

**AMENDED AND RESTATED  
JOINT POWERS AGREEMENT  
FORMING THE CENTRAL SIERRA CHILD SUPPORT AGENCY**

This amended and restated Joint Powers Agreement ("Agreement") is entered into this 7th day of September 2010, by and among the Counties of Calaveras, Amador, Alpine and Tuolumne, all subdivisions of the State of California (collectively, "Member Counties").

**RECITALS**

**WHEREAS**, the parties to this Joint Powers Agreement wish to be responsive to the requirements of Chapter 478 adopted in 1999 by the California Legislature as codified in Division 17 of the California Family Code as defined herein; and

**WHEREAS**, it is recognized that creating regional entities to provide child support services is beneficial to the public and is consistent with said Division 17; and

**WHEREAS**, on May 1, 2002, the Counties of Calaveras, Amador and Alpine entered into a joint powers agreement to form the Central Sierra Child Support Agency ("2002 Agreement"); and

**WHEREAS**, the County of Tuolumne desires to join the Central Sierra Child Support Agency ("Agency") created by the 2002 Agreement; and

**WHEREAS**, it is the belief of the Counties that, through this Agency, the Counties together can and will promote the goals of Division 17 better than they can individually; and

**WHEREAS**, it is the desire of the Counties and of the State for the Agency formed hereby to assume the rights and to accept the delegation of the duties of each of the Counties set forth in said Division 17; and

**WHEREAS**, the Member Counties desire to amend the 2002 Agreement to allow the Agency to function as the local child support agency for all the Member Counties and each of them,

**NOW, THEREFORE, the Member Counties agree as follows:**

**ARTICLE 1  
ESTABLISHMENT**

**Section 1.0. Establishment.**

The joint powers agency known as the Central Sierra Child Support Agency ("Agency") shall be a public agency separate and apart from any constituent county. The Agency shall be governed by the terms of this Amended and Restated Joint Powers Agreement ("Agreement") and the Rules which may be duly passed and adopted by the Board of Directors.

**ARTICLE 2  
AUTHORITY AND DEFINITIONS**

**Section 2.0. Authority.**

This Agreement is entered into pursuant to the authority in Title I, Division 7, Chapter 5 of the Government Code (commencing with Section 6500, et seq.) of the State of California.

**Section 2.1. Definitions.**

The following words shall have the meaning ascribed to them in this section, unless the content of their usage dictates otherwise:

(a) "Agreement" means this Joint Powers Agreement

(b) "Agency" means the Central Sierra Child Support Agency.

(c) "Board" means the Board of Directors of the Agency.

(d) "Child and Family Support Services" shall include child and spousal support, medical support, and paternity determinations and all other child and family support services set forth in Title IV-D of the Social Security Act (42 USC section 651 et seq.) and Division 17; and

(e) "County" or "Member County" means a county which, pursuant to this Agreement, has become a member of the Agency. "Counties" are the Member Counties comprising the Agency.

(f) "Division 17" means Division 17 of the California Family Code commencing at Section 17000 and related federal and State law including, but not limited to, 42 USC section 651 et seq.

If not otherwise defined in this Agreement, the terms used shall have the definitions set forth in Division 17.

**ARTICLE 3  
PURPOSE**

**Section 3.0. Purpose.**

The Counties have joined together to establish the Agency to meet the need for providing child and family support services for each County on a regional and consolidated basis.

**ARTICLE 4  
POWERS**

**Section 4.0. Powers.**

(a) The Agency shall have such powers as may be necessary for the accomplishment of the purpose of this Agreement, including, but not limited to, the power in its own name to make and enter into contracts; to employ agents and employees under an adopted personnel system; to provide for employee retirement, health, and welfare benefits; to acquire, hold and dispose of property, both real and

personal; to sue and be sued in its own name; to hire legal counsel and to incur debts, liabilities, or obligations. The debts, liabilities and obligations of the Agency shall not constitute any debts, liabilities or obligations of any member agency, unless expressly authorized by the Board. The Agency may accept grants, gifts, donations and other monies made in the public interest to carry out the purposes as provided in this Agreement. To the extent budgeted, and as provided by rule, the Board is authorized to pay expenses reasonably and necessarily incurred in the conduct of business, including travel expenses to attend meetings and conferences relating to the business of the Agency.

(b) Without limiting the foregoing, the Agency is expressly empowered to purchase such insurance and/or participate in a program of self insurance, either individually or through a joint powers agency with other public agencies existing in the State of California (including, but not limited to, participation with CSAC-EIA, the California State Association of Counties - Excess Insurance Authority) for the purpose of providing property, liability, Workers Compensation and such other insurance coverage as the Agency may, from time to time, deem necessary or appropriate. Medical insurance may be provided through any provider.

#### **Section 4.1. Limitations.**

Pursuant to Government Code section 6509, the powers of the Agency are subject to the restrictions in the manner of exercising such powers of one of the designated Counties. The County of Amador is hereby designated as that County.

### **ARTICLE 5 ORGANIZATION**

#### **Section 5.0. Membership.**

The Counties of Calaveras, Amador, Alpine and Tuolumne shall be the Member Counties of this Joint Powers Agency. As provided in Section 9.0, this Agreement will not be effective unless and until all four of the Member Counties have adopted this Agreement in the form of a duly executed and certified resolution adopted by the Member County's Board of Supervisors, which authorizes adoption thereof.

#### **Section 5.1. Withdrawal from Membership.**

A Member County may withdraw from the Agency effective on the next succeeding July 1st. The withdrawal shall be in the form of a duly executed and certified resolution adopted by the Member County's Board of Supervisors which authorizes withdrawal. The withdrawal must be received by the Secretary of the Board at least 180 days prior to the July 1st on which the withdrawal will be effective. Withdrawal must also be approved by the State Director of Child Support Services.

### **ARTICLE 6 BOARD OF DIRECTORS**

#### **Section 6.0. Board of Directors and Voting.**

(a) Except as otherwise provided in this Agreement, all powers of the Agency shall be exercised by the Board of Directors. Without limitation and consistent with Division 17, the Board shall adopt the

work program and budget of the Agency, and appoint and terminate the services of the Executive Director.

(b) The Board shall be composed of elected officials as follows:

- (1) Two members of the Board of Supervisors of Calaveras County; and
- (2) Two members of the Board of Supervisors of Amador County; and
- (3) Two members of the Board of Supervisors of Tuolumne County; and
- (4) One member of the Board of Supervisors of Alpine County.

(c) Each Director shall have one (1) vote.

(d) Quorum. A quorum to conduct business is four (4) Directors.

(e) Votes Required. All actions of the Board shall require an affirmative vote of a majority of Directors present.

#### **Section 6.1. Terms and Board Membership.**

(a) Each Director shall serve at the pleasure of the appointing Board of Supervisors.

(b) All Directors shall comply with all conflict of interest laws and regulations applicable to Directors of the Agency.

(c) No Director shall be a customer of the Agency or have any arrearages for child or family support asserted against him or her by the Agency. Any Director with such a connection to the Agency shall automatically cease to be a Director and that position shall be deemed vacant.

#### **Section 6.2. Vacancies and Removal.**

If a person who has been appointed as a Director ceases to serve as a county supervisor, he or she shall no longer serve as a Director. A vacancy shall be filled in the same manner as is the original appointment.

#### **Section 6.3. Alternate Members of the Board.**

(a) Each Member County shall appoint one Alternate Director. An Alternate Director shall meet the same qualifications as a Director.

(b) The terms, manner of appointment and removal, and the filling of vacancies for Alternate Directors shall be governed by the provisions of section 6.0, 6.1, 6.2, and 6.3.

(c) Alternate Directors shall receive all meeting notices and written material sent to Directors and shall have the right to participate and vote at meetings of the Board in the absence of the Director for whom the Alternate Director serves.

(d) All provisions of law relating to conflict of interest that apply to a Director shall apply to an

Alternate Director.

#### **Section 6.4. Officers.**

(a) Chair. A Chair of the Board shall be elected annually by the Board at the first regular Board meeting in each calendar year. Any Director may be authorized to represent the Board upon approval of the Chair.

(b) Vice Chair. A Vice Chair of the Board shall be elected annually by the Board at the first regular Board meeting in each calendar year. The Vice Chair shall have all the powers and act in the place of the Chair in the Chair's absence.

(c) Secretary. A Secretary of the Board shall be elected annually by the Board at the first regular Board meeting of each calendar year. The Secretary will keep a public record of the Board's resolutions, transactions and findings and determinations and prepare minutes of every meeting. The Board may designate the Executive Director to serve as the Secretary and that Executive Director may delegate this responsibility with the consent of the Board.

#### **Section 6.5. Meetings.**

(a) Regular Meetings. Regular meetings of the Board shall be held at least monthly; provided, however, that the Chair may cancel a meeting from time to time if there is no business for the Board. The Rules of the Board shall provide for the notice, time and place of the regular meetings.

(b) Special meetings. Special meetings may be called by the Chair or by a majority of the Directors.

(c) All meetings shall be called and conducted in accordance with the Ralph M. Brown Act commencing with Section 54950 of the Government Code.

(d) The Board may meet in any Member county; provided, however, the permanent home of the Agency shall be in Jackson, Amador County, California.

#### **Section 6.6. Rules.**

The Board may adopt from time to time rules for the conduct of its meeting and the general operations of the Agency. Copies of such rules shall be maintained by the Secretary, and copies thereof shall be filed with each Member County. Written notice of a proposed rule amendment shall be sent to each director and each Member county at least three (3) weeks prior to the vote by the Board on the proposed rule amendment. Such rules shall be consistent with the provisions of this Agreement, and, in the event of any conflict between the provisions of these rules and the provisions of this Agreement, the provisions of this Agreement shall control.

#### **Section 6.7. Executive Director.**

(a) The Board shall appoint an Executive Director who shall serve at will and at the pleasure of the Board. The Executive Director may also serve as the Secretary to the Board. The Executive Director shall be the chief executive officer of the Agency and shall have such duties as may be prescribed by the

Board consistent with Division 17. The appointment and qualifications of the Executive Director shall be consistent with Family Code Section 17304(f) and implementing state regulations. The Director shall employ such other staff members as necessary to accomplish the Agency's program, consistent with the annual budget of the Agency. Staff may be contributed by Member Counties, may be contracted for from Member Counties, or may be hired by the Executive Director as appropriate. The Executive Director shall be responsible for all projects and property of the Agency and shall file with the Treasurer of the Agency, as required by the Board, an official bond in an amount to be determined by the Board, guaranteeing the faithful performance of his or her duties.

Without limiting the foregoing, the Executive Director shall:

- (1) Develop the Agency's budget for submission to the Board;
- (2) Review and decide personnel matters, except the decision to appoint or terminate the services of the executive director;
- (3) Make policy recommendations to the Board;
- (4) Oversee and direct the operation of the Agency on a policy level within the framework of the approved budget;
- (5) Enter into contracts and agreements on behalf of the Agency provided that such contracts or agreements conform to the financial and subject matter rules established by the Board for matters to be acted on by the Executive Director.
- (6) Function as the final decision-making body for such other matters as the Board may designate from time to time; and
- (7) Make recommendations to the Board on such other matters as the Board may designate from time to time.

(b) The Director of the Tuolumne County Child Support Services Department shall serve as the Executive Director of the Agency upon the effective date of this Agreement and thereafter any successor shall be appointed by a majority vote of the Board of Directors. The Executive Director shall serve at will and at the pleasure of the Board.

#### **6.8. Agency Counsel.**

The Board in its sole discretion may select a General Counsel who will serve at will of and at the pleasure of the Board. The General Counsel shall be a person in active admission to the State Bar of California and the Board may appoint a Child Support Attorney of the Agency to this position.

#### **6.9. Employee Costs.**

If a Member County provides employees or staff to serve as staff to the Agency, all direct and indirect costs associated with the discharge of duties for or on behalf of the Agency by the Member County's child support services department and any other Member County department, officer and/or employee shall be reimbursed to that Member County as expenses of the Agency. The combined staff

of the Department of Child Support Services of the Member Counties shall serve as the staff of the Agency.

## **ARTICLE 7 FUNCTIONS**

### **Section 7.0. Functions.**

The functions of the Agency shall include, but not be limited to:

(1) The provision of family and child support services, spousal support, medical support and paternity determinations for the member agencies.

(2) Implementation of the requirements of Division 17 for the Member Counties.

(3) Serving as the Local Child Support Agency, as defined in Division 17 for the Member Counties.

(4) Entering into cooperative agreements with the state government, local governments and the federal government, as appropriate to implement the requirements of Division 17.

(5) Providing technical assistance related to family and child support to the Member Counties.

(6) Providing such additional family and child support services, spousal support, medical support and paternity determinations as the Agency and a Member County may agree to, from time to time.

(7) Applying for and accept state, federal and other grants to assist the Agency and its Member Counties to provide family and child support services and other related services.

### **Section 7.1. Member Counties' Assignment/Delegation to Agency; Agency's Acceptance.**

In carrying out said functions, the Agency shall accept the responsibility for each Member County's duties set forth in Division 17, assume the rights and accept the delegation of the duties of each of the Counties set forth in Division 17 of the Family Code and Title IV-D of the Social Security Act (42 USC section 651 et seq.), and carry out said functions on behalf of the Member Counties. After the Agency is formed and is operating with its own employees, the Member Counties shall cease providing services and performing the duties set forth in Division 17 and Title IV-D of the Social Security Act (42 USC section 651 et seq.), and be relieved of said duties which shall thereupon be the Agency's and not the Member Counties'. Consistent with the foregoing, the Agency and each of the Member Counties shall adhere to the lawful funding requirements and obligations contained in State law, including the State Budget Act, as they apply to all counties in the State.

### **Section 7.2. Employment of Member Counties' Child Support Employees.**

(a) The Agency shall employ all the Member Counties' child support employees as they are in place upon the first day of the formation of the expanded Agency as set forth in this Agreement, and the adoption by the Governing Board of (1) an employee compensation resolution which sets forth the pay

and benefits for Member County child support employees under this Agreement, (2) an employer-employee relations resolution which establishes procedures for establishing bargaining units and representation of Agency child support employees, (3) a contract with the California Public Employees Retirement System providing retirement benefits to Agency child support employees, and (4) an agreement with each union currently representing Member Counties' child support employees.

(b) The employee compensation resolution shall provide that Agency employees shall be entitled to a minimum of the following: maintenance of their existing or equivalent classifications; a total compensation package of salary and insurance benefits which shall result in no loss of total compensation to any Member or Agency employee; maintenance of the pension plans of the Member Counties; the right to carry over the accrued and unused vacation, sick and personal leave levels which exist as of the effective date of this Agreement; application of a leave accrual policy which shall treat all similarly classified child support employees in a similar manner.

(c) The Governing Board shall recognize those unions representing the child support employees of the Member Counties as the joint representatives of the Agency's employees when the employees become employed by the Agency.

## **ARTICLE 8 FINANCIAL**

### **Section 8.0. Annual Budget.**

Each year, at the beginning of the calendar year, a work program for the work of the Agency shall be prepared. Based upon an estimate of the cost of carrying out this work program, a preliminary budget, including a reasonable contingency, in an amount to be approved by the Board, shall be prepared by April 1st of each year. Prior to June 1st of each year, the Board shall adopt a contingent budget based upon its approved work program and after public hearing. The budget shall be contingent on the receipt of the Agency's final state allocation of funds. The Budget shall become final upon the Board making any adjustments necessary to respond to or bring the budget into conformity with the final State allocation of funds.

### **Section 8.1. Funding of Services.**

(a) As a condition of membership in the Agency, prior to, or on, the effective date of the formation of the Agency and, thereafter, prior to, or on, the effective date of membership, each Member County shall assign and deposit all funds in the possession of the Member County which are dedicated or legally obligated for use of the child and family support programs with the Agency and all property and/or equipment that was purchased by child support program funds and is currently in use or in the possession of the Member County; provided, however, that the Board may reject the assignment and/or use of any property, real or personal, that the Board deem not to be in the best interests of the Agency to accept.

(b) In addition, each Member County shall assign to the Agency the right to receive in the name of the Agency and on behalf of the Member County, all funds from the State of California and/or the United States Government that are specifically designated for child and family support services.

(c) It is the intent that the transfer of existing funds and the assignment of future funds for



family and child support services, together with the work of the Agency, shall provide sufficient funds for the Agency's operations.

### **Section 8.2. Use of Member County General Funds.**

After the effective date hereof, and after the transfer of the Member Counties' funds described in subsections 8.1(a) and (b) hereof, the Member Counties shall have no obligation to provide general fund monies to the Agency for any purpose except as provided by State law. The foregoing notwithstanding, the Member Counties and the Agency, jointly and severally, do not through the forming of the Agreement waive, relinquish, or compromise in any way any legal defense or mitigation if the State requires the Counties to provide general funds by administrative directive or judicial action or through the withholding of funds which legal defense or mitigation that the Member Counties or the Agency, or each of them, may have individually or in common with other counties that may be affected by the Division or other State or federal law or regulation.

### **Section 8.3. Refund of Assessment on Withdrawal from Agency**

A Member County withdrawing from the Agency shall be entitled to the return of any funds paid and property and equipment transferred to the Agency under section 8.1(a) and 8.1(b) to the extent that such funds, property and equipment have not been expended by the Agency, or if expended, have been replenished by the Agency to the account of the Member County.

### **Section 8.4. Treasury; Treasurer; Auditor.**

The Board shall designate an Auditor and Treasurer of the Agency, who shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I of the Government Code, commencing with Section 6500. These offices may be held by separate officers or employees or combined and held by one officer or employee. At the close of each fiscal year, the Board shall have an independent audit conducted as set forth in Government Code section 65055.6.

### **Section 8.5. Funds.**

The Treasurer of the Agency shall receive and have the custody of and disburse Agency funds on the warrant of the Auditor and shall make disbursements required by this Agreement. The Treasurer of the Agency shall invest Agency funds in accordance with general law. All interest collected on Agency funds shall be accounted for and posted to the account of said funds. Interest will also be abated to the State on the Agency's quarterly child support expenditure claim.

### **Section 8.6. Accounts and Reports.**

The Agency shall establish and maintain such reports and accounts which are deemed necessary to account for and report on the various sources of funds, expenditures, grants, programs and projects and, as may be required by good accounting practice, the State Department of Child Support Services, the State Controller or the United States Government. The books and records of the Agency shall be open to inspection by representatives of the Member Counties at all reasonable times.

**ARTICLE 9  
DURATION, DISPOSITION AND AMENDMENT**

**Section 9.0. Effective Date.**

This Agreement shall be effective and the Agency expanded to include Tuolumne County on January 1, 2011, provided that prior to this date, this Agreement has been adopted by the four (4) Member Counties.

**Section 9.1. Duration.**

This Agreement shall continue in effect until it is rescinded or terminated, provided that the withdrawal from membership in the Agency by any one Member County shall not operate to terminate this Agreement as to the other Member Counties.

**Section 9.2. Amendment.**

This Agreement may be amended in writing. The amendment shall become effective upon the approval of the amendment by the Boards of Supervisors of the Member Counties and the State Director of the Department of Child Support Services. Within thirty (30) days of approval or denial of an amendment, the Agency shall give written notice to all Member Counties of the action on the amendment and, if approved, the effective date of the amendment.

**Section 9.3. Disposition of Assets Upon Termination.**

Upon termination of this Agreement, any money or assets in the possession of the Agency after payment of all liabilities, costs, expenses and charges validly incurred pursuant to this Agreement shall be returned to the Member Counties in proportion to their contributions determined as of the date of termination.

**Section 9.4. Notices.**

Notices shall be sent by first class mail to the Member Counties and the State of California at the following addresses.

Calaveras County:                      Clerk of the Board of Supervisors  
891 Mountain Ranch Road  
San Andreas, CA 95249-9709

Amador County:                         Clerk of the Board of Supervisors  
810 Court Street  
Jackson, California 95642

Alpine County:                         Clerk of the Board of Supervisors  
P.O. Box 158  
Markleeville, California 96120

Tuolumne County: Clerk of the Board of Supervisors  
2 South Green Street  
Sonora, CA 95370

State of California: Lupe Gonzales  
Regional Administrator  
State DCSS  
P.O. Box 419046, MS-90  
Rancho Cordova, California 95741

IN WITNESS WHEREOF, each of the Member Counties have caused this Joint Powers Agreement to be executed by having affixed thereto the signatures of the agent of said Member County authorized therefor by resolution of the Board of Supervisors of the Member County.

Dated: 9/28/10

CALAVERAS COUNTY

By: *Merita Callaway*  
Title: *Chair*

Dated: September 8, 2010

AMADOR COUNTY

By: *Brian Chute*  
Title: *Chairman*

Dated: 9/21/2010

ALPINE COUNTY

By: *D. M. M.*  
Title: *CHAIRMAN*

Dated: 10/14/10

TUOLUMNE COUNTY

By: *Elizabeth F. Bass*  
Title: *Chair of the Board of Supervisors*

Read and approved as to Form and Content by \_\_\_\_\_  
Dated:

Jan Sturla  
Director, California Department of Child Support  
Services

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

By: *Aligia L. Jamar*  
ALIGIA L. JAMAR  
Clerk of the Board