

AGREEMENT BETWEEN COUNTY OF INYO
AND El Dorado County, on behalf of the Department of Child
Support Services (EDCDCSS).
FOR THE PROVISION OF CHILD SUPPORT ATTORNEY
SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of EL DORADO COUNTY, on behalf of the DEPARTMENT OF CHILD SUPPORT SERVICES (hereinafter referred to as

"Contractor").

WHEREAS, the County of Inyo and County of Mono merged their respective Local Child Support Agencies to create the Eastern Sierra Regional Department of Child Support Services (ESDCSS); and

WHEREAS, the ESDCSS is a department of the County of Inyo, which through the Director of ESDCSS is responsible for the administration, operation, and management of the ESDCSS;

Now, therefore, in consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in **Attachment A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by INYO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES, whose title is: REGIONAL DIRECTOR, ESCSS.

Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. TERM.

The term of this Agreement shall be from June 1, 2025, to May 31, 2026, with an automatic one-year renewal period from June 1, 2026, to May 31, 2027, unless either party provides written notice to the other party of non-renewal no later than April 1, 2026.

3. CONSIDERATION.

- A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as **Attachment B**) for the services and work described in **Attachment A** which are performed by Contractor at the County's request.
- B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance

benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed SEVENTY-FIVE THOUSAND dollars (\$ 75,000.00)

(hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

- i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
- iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. **WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in **Attachment A** which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in **Attachment A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits

in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in **Attachment A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in **Attachment A**, County reserves the right to make such determinations for purposes of this Agreement.

- B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in **Attachment A** to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY.

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.
- B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in **Attachment C** and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in **Attachment A**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND 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., Contractor agrees to defend and indemnify Contractor attorneys working under this Agreement for County. 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.

11. RECORDS AND AUDIT.

- A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the

termination or completion of this Agreement.

- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. TERMINATION.

Either party, upon a written 60-day notice to the other, may elect at any time to cease its effort and stop participating in this Agreement.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

15. DEFAULT.

If the Contractor abandons the work, fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor if, after an opportunity to cure period of ten (10) days, Contractor fails to cure the alleged breach. Upon such termination by default, County will pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed

to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-one (21) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records as required by law.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any direct or indirect interest which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. SEVERABILITY.

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

20. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

21. AMENDMENT.

This Agreement may be modified by the mutual consent of the parties, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

22. NOTICE.

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo	
<u>EASTERN SIERRA CHILD SUPPORT SERVICES</u>	Department
<u>1360 N. MAIN ST. STE. 237</u>	Address
<u>BISHOP, CALIFORNIA</u>	City and State

Contractor:	
<u>El Dorado County DCSS</u>	Name
<u>3883 PONDEROSA ROAD</u>	Address
<u>SHINGLE SPRINGS, CALIFORNIA</u>	City and State

23. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Date: _____

CONTRACTOR

By: _____
Signature

Print or Type Name

Date: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A – SCOPE OF WORK
AGREEMENT BETWEEN COUNTY OF INYO
AND El Dorado County
FOR THE PROVISION OF CHILD SUPPORT ATTORNEY
SERVICES

The El Dorado County Department of Child Support Services, hereinafter referred to as EDCDCSS, and the Eastern Sierra Department of Child Support Services (comprised of Mono and Inyo counties), hereinafter referred to as ESDCSS enter into this Agreement for services in an effort to assist the State Department of Child Support Services (SDCSS) to promote statewide cost-effectiveness, as well as for the purpose of providing Legal Attorney assistance to ESDCSS to ensure continuity of legal access and services to the families of Eastern Sierra County. The intent of this Agreement is to ensure ESDCSS is able to fulfill its responsibilities to manage child support cases for Mono/Inyo counties, to allow EDCDCSS to supplement its allocation, and to minimize adverse impacts to each jurisdictions Cost Effectiveness measures.

EDCDCSS and ESDCSS shall remain separate and distinct programs operated within the 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 ESDCSS for any purposes whatsoever. It is specifically and expressly understood that this Agreement creates no relationship of employer/employee between EDCDCSS and ESDCSS. ESDCSS shall have no right to, and 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 these 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.

EDCDCSS will assign attorney support to ESDCSS (Mono/Inyo) to provide court coverage and legal document review and approval. Attorney support will be assigned based on availability and according to the existing EDCDCSS practices for case or task assignment. It is anticipated and this contract provides for a ¼ FTE assignment. The EDCDCSS Attorneys assigned to provide legal services to ESDCSS will continue under the leadership and direction of EDCDCSS.

It is anticipated that all attorney appearances for court calendars will be remote and have been so approved prospectively by the courts of ESDCSS (Mono/Inyo). In the event that this changes, it will be considered a material change to this Agreement and will require re-evaluation based upon this change. In addition, changes to attorney staffing levels at either Local Child Support Agency (LCSA) would be a material change requiring a reevaluation.

EDCDCSS agrees to maintain the assignment of the Attorney of Record in their Counties. ESDCSS agrees to provide notice of all hearings and trials by providing calendars and travel files to EDCDCSS 3-5 workdays before each court date. ESDCSS agrees to communicate timely all information relative to hearings, operational changes, and procedural/policy revisions influencing the work completed by EDCDCSS. ESDCSS agrees to provide a workspace with internet/network access in case of the need for on-site work at court or the office.

EDCDCSS and ESDCSS will designate liaisons to communicate between the two counties. These liaisons will provide timely information relative to hearings, operational changes, and procedure/policy revisions.

In addition, they will work collaboratively to address concerns, customer complaints, discuss best practices/trends, and find resolutions while keeping each agency Director informed.

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 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.

ATTACHMENT B – SCHEDULE OF FEES

**AGREEMENT BETWEEN COUNTY OF INYO
AND El Dorado County
FOR THE PROVISION OF CHILD SUPPORT ATTORNEY
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Attorney Services

Annual fee of \$75,000 billed monthly at 1/12th the value at \$6,250.00 per month.
Includes attorney services and all travel costs.

Cost Effectiveness Adjustment

This collaborative agreement will not affect either agency's State allocation. ESDCSS agrees to pay EDCDCSS directly, monthly, in an amount not to exceed 1/12 (\$6,250.00) of the annual contract amount. Each agency will continue to be assessed on cost effectiveness based on the initial allocation from state DCSS.

ATTACHMENT C – INSURANCE PROVISIONS
AGREEMENT BETWEEN COUNTY OF INYO
AND El Dorado County
FOR THE PROVISION OF CHILD SUPPORT ATTORNEY
SERVICES

SEE ATTACHED.