

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

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 MONTEREY (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.

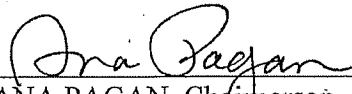
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

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:

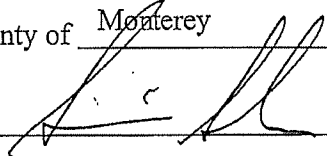
California Statewide Automated Welfare System Consortium IV

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

Dated: 4/27/10

County:

County of Monterey

By: 

Attest:

By: 