



County of El Dorado

DEPARTMENT OF CHILD SUPPORT SERVICES

Ron Ladage, Director/Chief Attorney

AGREEMENT BETWEEN
EL DORADO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
NEVADA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

A. Introduction

Sierra Nevada Regional Department of Child Support Services (County of Nevada), hereinafter referred to as SNRDCSS, and the El Dorado County Department of Child Support Services, hereinafter referred to as EDCDCSS enter this collaborative Plan of Cooperation (herein referred to as "Agreement." SNRDCSS and EDCDCSS undertake this Agreement in the spirit of mutual support between rural local child support agencies (LCSA) where resources may be limited and where the expertise and resources of one LCSA may provide significant support and aid to the operations of another LCSA.

This Agreement is entered with the recognition that the Director of SNRDCSS also serves as attorney of record and provides staff attorney services for SNRDCSS. The Director of SNRDCSS shall remain as attorney of record and provide primary staff attorney services to SNRDCSS. Through this Agreement, EDCDCSS will supplement staff attorney services to provide workload balance and court calendar coverage to the SNRDCSS Director to ensure continuity and quality of legal services to the families of Nevada and Sierra Counties, utilizing the experience and expertise of EDCDCSS attorney staff.

B. Term

This Agreement shall be effective July 1, 2026, to June 30, 2027. Either party, upon a written 30-day notice to the other may elect to terminate this Agreement. If neither party has given notice to discontinue participation in this Agreement one month prior to the end of the state fiscal year, these terms shall be re-adopted in the subsequent two fiscal years, terminating June 30, 2029.

C. General Roles and Authorities of Parties

1. SNRDCSS and EDCDCSS shall remain separate and distinct programs operated within their respective Counties. It is specifically and expressly understood that the EDCDCSS attorneys assigned hereunder are employees of El Dorado County and are not employees of Nevada County for any purpose whatsoever. It is specifically and expressly understood that this Agreement creates no relationship of



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employer/employee between County of El Dorado and County of Nevada. SNRDCSS shall have no right to, and except as noted below, shall not, control the manner or prescribe the method by which the professional services are performed by the assigned EDCDCSS attorneys, and it is understood and agreed that EDCDCSS attorneys will continue to provide the same or similar services for EDCDCSS and other entities without restriction. EDCDCSS shall be entirely and solely responsible for its acts and the acts of its agents and employees while engaged in the performance of services hereunder.

2. The EDCDCSS Attorneys assigned to provide legal services to SNRDCSS will continue to be under the supervision of EDCDCSS and subject to EDCDCSS policies and procedures at the direction of the EDCDCSS Director.
3. SNRDCSS Director, Paul Johnson, shall remain attorney of record for all SNRDCSS's papers and filings, and for all legal functions of SNRDCSS and as primary staff attorney for SNRDCSS. Notwithstanding provisions D.1 and D.2, he shall ensure compliance with State Bar Rules of any EDCDCSS attorney providing services as specified under State Bar rule 5.1
4. EDCDCSS attorneys assigned to provide legal services agree to follow SNRDCSS local case management policies and procedures.
5. Should any issue or concern arise regarding a policy or procedure of SNRDCSS or SNRDCSS' obligation under State Bar Rule 5.1, EDCDCSS and SNRDCSS Directors agree to consult in good faith to resolve such issues or concerns.

D. Services and Responsibilities Under Agreement

1. EDCDCSS will assign attorney support to SNRDCSS to provide:
 - a. Court Coverage:
 - i. For calendaring conflicts that make the SNRDCSS attorney of record unavailable due to other meetings, events, leave time, and similar times of SNRDCSS attorney unavailability.



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- ii. Once Monthly in addition the above (first Wednesday/Thursday of the month or as arranged).
 - iii. As needed on other occasions.
 - b. Staff attorney services such as drafting responsive declarations, points and authorities, and other legal briefs. During absences of the SNRDCSS attorney, providing staff attorney coverage by providing legal guidance to office staff, signing documents, and related attorney staffing needs.
 - c. Legal task review in coordination with SNRDCSS' attorney.
 - d. Prepare for and review individual cases and court calendars in advance, to promote stipulated agreements, arrange for meet and confer with attorneys, review and prepare draft guidelines in Child Support Enforcement (CSE), and to be a resource to the Title IV-D Child Support Program Commissioner and office staff.
 - e. Prepare for and attend, via remote access, weekly case review meetings on those weeks in which case review meeting will cover the calendar for which attorney services are utilized.
2. SNRDCSS will ensure:
 - a. Coverage needs are conveyed as early in advance as feasible and court calendars are provided in advance of hearings.
 - b. EDCDCSS attorneys are provided remote hearing links or means for EDCDCSS staff to acquire remote hearing links, as needed.
 - c. Availability of SNRDCSS staff to assist with questions or logistics in providing attorney services.
 - d. Sufficient lead time to EDCDCSS attorneys for drafting of legal briefs and related documents requiring deadlines or due dates
 - e. Timely communication of all information relative to hearings, operational changes, and procedural/policy revisions influencing the work completed by



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ECDCSS.

- f. Timely communication of any other logistical or informational need of EDCDCSS attorney staff to successfully carry out the services and responsibilities under this Agreement including information relating to hearings, operational changes, and changes to policy or procedure that affect work completed by EDCDCSS attorney staff.
 - g. A workspace with internet/network access for on-site work at court or the office.
3. It is anticipated, and this Agreement provides a maximum obligation of a 12 hours per week of EDCDCSS attorney staffing.
4. EDCSS will strive to make appearances in person with the understanding that doing so creates efficiency in communication and operations with office and court staff, promotes better case outcomes, and promotes better working relationships with office and court staff. SNRDCSS and EDCDCSS will communicate in advance on whether an appearance for specified coverage dates is to be made in person or remotely. SNRDCSS will provide flexibility in targeting calendars for which virtual appearance is suitable due to size of the calendar and nature of matters being heard for which a personal appearance is not necessary.



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5. ECDCSS agrees to travel to SNRDCSS once per month to ensure relationships are maintained among DCSS and Superior Court staff.

E. Financial Compensation

This Agreement will not affect either agency's State allocation. SNRDCSS agrees to pay ECDCSS \$6,250 monthly. ECDCSS agrees to invoice SNRDCSS monthly not to exceed amount of \$6,250. Monthly invoices must provide details to include the following information:

1. Define the month in which services are provided
2. Number of staff who provided support
3. Number of hearings that were supported (specifying virtual or in person)
4. Define travel and accommodation (if applicable)
5. Specify additional attorney support including coverages, legal briefs, tasks, and similar items.

This monthly amount shall be the total compensation for staff time, at the full compensation rate (salary and benefits) and travel (mileage and hotel if necessary and in accordance with El Dorado County policies).

Submit all invoices to:

Nevada County Child Support Services Department

Address: 950 Maidu Ave

City, St, Zip Nevada City, CA 95959

Attn: Paul Johnson- Director of Child Support Services

Email: paul.johnson@nevadacountyca.gov

Phone 530-265-7118

:

SNRDCSS will make payment within thirty (30) days after the billing is received with accurate and complete agreed upon supporting documentation and approved by SNRDCSS and as outlined above.

E. Information Security, Confidentiality and Data Protection

The Parties shall comply with all State and Federal regulations concerning the safeguarding of confidential information including but not limited to: California Family



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Code 17212; Title 22 of the California Code of Regulations sections 111430 and 111440, Welfare and Institutions Code section 11478.1, 26 United State Code section 6103, 42 United States Code section 654(26), and Internal Revenue Service Publication 1075.

G. Indemnification

Pursuant to the provisions of the California Government Code, section 895 et. seq., each Party agrees to defend, indemnify, and hold harmless each other from liability, claim, demand, costs, losses, damages, expenses or judgment for injury or damages caused by negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying party that occurs or arises out of the indemnifying party's performance under this Agreement. Pursuant to the provisions of the California Government Code, 995 et. seq., EDCDCSS agrees to defend and indemnify EDCDCSS attorneys working under this POC for SNRDCSS. This indemnity provision shall survive the termination or expiration of this agreement and is in addition to any other rights or remedies that the parties may have under the law or this Agreement.

H. Insurance

Without limiting the indemnification of each party as stated herein, it is understood and agreed that all Counties shall maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities including general liability, automotive liability, workers' compensation and employers' liability.



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Authority: The signatures of the Parties affixed to this Agreement affirm that they are each and duly authorized to commit and bind their respective Local Child Support Agency to the terms and conditions set forth in this document.

El Dorado County Chairperson:

By: _____ Date: _____

Print Name and Title: _____

Nevada County Chairperson:

By: _____ Date: _____

Print Name and Title: _____

California Department of Child Support Services:

By: _____ Date: _____

Print Name and Title: _____