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1/3/07

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

DEPT: Community Services Agency

BOARD AGENDA # B-10

Urgent

Routine

AGENDA DATE January 9, 2007

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of Amendment 1 to the Joint Exercise of Powers Agreement with the California Statewide Automated Welfare System Consortium IV (C-IV), a Joint Powers Authority

STAFF RECOMMENDATIONS:

1. Approve Amendment 1 to the Joint Exercise of Powers Agreement with the California Statewide Automated Welfare System Consortium IV (C-IV), a Joint Powers Authority.
2. Authorize the Chairman of the Board of Supervisors to sign the amended Joint Exercise of Powers Agreement.

FISCAL IMPACT:

This amendment adds 35 counties to the C-IV Joint Powers Agreement. Stanislaus County's attendant C-IV costs for Fiscal Year 2006-2007 are anticipated to be \$5,976,774. Appropriations, estimated revenues and maintenance of effort requirement to support this amended agreement have been included in the Agency's Fiscal Year 2006-2007 Final budget submission for CSA - Services and Support. There is no additional cost to the General Fund as a result of approval of this amendment.

BOARD ACTION AS FOLLOWS:

No. 2007-21

On motion of Supervisor Grover, Seconded by Supervisor Mayfield  
and approved by the following vote,

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

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.

**DISCUSSION:**

**Background:**

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: the Los Angeles County Automated System called LEADER, Integrated Statewide Automated Welfare Systems (ISAWS), and CalWORKs Information Network (CalWIN). Due to 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, to be known as SAWS Consortium IV (C-IV).

**Joint Powers Authority (JPA):**

In December 1998, the Stanislaus County Board of Supervisors as well as the Boards of Supervisors of the other three counties approved a Joint Exercise of Powers Agreement that created the Joint Powers Authority (JPA) for the long-term governance of the SAWS Consortium IV (C-IV).

On April 10, 2001, the Board of Supervisors authorized the Community Services Agency 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 July 26, 2005, the MOU was amended to establish San Bernardino County as the fiscal agent for C-IV and to delineate how the counties would continue to work together to operate and maintain the new automated system, particularly in regard to project staffing and other areas of mutual interests in the fulfillment of the Consortium's purpose.

**Amendment 1 of the Joint Exercise of Powers Agreement:**

Amendment 1 will add thirty-five (35) Integrated Statewide Automated Welfare Systems (ISAWS) counties to the current C-IV Joint Powers Authority (JPA), and establish a JPA Governing Board of seven (7) members. Stanislaus County will remain a member of the JPA Governing Board for the foreseeable future. The new thirty-nine (39) member C-IV consortium will represent approximately twenty-five (25%) of the state welfare caseload and 70% of California counties.

The thirty-five (35) counties joining the JPA currently belong to the ISAWS consortia developed in 1995. In 2000, ISAWS Strategic Planning Project report concluded that ISAWS used outdated technology and was no longer a viable solution to meet the long-term automation needs of the ISAWS counties and is slated to be decommissioned in the next four years. On September 28, 2002 the California State Legislature adopted Assembly Bill 444 to add Section 10823.1 to the Welfare and Institutions Code. AB 444 established legislative intent for ISAWS counties' to migrate to another consortia system.

In November 2004, all of the thirty-five (35) ISAWS counties voted to move to C-IV with the State's and C-IV JPA's concurrence. C-IV and ISAWS have set up a Project Steering Committee, comprised of the JPA Board members of C-IV (the four directors of the four original counties), both of the Project Directors of the two Consortia, as well as legal counsel from C-IV and several other executives from the two Consortia and state representatives to assist as needed. Work plans, budgets, Maintenance and Organization roles and responsibilities are all in the development stages right now and will be refined by the Project Steering Committee.

Following the establishment of the expanded consortium, bids and negotiations will be conducted by the JPA with the vendor community to accomplish the migration of the ISAWS consortia to the C-IV system. It is the intent to complete this migration to the C-IV system by November 2010.

The benefit of the increase in C-IV counties membership base will be an opportunity to expand and improve the current C-IV system. Also, with the addition of 35 counties, it is anticipated that the larger number of JPA members will spread the maintenance and vendor costs of this operation over a broader base resulting in the lowering of each counties' share of cost, therefore creating a cost savings for the counties. The State will also have lower costs due to the elimination of ISAWS consortium and will only be required to support three automated welfare systems instead of four.

The C-IV Consortium automated welfare system provides a streamlined method to provide temporary economic assistance essential to support needy families in our community. The increase in C-IV counties membership base will expand and improve this automated system.

**POLICY ISSUE:**

This Amendment 1 to the Joint Exercise of Powers Agreement supports the Board's priorities of effective partnerships and efficient delivery of public services.

**STAFFING IMPACT:**

There is no staffing impact associated with this request.



# COPY

ISAWS Migration Project  
Project Informing Notice

Distribution Date:	12/13/2006	Communication ID #:	PIN 007
Confidential:	<input type="checkbox"/>	Time Critical:	<input type="checkbox"/>
Category:	Information	Subject:	Final Draft - Amended JPA Agreement

TO:	Primary Contacts CPMC
CC:	
FROM:	Leslie Johnson, County Project Manager

Description:	Attached is the Final Draft of the Amended C-IV JPA Agreement. This document is provided for your presentation to your Boards of Supervisors. This document has been reviewed and approved by legal counsel and is non-editable. Should you have updates to the signature pages please send the updates to Leslie Johnson, ISAWS Migration County Project Manager.
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Primary Project Contact:	Leslie Johnson, County Project Manager 916-784-7537
Backup Project Contact:	N/A
Attachments:	Yes
Web Link:	<a href="http://isawsconsortium.org/migration/PIN%20007">isawsconsortium.org/migration/PIN 007</a>

**CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM  
CONSORTIUM IV**

**JOINT EXERCISE OF POWERS AGREEMENT**

**Originally Adopted: December 1998**  
**First Amended: June 2007**

CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM CONSORTIUM IV

FIRST AMENDED

**JOINT EXERCISE OF POWERS AGREEMENT**

TABLE OF CONTENTS

RECITALS.....	1
ARTICLE I – DEFINITIONS.....	2
Section 1.01 – Definitions.....	2
ARTICLE II – GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF CONSORTIUM IV .....	3
Section 2.01 – Purpose .....	3
Section 2.02 – Term .....	3
Section 2.03 – Creation of Consortium IV .....	3
Section 2.04 – Member Representation; Board of Directors; Appointing Authorities...	3
Section 2.05 – Meetings of the Board; the Members.....	5
Section 2.06 – Minutes .....	5
Section 2.07 – Quorum; Required Votes; Approvals .....	5
Section 2.08 – Bylaws.....	6
Section 2.09 – Annual Budget .....	6
Section 2.10 – Annual Operational and Fiscal Report.....	6
Section 2.11 – Addition of New Members.....	6
Section 2.12 – Withdrawal of Member.....	6
ARTICLE III – OFFICER AND EMPLOYEES .....	6
Section 3.01 – Chair and Vice-Chair.....	6
Section 3.02 – Secretary .....	7
Section 3.03 – Treasurer .....	7
Section 3.04 – Officers in Charge of Records, Funds and Accounts.....	7
Section 3.05 – Legal Advisor .....	7
Section 3.06 – Other Employees .....	7
Section 3.07 – Officers and Employees of the Consortium IV .....	7
ARTICLE IV – POWERS.....	8
Section 4.01 – General Powers .....	8
Section 4.02 – Specific Powers .....	8
Section 4.03 – Restrictions on Powers .....	8
Section 4.04 – Obligations of Consortium IV .....	9

ARTICLE V – CONTRIBUTIONS, ASSETS, AND DISTRIBUTION UPON TERMINATION ..	9
Section 5.01 – Contributions.....	9
Section 5.02 – Statewide Automated Welfare system Funding Allocations.....	9
Section 5.03 – Distribution of Assets upon Termination .....	9
ARTICLE VI – INDEMNIFICATION & INSURANCE.....	9
Section 6.01 – Consortium IV Indemnification of Members.....	9
Section 6.02 – Member Indemnification .....	9
Section 6.03 – Insurance .....	9
Section 6.04 – Third Party Beneficiaries.....	10
ARTICLE VII – MISCELLANEOUS PROVISIONS .....	10
Section 7.01 – Notices.....	10
Section 7.02 – Law Governing.....	15
Section 7.03 – Amendments.....	15
Section 7.04 – Severability .....	15
Section 7.05 - Successors .....	15
Section 7.06 – Section Headings.....	15
Section 7.07 – Multiple Counterparts.....	15

**CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM CONSORTIUM IV  
JOINT EXERCISE OF POWERS AGREEMENT  
FIRST 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 desire to join 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.

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

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

“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.

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

“Small Counties” means a member of the County Welfare Director’s Association of California (CWDA) Twenty Small Counties Committee.

“State” means the State of California.

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

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## 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 shall become effective on June 1, 2007, or when it has been approved by the Boards of Supervisors of all the Members, whichever occurs last, except that San Joaquin County may join Consortium-IV upon approval by its Board of Supervisors and the Boards of Supervisors of Merced, Riverside, San Bernardino and Stanislaus counties. 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, 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 in which case the number of Directors shall not exceed nine (9). The Directors shall be the Member Representatives from Merced, Riverside, San Bernardino, and Stanislaus; one (1) Member Representative from Category “A”; one (1) Member Representative from Category “B”; and one (1) Member Representative from the ISAWS Consortium Executive Board.

Notwithstanding the above, the Member Representatives shall reconsider the composition of the Board following Implementation. Any recommended changes to the Board structure are subject to Section 7.03.

(c) Appointments to the Board:

(i) No person shall be appointed to hold the position of more than one (1) Director. Each appointed Director shall serve for a term of two (2) years with terms running concurrent with the Consortium IV’s Fiscal Year.

(ii) Categories “A” and “B” are hereby established as follows and the Directors from these categories will be nominated by the Member Representatives from the respective categories and appointed by a majority vote of the Member Representatives present at a meeting of the Members held pursuant to Section 2.07:

- Category “A” [Small Counties]: Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lake, Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, San Benito, Sierra, Siskiyou, Tehama, Trinity, and Tuolumne.
- Category “B”: Butte, El Dorado, Humboldt, Imperial, Kern, Kings, Madera, Marin, Mendocino, Monterey, Napa, San Joaquin, Shasta, Sutter, and Yuba.

(iii) The Director from the ISAWS Consortium Executive Board will be appointed by a majority vote of the members of the ISAWS Consortium Executive Board. This position will become a Member-at-Large position following Implementation and may

be filled by any Member Representative appointed by a majority vote of the Member Representatives. The initial Member-at-Large appointment shall be made at the first meeting of the Members subsequent to Implementation.

### **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 Directors 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 December 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-Chairs.** The Board of Directors shall elect from among its members, a Chair and a First and Second Vice-Chair. During Implementation, the Chair and First Vice-Chair shall be elected from among the following Members: Merced, Riverside, San Bernardino, and Stanislaus. The Second Vice-Chair position shall be elected from one of the three (3) remaining Directors. Each such 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 First 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. The duties of the Second Vice-Chair shall be set forth in the Bylaws. At the first regular election following Implementation, the positions of First and Second Vice-Chair shall be merged into a single Vice Chair position and the Board shall elect a Chair and a Vice-Chair from among its seven (7) members.

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 6505.6 of the Act, the San Bernardino County Auditor-Controller is hereby designated as the Treasurer of the Consortium IV. The Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Consortium IV from whatever source, shall have the duties and obligations set forth in sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Consortium IV. As provided in sections 6505 and 6505.6 of the Act, the Treasurer shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Consortium IV. The bond of the Treasurer under this Agreement shall be his official bond as Treasurer of the County of San Bernardino and no additional bond will be required.

**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.** 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 6512 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. 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 6.04. 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 County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador County	Agency Director County of Amador 1003 Broadway Jackson, CA 95642
Butte County	Welfare Director & Public Guardian/Public Administrator County of Butte P.O. Box 1649 Oroville, CA 95965
Calaveras County	Director County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701
Colusa County	Director County of Colusa 251 E. Webster Street Colusa, CA 95932
Del Norte County	Director County of Del Norte 880 Northcrest Drive Crescent City, CA 95531

El Dorado County	Director County of El Dorado 3057 Briw Road Placerville, CA 95667
Glenn County	Director County of Glenn P.O. Box 611 Willows, CA 95988
Humboldt County	Director County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial County	Director County of Imperial 2995 S. Fourth Street #105 El Centro, CA 92243
Inyo County	Director County of Inyo Drawer A Independence, CA 93526
Kern County	Director County of Kern P.O. Box 511 Bakersfield, CA 93302
Kings County	Director County of Kings Kings County Government Center 1200 South Drive Hanford, CA 93230
Lake County	Director County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen County	Director Social Services, County of Lassen P.O. Box 1359 Susanville, CA 96130

Madera County	Director Department of Social Services 700 E. Yosemite Avenue Madera, CA 93638
Marin County	Director County of Marin 20 N. San Pedro Road, Suite 2028 San Rafael, CA 94903
Mariposa County	Director County of Mariposa 5186 Highway 49 North Mariposa, CA 95338
Mendocino County	Director County of Mendocino P.O. Box 1060 Ukiah, CA 95482
Merced County	Director Human Services Agency P.O. Box 112 Merced, CA 95341-0112
Modoc County	Director County of Modoc 120 North Main Street Alturas, CA 96101
Mono County	Director County of Mono P.O. Box 576 Bridgeport, CA 93517
Monterey County	Director County of Monterey 1000 South Main Street, Suite 209-A Salinas, CA 93901
Napa County	Director County of Napa 2261 Elm Street Napa, CA 94559-3721

Nevada County	Agency Director County of Nevada P.O. Box 1210 Nevada City, CA 95959
Plumas County	Director County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971
Riverside County	Riverside County Director of DPSS County of Riverside DPSS Administration 4060 County Circle Drive Riverside, CA 92503
San Benito County	Director County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95023
San Bernardino County	Assistant County Administrator County of San Bernardino 385 N. Arrowhead Avenue, Fifth Floor San Bernardino, CA 92415-0128
San Joaquin County	Director County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
Shasta County	Director County of Shasta P.O. Box 496005 Redding, CA 96049-6005
Sierra County	Director County of Sierra P.O. Box 1019 Loyalton, CA 90118
Siskiyou County	Director County of Siskiyou 818 South Main Street Yreka, CA 96097

Stanislaus County	Chief Executive Officer County of Stanislaus 1100 "H" Street, 2 <sup>nd</sup> Floor Modesto, CA 95354
Sutter County	Welfare Director County of Sutter P.O. Box 1535 Yuba City, CA 95992
Tehama County	Director 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	Welfare Director County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Yuba County	Director Health and Human Services Dept. 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, 4 <sup>th</sup> 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: \_\_\_\_\_  
Gunter Kizer, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Martin Fine  
Social Services contact

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF AMADOR**

Approved As To Form  
AMADOR COUNTY COUNSEL

By: \_\_\_\_\_  
Richard Vinson, Chair  
Board of Supervisors

By: \_\_\_\_\_  
John Hahn  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF BUTTE**

Approved As To Form  
BUTTE COUNTY COUNSEL

By: \_\_\_\_\_  
Curt Josiassen, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Dave McClain  
Assistant County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF CALAVERAS**

Approved As To Form  
CALAVERAS COUNTY COUNSEL

By: \_\_\_\_\_  
Victoria Erickson, Chair  
Board of Supervisors

By: \_\_\_\_\_  
James C. Jones  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF COLUSA**

Approved As To Form  
COLUSA COUNTY COUNSEL

By: \_\_\_\_\_  
Christine Scofield, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Georgia Stearns  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF DEL NORTE**

Approved As To Form  
DEL NORTE COUNTY COUNSEL

By: \_\_\_\_\_  
Martha McClure, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Robert N. Black  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF EL DORADO**

Approved As To Form  
EL DORADO COUNTY COUNSEL

By: \_\_\_\_\_  
Jack Sweeny, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Rebecca Sudtell  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF GLENN**

Approved As To Form  
GLENN COUNTY COUNSEL

By: \_\_\_\_\_  
Keith Hansen, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Thomas C. Agin  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF HUMBOLDT**

Approved As To Form  
HUMBOLDT COUNTY COUNSEL

By: \_\_\_\_\_  
John Wooley, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Roseanne Zuber  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF IMPERIAL**

Approved As To Form  
IMPERIAL COUNTY COUNSEL

By: \_\_\_\_\_  
Victor M. Carrillo, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Gustavo Roman  
Senior Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF INYO**

Approved As To Form  
INYO COUNTY COUNSEL

By: \_\_\_\_\_  
Susan Cash, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Suzanne Parsons  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF KERN**

Approved As To Form  
KERN COUNTY COUNSEL

By: \_\_\_\_\_  
Barbara Patrick, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Martin Lee  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF KINGS**

Approved As To Form  
KINGS COUNTY COUNSEL

By: \_\_\_\_\_  
Tony Olivera, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Peter D. Mock  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF LAKE**

Approved As To Form  
LAKE COUNTY COUNSEL

By: \_\_\_\_\_  
Ed Robey, Jr., Chair  
Board of Supervisors

By: \_\_\_\_\_  
Anita L. Grant  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF LASSEN**

Approved As To Form  
LASSEN COUNTY COUNSEL

By: \_\_\_\_\_  
Robert Pyle, Chair  
Board of Supervisors

By: \_\_\_\_\_  
R. Craig Settlemire  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF MADERA**

Approved As To Form  
MADERA COUNTY COUNSEL

By: \_\_\_\_\_  
Frank Bigelow, Chair  
Board of Supervisors

By: \_\_\_\_\_  
David Prentice  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF MARIN**

Approved As To Form  
MARIN COUNTY COUNSEL

By: \_\_\_\_\_  
Susan L. Adams, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Mari-Ann Gibbs Rivers  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF MARIPOSA**

Approved As To Form  
MARIPOSA COUNTY COUNSEL

By: \_\_\_\_\_  
Lee Stetson, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Thomas P. Guarino  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF MENDOCINO**

Approved As To Form  
MENDOCINO COUNTY COUNSEL

By: \_\_\_\_\_  
David Colfax, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Jeanine Nadel  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF MERCED**

Approved As To Form  
MERCED COUNTY COUNSEL

By: \_\_\_\_\_  
Michael G. Nelson, Chair  
Board of Supervisors

By: \_\_\_\_\_  
William Hunter  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF MODOC**

Approved As To Form  
MODOC COUNTY COUNSEL

By: \_\_\_\_\_  
David Bradshaw, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Pauline Cravens  
Director, Social Services

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: \_\_\_\_\_  
Jerry Smith, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Allen Bidwell  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF NAPA**

Approved As To Form  
NAPA COUNTY COUNSEL

By: \_\_\_\_\_  
Bill Dodd, 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: \_\_\_\_\_  
Robert Meacher, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Brian L. Morris  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

Approved As To Form  
RIVERSIDE COUNTY COUNSEL

By: \_\_\_\_\_  
Bob Buster, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Robert Pepper  
Principal Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF SAN BENITO**

Approved As To Form  
SAN BENITO COUNTY COUNSEL

By: \_\_\_\_\_  
Pat Loe, 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: \_\_\_\_\_  
Bill Postmus, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Julie Surber  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF SAN JOAQUIN**

Approved As To Form  
SAN JOAQUIN COUNTY COUNSEL

By: \_\_\_\_\_  
Dario L. Marengo, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Gil Gutierrez  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF SHASTA**

Approved As To Form  
SHASTA COUNTY COUNSEL

By: \_\_\_\_\_  
Patricia A. Clarke, 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: \_\_\_\_\_  
Arnold Gutman, Chair  
Board of Supervisors

By: \_\_\_\_\_  
James A. Curtis  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF SISKIYOU**

Approved As To Form  
SISKIYOU COUNTY COUNSEL

By: \_\_\_\_\_  
Marcia Armstrong, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Frank DiMarco  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF STANISLAUS**

Approved As To Form  
STANISLAUS COUNTY COUNSEL

By: William O'Brien  
William O'Brien, Chair  
Board of Supervisors

By: Carrie M. Stephens  
Carrie M. Stephens  
Deputy County Counsel

Date: 1/9/07

Date: 12/29/04

**COUNTY OF SUTTER**

Approved As To Form  
SUTTER COUNTY COUNSEL

By: \_\_\_\_\_  
Larry E. Munger, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Janet Bender  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF TEHAMA**

Approved As To Form  
TEHAMA COUNTY COUNSEL

By: \_\_\_\_\_  
Ron Warner, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Arthur Wylene  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF TRINITY**

Approved As To Form  
TRINITY COUNTY COUNSEL

By: \_\_\_\_\_  
William Chambers, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Jeanette Palla  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF TUOLUMNE**

Approved As To Form  
TUOLUMNE COUNTY COUNSEL

By: \_\_\_\_\_  
Liz Bass, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Gregory Oliver  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF YUBA**

Approved As To Form  
YUBA COUNTY COUNSEL

By: \_\_\_\_\_  
Donald Schrader, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Pat Garamone  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_