare System Funding Allocations. Each Member County hereby agrees to contribute to the Consortium IV its funding allocation as defined in California Welfare and Institutions Code section 10824 for the purposes stated in Section 2.01 herein and hereby agrees to further contribute to the Consortium IV any county matches as required in Section 10824, or any successor statute.

Section 5.03. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of the Consortium IV shall be divided among the Members proportional to that Member's overall welfare caseload as provided in Welfare and Institutions Code section 10824 and any successor statute and new welfare programs, except that any Member contributions provided under Section 5.01 herein shall be returned to the contributing Member.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.01. Consortium IV Indemnification of Members. The Consortium IV shall indemnify, defend and hold harmless each of the Members and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Consortium IV's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

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

Section 6.03. County's Liability for Negligence of its Employees and Contractors. Except as to Member county personnel dedicated to the Consortium IV on a "full time basis," as this term may be defined by further agreement between the Member county and the Consortium IV, Member county agrees to be individually liable for the negligence and willful misconduct of its employees, agents and contractors, including Member county personnel contributed to the C-IV Project on a part-time or ad hoc basis. As to Member county personnel contributed to the C-IV Project 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 California Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the Member county accepts no further liability either individually or collectively for the acts or omissions of the Consortium IV.

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 IV.

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.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. Notices. Notices hereunder shall be in writing and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit in to the U.S. mail, first class, postage prepaid:

Alpine County	Director Health & Human Services Agency County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador County	Director Department of Social Services County of Amador 10877 Conductor Blvd., #200 Sutter Creek, CA 95685
Butte County	Director Department of Employment and Social Services County of Butte P.O. Box 1649 Oroville, CA 95965
Calaveras County	Director Calaveras Works & Human Services Agency County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701

Colusa County	Director Department of Health & Human Services County of Colusa 251 E. Webster Street Colusa, CA 95932
Del Norte County	Director Department of Health & Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531
El Dorado County	Director Department of Human Services County of El Dorado 3057 Briw Road Placerville, CA 95667
Glenn County	Director Human Resource Agency County of Glenn P.O. Box 611 Willows, CA 95988
Humboldt County	Director Department of Health and Human Services County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial County	Director Department of Social Services County of Imperial 2995 S. 4th Street, #105 El Centro, CA 92243
Inyo County	Director Health & Human Services County of Inyo P.O. Drawer A Independence, CA 93526
Kern County	Director Department of Human Services County of Kern P.O. Box 511 Bakersfield, CA 93302

Kings County	Director Human Service Agency County of Kings Kings County Government Center 1400 W. Lacey Blvd., #8 Hanford, CA 93230
Lake County	Director Department of Social Services County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen County	Director Lassen WORKS & Community Social Services County of Lassen P.O. Box 1359 Susanville, CA 96130
Madera County	Director Department of Social Services County of Madera 700 E. Yosemite Avenue Madera, CA 93638
Marin County	Director Health & Human Services Department County of Marin 20 N. San Pedro Road, Suite 2028 San Rafael, CA 94903
Mariposa County	Director Human Services Department County of Mariposa P.O. Box 99 Mariposa, CA 95339
Mendocino County	Director Health and Human Services Agency County of Mendocino 120 S. Dora St. Ukiah, CA 95482
Merced County	Director Human Services Agency County of Merced P.O. Box 112 Merced, CA 95341-0112

Modoc County	Director Department of Social Services County of Modoc 120 North Main Street Alturas, CA 96101
Mono County	Director Department of Social Services County of Mono P.O. Box 576 Bridgeport, CA 93517
Monterey County	Director Department of Social & Employment Services County of Monterey 1000 South Main Street, Suite 216 Salinas, CA 93901
Napa County	Director Health & Human Services Agency County of Napa 2261 Elm Street Napa, CA 94559-3721
Nevada County	Director Health & Human Services Agency County of Nevada P.O. Box 1210 Nevada City, CA 95959
Plumas County	Director Department of Social Services & Public Guardian County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971
Riverside County	Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
San Benito County	Director Health & Human Services Agency County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95023

San Bernardino County	Director Human Services System Administration County of San Bernardino 150 South Lena Road San Bernardino, CA 92415
San Joaquin County	Director Human Services Agency County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
Shasta County	Director Health & Human Services Agency County of Shasta P.O. Box 596005 Redding, CA 96049-6005
Sierra County	Director Department of Human Services County of Sierra P.O. Box 1019 Loyalton, CA 90118
Siskiyou County	Director Human Services Department County of Siskiyou 818 South Main Street Yreka, CA 96097
Stanislaus County	Director Community Services Agency County of Stanislaus P.O. Box 42 Modesto, CA 95353
Sutter County	Director Welfare and Social Services Division County of Sutter P.O. Box 1535 Yuba City, CA 95992
Tehama County	Director Department of Social Services County of Tehama P.O. Box 1515 Red Bluff, CA 96080

Trinity County Director
Health and Human Services
County of Trinity
P.O. Box 1470
Weaverville, CA 96093-1470

Tuolumne County Director
Human Services Agency
County of Tuolumne
2 S. Green Street
Sonora, CA 95370

Yuba County Director
Health and Human Services Dept.
County of Yuba
P.O. Box 2320
Marysville, CA 95901

Consortium IV: Two notices are required:

Consortium IV
c/o San Bernardino County Counsel
Counsel for Consortium IV
385 North Arrowhead Avenue, 4th Floor
San Bernardino, CA 92415

Secretary
Consortium IV
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481

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

Section 7.02. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

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

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

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

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

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

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

COUNTY OF ALPINE

Approved As To Form
ALPINE COUNTY COUNSEL

By: _____
Donald M. Jardine, Chair
Board of Supervisors

By: _____
Martin Fine
County Counsel

Date: _____

Date: _____

COUNTY OF AMADOR

Approved As To Form
AMADOR COUNTY COUNSEL

By: _____
Brian Oneto, Chair
Board of Supervisors

By: _____
Martha Shaver
County Counsel

Date: _____

Date: _____

COUNTY OF BUTTE

Approved As To Form
BUTTE COUNTY COUNSEL

By: _____
Bill Connelly, Chair
Board of Supervisors

By: _____
Bruce S. Alpert
County Counsel

Date: _____

Date: _____

COUNTY OF CALAVERAS

Approved As To Form
CALAVERAS COUNTY COUNSEL

By: _____
Merita Callaway, Chair
Board of Supervisors

By: _____
James C. Jones
County Counsel

Date: _____

Date: _____

COUNTY OF COLUSA

Approved As To Form
COLUSA COUNTY COUNSEL

By: _____
Kimerly Dolbow Vann, Chair
Board of Supervisors

By: _____
Henry Rodegerdts
County Counsel

Date: _____

Date: _____

COUNTY OF DEL NORTE

Approved As To Form
DEL NORTE COUNTY COUNSEL

By: _____
Gerry Hemmingsen, Chair
Board of Supervisors

By: _____
Dohn Henion
County Counsel

Date: _____

Date: _____

COUNTY OF EL DORADO

Approved As To Form
EL DORADO COUNTY COUNSEL

By: _____
Norma Santiago, Chair
Board of Supervisors

By: _____
Rebecca Sudtell
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF GLENN

Approved As To Form
GLENN COUNTY COUNSEL

By: _____
Steve Soeth, Chair
Board of Supervisors

By: _____
Huston T. Carlyle, Jr.
County Counsel

Date: _____

Date: _____

COUNTY OF HUMBOLDT

Approved As To Form
HUMBOLDT COUNTY COUNSEL

By: _____
Clif Clendenen, Chair
Board of Supervisors

By: _____
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF IMPERIAL

Approved As To Form
IMPERIAL COUNTY COUNSEL

By: _____
Wally Leimgruber, Chair
Board of Supervisors

By: _____
Michael L. Rood
County Counsel

Date: _____

Date: _____

COUNTY OF INYO

Approved As To Form
INYO COUNTY COUNSEL

By: _____
Richard Cervantes, Chair
Board of Supervisors

By: _____
Suzanne Rizo
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF KERN

Approved As To Form
KERN COUNTY COUNSEL

By: _____
Ray Watson, Chair
Board of Supervisors

By: _____
Martin Lee
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF KINGS

Approved As To Form
KINGS COUNTY COUNSEL

By: _____
Richard Valle, Chair
Board of Supervisors

By: _____
Peter D. Mock
County Counsel

Date: _____

Date: _____

COUNTY OF LAKE

Approved As To Form
LAKE COUNTY COUNSEL

By: _____
Anthony Farrington, Chair
Board of Supervisors

By: _____
Anita L. Grant
County Counsel

Date: _____

Date: _____

COUNTY OF LASSEN

Approved As To Form
LASSEN COUNTY COUNSEL

By: _____
Bob Pyle, Chair
Board of Supervisors

By: _____
R. Craig Settlemire
County Counsel

Date: _____

Date: _____

COUNTY OF MADERA

Approved As To Form
MADERA COUNTY COUNSEL

By: _____
Tom Wheeler, Chair
Board of Supervisors

By: _____
David Prentice
County Counsel

Date: _____

Date: _____

COUNTY OF MARIN

Approved As To Form
MARIN COUNTY COUNSEL

By: _____
Judy Arnold, President
Board of Supervisors

By: _____
Mari-Ann Gibbs Rivers
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF MARIPOSA

Approved As To Form
MARIPOSA COUNTY COUNSEL

By: _____
Kevin Cann, Chair
Board of Supervisors

By: _____
Steve Dahlem
County Counsel

Date: _____

Date: _____

COUNTY OF MENDOCINO

Approved As To Form
MENDOCINO COUNTY COUNSEL

By: _____
Carre Brown, Chair
Board of Supervisors

By: _____
Jeanine Nadel
County Counsel

Date: _____

Date: _____

COUNTY OF MERCED

Approved As To Form
MERCED COUNTY COUNSEL

By: _____
Jerry O'Banion, Chair
Board of Supervisors

By: _____
James Fincher
County Counsel

Date: _____

Date: _____

COUNTY OF MODOC

Approved As To Form
MODOC COUNTY COUNSEL

By: _____
Dan Macsary, Chair
Board of Supervisors

By: _____
John Kenney
County Counsel

Date: _____

Date: _____

COUNTY OF MONO

Approved As To Form
MONO COUNTY COUNSEL

By: _____
Byng Hunt, Chair
Board of Supervisors

By: _____
Allen Berry
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF MONTEREY

Approved As To Form
MONTEREY COUNTY COUNSEL

By: _____
Simòn Salinas, Chair
Board of Supervisors

By: _____
Lee Blankenship
Assistant County Counsel

Date: _____

Date: _____

COUNTY OF NAPA

Approved As To Form
NAPA COUNTY COUNSEL

By: _____
Diane Dillon, Chair
Board of Supervisors

By: _____
Robert Westmeyer
County Counsel

Date: _____

Date: _____

COUNTY OF NEVADA

Approved As To Form
NEVADA COUNTY COUNSEL

By: _____
Nate Beason, Chair
Board of Supervisors

By: _____
Robert Shulman
County Counsel

Date: _____

Date: _____

COUNTY OF PLUMAS

Approved As To Form
PLUMAS COUNTY COUNSEL

By: _____
Sherrie Thrall, Chair
Board of Supervisors

By: _____
James Reichle
County Counsel

Date: _____

Date: _____

COUNTY OF RIVERSIDE

Approved As To Form
RIVERSIDE COUNTY COUNSEL

By: _____
Marion Ashley, Chair
Board of Supervisors

By: _____
Beauford T. Miller, Jr.
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SAN BENITO

Approved As To Form
SAN BENITO COUNTY COUNSEL

By: _____
Rob Monaco, Chair
Board of Supervisors

By: _____
Irma Valencia
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SAN BERNARDINO

Approved As To Form
SAN BERNARDINO COUNTY COUNSEL

By: _____
Gary Ovitt, Chair
Board of Supervisors

By: _____
Kristina Robb
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SAN JOAQUIN

Approved As To Form
SAN JOAQUIN COUNTY COUNSEL

By: _____
Carlos Villapudua, Chair
Board of Supervisors

By: _____
Gil Gutierrez
Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SHASTA

Approved As To Form
SHASTA COUNTY COUNSEL

By: _____
David Kehoe, Chair
Board of Supervisors

By: _____
James R. Ross
Senior Deputy County Counsel

Date: _____

Date: _____

COUNTY OF SIERRA

Approved As To Form
SIERRA COUNTY COUNSEL

By: _____
Dave Goicoechea, Chair
Board of Supervisors

By: _____
James A. Curtis
County Counsel

Date: _____

Date: _____

COUNTY OF SISKIYOU

Approved As To Form
SISKIYOU COUNTY COUNSEL

By: _____
Marcia H. Armstrong, Chair
Board of Supervisors

By: _____
Thomas P. Guarino
County Counsel

Date: _____


Date: _____

COUNTY OF STANISLAUS

By: 
Jeff Grover, Chair
Board of Supervisors

Date: MAR 30 2010

Approved As To Form
STANISLAUS COUNTY COUNSEL

By: 
Carrie M. Stephens
Deputy County Counsel

Date: 2/24/10

COUNTY OF SUTTER

By: _____
Stan Cleveland, Chair
Board of Supervisors

Date: _____

Approved As To Form
SUTTER COUNTY COUNSEL

By: _____
Janet Bender
Deputy County Counsel

Date: _____

COUNTY OF TEHAMA

By: _____
Ron Warner, Chair
Board of Supervisors

Date: _____

Approved As To Form
TEHAMA COUNTY COUNSEL

By: _____
Arthur Wylene
Assistant County Counsel

Date: _____

COUNTY OF TRINITY

By: _____
Judy Pflueger, Chair
Board of Supervisors

Date: _____

Approved As To Form
TRINITY COUNTY COUNSEL

By: _____
Derek Cole
County Counsel

Date: _____

COUNTY OF TUOLUMNE

By: _____
Elizabeth E. Bass, Chair
Board of Supervisors

Date: _____

Approved As To Form
TUOLUMNE COUNTY COUNSEL

By: _____
Gregory Oliver
County Counsel

Date: _____

COUNTY OF YUBA

Approved As To Form
YUBA COUNTY COUNSEL

By: _____
Mary Jane Griego, Chair
Board of Supervisors

By: _____
Maria Bryant-Pollard
Deputy County Counsel

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA STATEWIDE
AUTOMATED SYSTEM CONSORTIUM IV AND
THE COUNTY OF Stanislaus**

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

INTRODUCTION

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

The Consortium entered into an agreement with a primary vendor to provide the necessary equipment and services for the new automated system ("System Agreement"). The System Agreement further sets forth the requirements and obligations of the Consortium and the Counties as necessary for the timely and efficient performance of the vendor in the maintenance and operations of the automated system. The Consortium has also entered into agreements with other vendors for the efficient operation of the automated system.

The purpose of this MOU is to delineate the areas of understanding and agreement between the Consortium and the County regarding the System Agreement and other vendor agreements and other areas of mutual interest in the fulfillment of the Consortium's purpose. This MOU is conditioned on the Consortium entering into the same MOU with the other member Counties and supersedes all prior MOUs concerning the same subject matter contained herein.

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

I. DEFINITIONS

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

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

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

1.3 "Consortium - Auditor/Controller Agreement": Is that agreement between the Consortium and its Controller, San Bernardino County's Auditor/Controller, executed on or about May 24, 2000, and revised from time to time as necessary to conduct consortium business, that sets forth certain services, and the compensation for same, to be rendered by the Controller on behalf of the Consortium.

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

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

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

relating thereto.

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

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

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

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

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

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

1.13 "Impaired Device": Any equipment that is used by County for System use which has become, whether by damage or other reason, incapable of performing its intended System purpose.

1.14 "Local Equipment": Is that equipment that (1), was obtained for System use, (2) is located on County Sites, and (3) the Project is not authorized by the State of California to assume

responsibility for refresh (replace or upgrade).

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

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

1.17 "Primary Project Vendor Staff": Employees, contractors and agents of The Primary Project Vendor dedicated to the Project.

1.18 "Project" or "C-IV Project": The planned undertaking regarding the subject matter of the System Agreement and the activities of the parties thereto.

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

1.20 "Project Staff: The Primary Project Vendor Staff, Consortium Staff, and County Personnel performing task(s) necessary to the Project.

1.21 "Quality Assurance and Other Agreements": Those agreements between the Consortium and its quality assurance vendor or other project vendors to provide quality assurance, project management, planning, support, verification and validation services for or related to the C-IV System.

1.22 "Region"; Member County or Counties grouped together for purposes of representation as defined in Section III of the Bylaws.

1.23 "Regional Project Manager": That person responsible for the day to day oversight of the Project in a particular Region.

1.24 "Separate Services": Services which are related to the System, obtained by Counties from The Primary Project Vendor, or other project vendors.

1.25 "Software": Software purchased by the Consortium for System use, including software and software licenses procured under Sections 2.5 and 3.7 of this MOU. . Consortium retains possession of and title for, and responsibility for refresh of, all Software licensing agreements purchased by the Consortium but may grant use permission to County in a manner consistent with this agreement.

1.26 "System": The complete collection of equipment, software and Network provided by or through the Primary Project Vendor and accepted by the Consortium pursuant to the System Agreement.

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

II. COUNTY

2.1 Dedication of Personnel. The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the System Agreement, Work Plan or as otherwise necessary to Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision may be subject to the oversight of the Consortium as to the schedule and manner of Project task(s) performed, however, in no case shall such oversight alter existing terms or conditions of employment, contract or other legal relationship between County Personnel and County.

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

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

2.4 Fiscal Responsibilities and Claiming During C-IV Migration Development and Implementation (D&I) and Maintenance and Operations (M&O).

2.4.1 Unless otherwise agreed upon by the Consortium Project Director or designee, the County will be responsible for the costs of HW and/or Software licenses and associated maintenance for new County Sites or the expansion of existing Sites, changes in County network models, refresh of existing HW and/or Software licenses (as deemed necessary by the County), Separate Services requested by the County and other changes the County deems necessary. The County will prepare and submit Advance Planning Documents (APDs) to the State for approval of these items, except as otherwise agreed upon by the Consortium as above, subject to oversight by the Office of State Integration (OSI) or applicable State APD department.

2.4.2 Each of the C-IV Counties will be required to pay its applicable share of the Migration Development and Implementation (D&I) Budget and the C-IV M&O Project Budget, in accordance with Section 2.4.3 hereof and Section 5.02 of the Joint Exercise of Powers Agreement, at the time and in the manner specified by the Consortium. Such County Project costs will be paid to the Consortium or State as directed by the Consortium. The Consortium Fiscal Agent will require verification of State Payments.

2.4.3 Unfunded Costs are costs properly incurred by the Consortium but designated by the State of California as ineligible for reimbursement to the Consortium by the State, including the county share as determined by the appropriate Cost Allocation Plan to be applied to that cost as approved by the State. On or before April 1st of each year, the Consortium, with the concurrence of the Consortium's member counties as defined in Section 2.06 of the Joint Exercise of Powers Agreement (of which County is a member), will approve a schedule of Unfunded Costs for the upcoming fiscal year (July 1st through June 30th). The Consortium will give County notice of the approved schedule within ten days after such approval.

i County hereby agrees to contribute to the Consortium its share of Unfunded Costs, as determined by the Consortium in Section 3.8.4, in advance pursuant to California Government Code section 6504.

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

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

2.5 County Hardware and Software License Purchases

This section pertains to County hardware and software purchases, initiated by the County that enables the County, to acquire Local Equipment and/or Software through the C-IV Project and to contribute to the cost of Central Equipment needed for County use.

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

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

2.5.3 All Local Equipment HW procured under this MOU will become County property unless otherwise agreed to by the Project Director or designee and County. All Software licenses which are purchased by Consortium for use with the System shall be retained by the Consortium and County will be granted permission to use the Software pursuant to such licenses, unless otherwise agreed to by the Project Director or designee and County. County shall be responsible to Consortium for costs

associated with acquisition of software licenses required for County use which are purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the C-IV System Operations and Support Plan (SOSP). If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all HW in accordance with Consortium procedures and the county network model, unless otherwise agreed to by the Project Director or designee and County.

2.5.4 The County will be responsible for the installation of all electrical and data cabling to support any necessary additional HW at the County Site(s) unless otherwise agreed to by the Project Director or designee. Electrical cabling will be installed in compliance with the County's current practices for such installations. Data cabling will be installed and tested per the standards identified in the C-IV System Operations and Support Plan (SOSP). Data cabling test results will be provided to the Consortium for their review.

2.5.5 The County will be responsible for the costs associated with the ordering and installation of data circuits between the local County Site(s) and the C-IV Production Data Center unless otherwise agreed by the Project Director or designee. The County will work with the Primary Project Vendor Staff to ensure that the data circuit is of appropriate bandwidth in accordance with C-IV specifications.

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

2.6 Separate Services.

2.6.1 County may, at its sole discretion, prepare and submit to the Consortium a change order to request Separate Services to be performed by the Primary Project Vendor or other project vendors. This request will identify the type(s) of Separate Services sought for each County Site and specify any special needs or considerations for the requested Separate Services.

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

III. CONSORTIUM

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

3.2 Risk of Loss for Project Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.1 herein, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

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

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

3.5 Right to Use System Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System information and Data developed, derived, documented, or furnished by Consortium upon notification by County to the Project Director as to the use of said System information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project. The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to Consortium's contractor's Confidential Information.

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

3.7 County Hardware and Software License Purchases

3.7.1 Upon receiving a change order request from the County for HW and/or Software licenses, the Consortium will forward the change order to the Primary Project Vendor for a cost estimate that will be provided in accordance with the procedures in the Consortium agreements with the Primary Project Vendor, including estimates with all appropriate costs for the items specified in the request as well as all other HW and/or Software licenses and HW maintenance that is necessary to ensure compliance with C-IV specifications. Such other HW may include, but is not limited to, network and Central Equipment, such as switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate

County Staff following receipt of the estimate from the Primary Project Vendor Staff.

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

3.7.3 All Local Equipment HW procured under this MOU will become County property unless otherwise agreed to by the Project Director or designee and County. All Software licenses which are purchased by Consortium for use with the System shall be retained by the Consortium and County will be granted permission to use the Software pursuant to such licenses, unless otherwise agreed to by the Project Director or designee and County. County shall be responsible to Consortium for costs associated with acquisition of software licenses required for County use, purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the C-IV SOSP. If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all HW in accordance with Consortium procedures and the county network model, unless otherwise agreed to by the Project Director or designee and County.

3.8. Fiscal Responsibilities and Claiming During C-IV Migration Development and Implementation (D&I) and Maintenance and Operations (M&O).

3.8.1 The Consortium's Controller shall act as fiscal agent for the Consortium and perform accounts payable functions that relate to vendor billings and overall project costs, including Separate Services and HW and/or Software licenses purchased by the County. The Consortium will invoice each County as agreed for the specific costs incurred in accordance herewith.

At a minimum, invoicing will be quarterly, except by mutual agreement.

3.8.2 The Consortium M&O Project costs will be budgeted in the California Department of Social Services (CDSS) Local Assistance item for Automation Projects. The budget will be based on costs included in the most current approved C-IV M&O Implementation Advance Planning Document Update (IAPDU). The budget will reflect total costs for the Consortium, not costs for each County.

3.8.3 The Consortium Migration M&O costs will be budgeted in the California Department of Social Services (CDSS) Local Assistance item for Automation Projects until combined with Project costs in a single budget, to be effective November 2011, subject to State approval. The budget will be based on costs included in the most current approved IAPDU and will reflect total costs for the Consortium, not costs for each County.

3.8.4 The Consortium shall approve the basis on which Unfunded Costs are allocated to the County. On an annual basis, or more frequently as needed, the Consortium shall establish a schedule of required advances for the upcoming fiscal year. At least one advance shall be scheduled for each fiscal year.

3.9 Separate Services.

3.9.1 Upon receiving a change order request from the County for Separate Services, the Consortium will forward the change order to the Primary Project Vendor or other project vendors for a cost estimate that will be provided in accordance with the procedures in the Consortium agreement with the Primary Project Vendor or other project vendors, including estimates with all appropriate costs for the services specified in the request. The Consortium will also ensure that such services are appropriately related to the C-IV System. Once the Consortium receives the cost estimate from the Primary Project Vendor or other project vendors, the Consortium will forward the estimate to the County.

3.9.2 The Consortium will work with the County to ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by the Primary Project Vendor or other project vendors.

IV. MUTUAL RESPONSIBILITIES

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

4.2 Ownership of Accepted Deliverables. The Parties agree that all rights, titles and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.1, shall not pass to the County except as defined by this MOU or further agreed to in writing.

4.3 Sharing of Business Records. Notwithstanding Section 2.4 herein, and that not otherwise limited/restricted/prohibited by law or applicable privilege, to ensure financial accountability of the Project by Consortium and County, the Parties agree to cooperate in the disclosure to the other Member Counties all business records, including, but not limited to, certified copies of records of all accounts, funds and moneys for the Project.

4.4 Access to Books and Records by Regulatory Agencies. The Parties agree to maintain and make available for inspection sufficient records, files, documentation that are not otherwise limited/restricted/prohibited by law or applicable privilege, necessary in the case of audit by the State or Federal, or other regulatory agency.

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

The Parties shall use their reasonable best efforts to resolve

disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Project Director and Regional Project Manager (or the Region's designee) shall each notify the other of the dispute, with the notice specifying the disputed issue(s).

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

If the Project Director and the Regional Project Manager (or the Region's designee) cannot resolve the disputed issue (s) within five business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

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

4.7 Fiscal Responsibilities and Claiming During C-IV Migration Development and Implementation (D&I) and Maintenance and Operations (M&O). The Consortium will allocate the project budget to each County in accordance with Section 2.4.3 hereof and Section 5.02 of the Joint Exercise of Powers Agreement so that individual Counties may be responsible for tracking budget to actual variance during the fiscal year. The Consortium will continue to evaluate total Project expenditures and budget variances. The annual budget requests and IAPD updates will be prepared by the C-IV Project along with County Personnel.

4.8 Transfer of Local Equipment and Transfer of Impaired Devices.

4.8.1 Transfer of Local Equipment.

A. Transfer of Local Equipment. Consortium conveys, assigns and transfers to County, and County hereby accepts from Consortium, all right, title and interest of Consortium in and to all of the Local Equipment on the terms and conditions set forth herein.

B. Liability for Local Equipment. County shall be responsible for any liabilities or obligations associated with or related to the Local Equipment that occur after the Local Equipment transfer date.

4.8.2 Transfer of Impaired Devices.

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

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

4.8.3 Transfer Events.

A. Consortium to County. The transfer of Local Equipment from Consortium to County shall be effective as follows:

- i. On execution by Consortium's Board of the order authorizing such transfer for

the Consortium member Counties, and;

- ii. On an ongoing basis, when Consortium delivers a new Local Equipment device and when Consortium and County execute an equipment transfer.

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

4.8.4 Disclaimers of Representations and Warranties.

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

B. COUNTY. COUNTY IS TRANSFERRING, ASSIGNING AND CONVEYING THE IMPAIRED DEVICES ON AN “AS IS” BASIS TO CONSORTIUM. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE IMPAIRED DEVICES AND

EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE IMPAIRED DEVICES, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. COUNTY DOES NOT REPRESENT OR WARRANT THAT THE IMPAIRED DEVICES WILL MEET CONSORTIUM'S REQUIREMENTS, OR THAT THE IMPAIRED DEVICES WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

C. Manufacturer's Warranties. The disclaimers in Sections 4.8.4(a) and 4.8.4(b) above notwithstanding, each party assigns to the other party all of the manufacturer's warranties and indemnities relating to the Local Equipment and Impaired Devices transferred pursuant to the provisions set forth herein. Such assignment shall take effect upon the applicable transfer date and is subject to all of the terms and conditions imposed by the manufacturers.

4.8.5 Limitations of Liability and Exclusive Remedies.

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

B. Exclusive Remedy of County. In the event County is not a point of presence county (PoP), County acknowledges that Consortium is providing the Local Equipment under applicable state policy and County agrees that County's sole and exclusive remedy for any inability to use a Local Equipment device or any other matter under this property transfer shall be that the Consortium shall repair or replace the Local Equipment device, in Consortium's discretion and on County's behalf, to the extent either such remedy is available to the County through an applicable warranty or maintenance agreement. In the event County is a PoP county, following the transfer of Local Equipment pursuant to section 4.8.3 A. i, the County will manage the repair/replacement of transferred Local Equipment.

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

4.8.6 Responsibility for Software Licenses.

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

Subject to the provisions of sections 2.5.3 and 3.7.3 herein, County shall retain all rights and obligations associated with any license to County Purchased Software contained on any Impaired Device that County

transfers to Consortium.

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

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

V. TERM/TERMINATION/MODIFICATIONS

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

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

5.3 Termination of Consortium or County's Consortium Membership. The MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.

5.4 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

5.5 **Entire Agreement/Amendments.** This MOU constitutes the entire MOU between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs or other agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

VI. MISCELLANEOUS PROVISIONS

6.1 **Notices.** Written notices provided hereunder shall be sufficient addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

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

Dated: January 28, 2010

Consortium:

California Statewide Automated Welfare System Consortium IV

By: *Ana Pagan*
ANA PAGAN, Chairperson
C-IV JPA Board of Directors

Dated: March 30, 2010

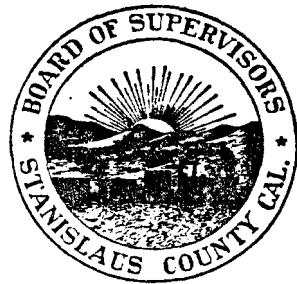
County:

County of Stanislaus

By: *Jeff Grover*
JEFF GROVER, Chairman
Board of Supervisors

Attest:

By: *Juzi Sibert*
Deputy Clerk



APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY *Ann B* 2/24/10

Copy

California SAWS Consortium IV



**County Purchase ST-01-2010
Stanislaus County – Type 1 Scanners**



I. Overview:

Stanislaus County would like to purchase fifteen Type 1 scanners through the use of County funds. This purchase will also include the accompanying imaging software as well as administrative charges for hardware installation. The scope of this County Purchase includes the following:

- Hardware and Software
 - (15) Fujitsu fi-6130 Scanner (Type 1 Scanner)
 - (15) ImageNow CaptureNow for Adrenaline License
- Hardware and Software Support
 - (15) 1 Year of Basic Next-Business-Day Support (for Fujitsu fi-6130 Scanner)
 - (15) 1 Year of Support (for ImageNow CaptureNow for Adrenaline License)
- Administrative Charges

Assumptions:

- General Assumptions:
 - The Total Cost is an estimate and is subject to changes at the time of ordering. The estimate includes shipping/handling and taxes as appropriate. The final cost will be provided to the Consortium at the time of invoicing.
 - New equipment will initially be sent to the warehouse in Riverside, California for asset tagging.
 - Taxes for hardware items were estimated at 8.75% and based on the initial shipping location of Riverside, California.
 - Shipping/Handling charges for hardware items were estimated at a rate of 3.0%.
 - The Consortium will retain ownership of all hardware and software licenses purchased under this County Purchase.
 - Hardware and Administrative Charges will be invoiced and paid in full upon receipt of hardware acceptance.
 - Contractor staff will be responsible for the setup and installation of the hardware on this order. Installation will occur in conjunction with the scheduled C-IV hardware installation for the County unless otherwise mutually agreed upon.
 - All Fujitsu scanners are purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will have the option to either refresh the equipment or renew the hardware support agreements. If the County chooses to



refresh the equipment or renew the hardware support agreements, then a separate County Purchase will be required.

- The County is responsible for scanner kit maintenance.
- All ImageNow software licenses are purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). Once the software support agreements have expired, the County will have the option to either refresh the software or renew the software support agreements. If the County chooses to refresh the software or renew the software support agreements, then a separate County Purchase will be required.
- The County must approve this County Purchase as well as provide an approved Advanced Planning Document (APD) by March 31, 2010. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.

II. Schedule:

The charges associated with this County Purchase will be incurred during State Fiscal Year 2009/2010.

III. Total Cost:

Total County Purchase Charges	Total Cost
Administrative Charges	\$1,620
Hardware and Software Charges	\$33,046
Hardware Charges	\$14,986
Hardware Maintenance and Support Charges	\$1,245
Software Charges	\$14,250
Software Maintenance and Support Charges	\$2,565
Production Operations Charges	\$0
One Time Charges	\$0
Recurring Charges	\$0
Total Charges	\$34,666

IV. References:

This purchase is tracked in the Procurement Database and via CA Unicenter Change Order CO5980-2009.



COUNTY PURCHASE APPROVAL


Subject: County Purchase -ST-01-2010

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

Stanislaus County

By: _____
Printed Name: Christine C. Applegate
Title: Director
Date: _____

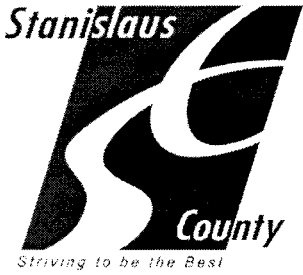
Notice Address:
CSA Stanislaus
251 E. Hackett Road
Modesto, CA 95358

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY 
DATE: 3-8-10

SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY

By: _____
Printed Name: _____
Title: _____
Date: _____

Notice Address:
SAWS Consortium-IV Joint Powers Authority
Attention: C-IV Project Director
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481



COMMUNITY SERVICES AGENCY

Christine C. Applegate
Director

BOARD OF SUPERVISORS

2010 APR 16 P 1: 05

251 E Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT
CLERK TO THE BOARD OF SUPERVISORS

FROM:  SHANNEN LOVE
CONTRACTS ADMINISTRATION

DATE: APRIL 16, 2010

SUBJECT: FULLY EXECUTED CONTRACTS
=====

Enclosed for your record is the fully executed original of the following Agreement:

- ◆ California SAWS Consortium IV – C-IV Scanners this agreement was approved by the Board of Supervisors on March 30, 2010 with Action #2010-156 and was Board Agenda Item B-5.

If you have any questions regarding this document, please call me at 558-1430.

Thank you.



STRIVING TO BE THE BEST COUNTY IN AMERICA

California SAWS Consortium IV



County Purchase ST-01-2010 Stanislaus County – Type 1 Scanners



I. Overview:

Stanislaus County would like to purchase fifteen Type 1 scanners through the use of County funds. This purchase will also include the accompanying imaging software as well as administrative charges for hardware installation. The scope of this County Purchase includes the following:

- Hardware and Software
 - (15) Fujitsu fi-6130 Scanner (Type 1 Scanner)
 - (15) ImageNow CaptureNow for Adrenaline License
- Hardware and Software Support
 - (15) 1 Year of Basic Next-Business-Day Support (for Fujitsu fi-6130 Scanner)
 - (15) 1 Year of Support (for ImageNow CaptureNow for Adrenaline License)
- Administrative Charges

Assumptions:

- General Assumptions:
 - The Total Cost is an estimate and is subject to changes at the time of ordering. The estimate includes shipping/handling and taxes as appropriate. The final cost will be provided to the Consortium at the time of invoicing.
 - New equipment will initially be sent to the warehouse in Riverside, California for asset tagging.
 - Taxes for hardware items were estimated at 8.75% and based on the initial shipping location of Riverside, California.
 - Shipping/Handling charges for hardware items were estimated at a rate of 3.0%.
 - The Consortium will retain ownership of all hardware and software licenses purchased under this County Purchase.
 - Hardware and Administrative Charges will be invoiced and paid in full upon receipt of hardware acceptance.
 - Contractor staff will be responsible for the setup and installation of the hardware on this order. Installation will occur in conjunction with the scheduled C-IV hardware installation for the County unless otherwise mutually agreed upon.
 - All Fujitsu scanners are purchased with 1-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will have the option to either refresh the equipment or renew the hardware support agreements. If the County chooses to



refresh the equipment or renew the hardware support agreements, then a separate County Purchase will be required.

- The County is responsible for scanner kit maintenance.
- All ImageNow software licenses are purchased with 1-year software support agreements from the date of purchase (unless noted otherwise). Once the software support agreements have expired, the County will have the option to either refresh the software or renew the software support agreements. If the County chooses to refresh the software or renew the software support agreements, then a separate County Purchase will be required.
- The County must approve this County Purchase as well as provide an approved Advanced Planning Document (APD) by March 31, 2010. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.

II. Schedule:

The charges associated with this County Purchase will be incurred during State Fiscal Year 2009/2010.

III. Total Cost:

Total County Purchase Charges	Total Cost
Administrative Charges	\$1,620
Hardware and Software Charges	\$33,046
Hardware Charges	\$14,986
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Software Charges	\$14,250
Software Maintenance and Support Charges	\$2,565
Production Operations Charges	\$0
One Time Charges	\$0
Recurring Charges	\$0
Total Charges	\$34,666

IV. References:

This purchase is tracked in the Procurement Database and via CA Unicenter Change Order CO5980-2009.



COUNTY PURCHASE APPROVAL

Subject: County Purchase -ST-01-2010

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

Stanislaus County
By: Christine C. Applegate
Printed Name: Christine C. Applegate
Title: Director
Date: 3/29/10

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY [Signature]
DATE: 3-8-10

Notice Address:
CSA Stanislaus
251 E. Hackett Road
Modesto, CA 95358

SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY

By: [Signature]
Printed Name: John Burke
Title: C-IV Project Director
Date: 4/5/10

Notice Address:
SAWS Consortium-IV Joint Powers Authority
Attention: C-IV Project Director
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481