



## **Colusa, Sutter and Yolo Regional Child Support Agency Leadership Advisory Committee**

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To: RCSA Leadership Advisory Committee  
From: Natalie Dillon, Regional Director  
Subject: Draft Bylaws Review and Feedback (Agenda Item #6)  
Date: February 24, 2021

Attached are draft bylaws for the Colusa, Sutter and Yolo Regional Child Support Agency (RCSA) Leadership Advisory Committee's (LAC) review, consideration and potential adoption. Also attached for reference, is the approved Colusa, Sutter and Yolo RCSA Memorandum of Understanding (MOU).

Staff recommends that after review and consideration, the LAC vote to adopt bylaws to aid in governance of the Committee.

After adoption, if appropriate, the committee should discuss its interest in filling the roles of Chair and Vice Chair for future meetings.

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AGREEMENT  
ESTABLISHING THE COLUSA, SUTTER, AND YOLO REGIONAL  
CHILD SUPPORT AGENCY

This Agreement ("Agreement") is entered into this 2nd day of November, 2020, by and between the County of Colusa, a political subdivision of the State of California, hereinafter referred to as "COLUSA", and the County of Sutter, a political subdivision of the State of California, hereinafter referred to as "SUTTER," and the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "YOLO".

**RECITALS**

WHEREAS, the California Department of Child Support Services (DCSS) has consulted with COLUSA, SUTTER, and YOLO as provided in California Family Code §17304(a) regarding consolidating the functions of their respective Local Child Support Agencies (LCSAs). The California Department of Child Support Services is the single organizational unit whose duty is to administer the federal Title IV-D state plan in California. The consolidation or sharing of child support program responsibilities as described in the State Plan and the respective Plans of Cooperation is subject to approval of the Boards of Supervisors of all three counties and the final approval of the Director of the California Department of Child Support Services; and

WHEREAS, the Boards of Supervisors of COLUSA, SUTTER, and YOLO, recognize the value of the Child Support Program and have determined that the consolidation of the functions of their respective LCSAs will result in increased efficiency and improved service for the state Title IV-D program as well as the cost effectiveness of the program and this action will assist DCSS in improving the program efficiency and customer service quality while maintaining accountability and accessibility, local control, and visibility established by the respective LCSAs to the people of COLUSA, SUTTER and YOLO Counties; and

WHEREAS, the three LCSAs share the statewide automation Child Support Enforcement system (CSE); and

WHEREAS, the governance structure agreed to herein consolidates the functions for the three LCSAs; establishes a single point of contact and authority with DCSS; and allows employees of each LCSA to remain as employees of their respective county through December 31, 2025; and

WHEREAS, this initial Agreement shall serve to transition COLUSA, SUTTER and YOLO Counties Departments' of Child Support Services into a fully integrated and regionalized child support agency,

NOW, THEREFORE, YOLO, SUTTER and COLUSA agree to the consolidation of the functions of their LCSAs and create and maintain the Colusa, Sutter, and Yolo Regional Child Support Agency, hereinafter referred to as the Regional Agency, and agree to the following terms and conditions.

**AGREEMENT**

**A. DEFINITIONS**

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

- 1. "Agreement" means this Agreement.

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- 2. "COLUSA Current Employees" means staff employed by COLUSA County Department of Child Support Services as of the date of this Agreement.
- 3. "County Leadership Advisory Committee" means the forum for ongoing direct communication between the Counties and the Regional Director as listed in Attachment "A" of this Agreement.
- 4. "LCSA(s)" shall mean local child support agency/ies, as set forth in the Recitals, above.
- 5. "Lead County" means the county (YOLO in this Agreement) that shall assume the duties and responsibilities of the consolidated administrative function as listed in Section "D" of this Agreement.
- 6. "Partner A County" means the county (SUTTER in this agreement) that shall assume the duties and responsibilities listed in Section "E" of this Agreement.
- 7. "Partner B County" means the county (COLUSA in this agreement) that shall assume the duties and responsibilities listed in Section "F" of this Agreement.
- 8. "Regional Administrator" means the DCSS representative responsible for all aspects of the child support program within the assigned region.
- 9. "Regional Agency" shall mean the single regional entity performing the work of the local child support agencies for Colusa, Sutter and Yolo counties.
- 10. "Regional Director" means the director of the Regional Agency created through this Agreement to consolidate the functions of the LCSAs of COLUSA, SUTTER, and YOLO Counties, as set in the Recitals, above. The Regional Director is the appointed Director of the YOLO County Department of Child Support Services and also functions as the Director of the SUTTER County Department of Child Support Services and COLUSA County Department of Child Support Services.
- 11. "SUTTER Current Employees" means staff employed by SUTTER County Department of Child Support Services as of the date of this Agreement.

If not otherwise defined in this Agreement, the terms used shall have the definitions set forth in the Family Code §17000, et seq.

B. GOVERNANCE AND ORGANIZATIONAL STRUCTURE

1. Administrative Functions; Employees. In order to effectively operate the Regional Agency, commencing January 1, 2021, the administrative functions of each LCSA shall be consolidated with and managed by YOLO. The employees of each county LCSA shall each have a choice to remain an employee of their respective county or to request to become an employee of YOLO through the final pay period of calendar year 2025. After the initial transition effective January 2, 2021, as previously agreed, employees will have the option to transition every six months during that five-year window period during the final pay period in the months of June and December 2021, 2022, 2023, 2024 and 2025. In the case of employees undergoing current disciplinary action, Yolo shall reserve the right to approve, deny or defer an employee's request to become a Yolo County employee in its sole discretion. Yolo's decision on an employee's request shall in no way affect or alter the employee's employment status with the employer of record. As YOLO would be a new employer of record, all YOLO policies, procedures and other

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authorities apply, including but not limited to any discipline subsequent to the employee’s transition date. Effective the first pay period that includes January 1<sup>st</sup> of calendar year 2026, all remaining interested COLUSA and SUTTER Current LCSA Employees that have not been denied the ability to transition to YOLO will become YOLO employees assigned to the Regional Department. All remaining COLUSA and SUTTER Current LCSA Employees not interested in transitioning to YOLO will either be laid off as there will no longer be a COLUSA or SUTTER LCSA, or will have found employment elsewhere. All SUTTER Current and COLUSA Current Employees will need to undergo and pass the fingerprinting requirements to become a YOLO employee, as discussed more fully below.

2. Regional Director. The Regional Director shall serve as the Director of the SUTTER and COLUSA LCSAs, until those LCSAs no longer exist. The Regional Director shall be directly and separately responsible to the County Administrative Officers of the three counties for the administration, operation and management of their respective LCSAs. Each as Partner County shall vest in the Regional Director the powers and authority necessary to carry out the responsibilities of the administrative, operational and management functions, as set forth more fully below.

Commencing January 2, 2026, the Regional Director will not act as a Department Head in COLUSA or SUTTER Counties and will act solely as the Director of the Regional Agency, with all LCSA responsibilities vested in the Regional Agency as of that date. However, the Regional Director will interface with County Department Heads, and the County representatives serving on the County Leadership Advisory Committee (reference Attachment A). To ensure good communication, connection with the local communities, and knowledge of local issues, the Regional Director shall be included on all Department Head distribution lists for each participating County.

The Regional Director will provide, at minimum, annual Regional Agency performance information to the three counties via the County Leadership Advisory Committee, defined further in Attachment A. The Regional Director will provide support and collaboration to county-based programs including but not limited to CalWORKs and Child Welfare Services that is reasonable and customary. Access by Regional Agency staff to required systems, including welfare case management system (currently C-IV), will be ensured by COLUSA and SUTTER Counties.

3. Regional Agency Duties and Responsibilities. Commencing January 2, 2021, the Regional Agency shall be responsible for providing for all child support program functions set forth in state and federal laws and regulations for cases which fall within its jurisdiction including, but not limited to, case adjudication, case management and collection and disbursement of child support payments. As Lead County, YOLO shall serve as the single point of contact and authority between the Regional Agency and DCSS.

4. State Allocation. A single regional child support allocation will be allocated by DCSS effective July 1, 2021 for State Fiscal Year 2021/22 to YOLO for the operation of a Regional Agency pursuant to this Agreement. YOLO shall be responsible for the payment of the general

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administrative expenses necessary to perform the child support operations within the region including, but not limited to, salaries, benefits, travel and training, supplies and equipment, rent for office space, county cost allocation, memberships, and legal resources and references to the extent that funds are appropriated in the Annual State Budget Act. Any Partner County costs associated with their respective child support programs will be invoiced quarterly to YOLO for reimbursement from the regional child support allocation. Assets purchased by the Child Support program, will remain assets of the program until surplus or properly disposed. Child Support assets that currently exist in SUTTER and COLUSA counties will be transferred to YOLO as assets of the Regional Department effective July 1, 2021, and SUTTER and COLUSA will no longer be responsible to verify, track or otherwise account for those assets after the effective date of the transfer.

5. Post-Consolidation Services and Personnel. The Regional Agency may require the ongoing services of COLUSA and SUTTER County personnel, particularly for site or location specific services including but not limited to Fleet and/or General Services. If such services are needed, separate Memoranda of Understanding will be written defining the scope of work and associated costs.

6. State Cost-Shifting. If at any time a county share of cost is defined by the state legislature for the California Child Support program or by federal regulation, each county will be required to pay its prescribed amount. Any allocation or fund reductions imposed by the state will be applied to the Regional Agency. If any penalties or fines are assessed to the Regional Agency whereby payment cannot be made by IV-D funds, the counties will have a pro rata share in the payment based on caseload. A county can at any time dispute or question the imposition of a pro rata share to the Leadership Advisory Committee and propose an alternate share of cost.

7. Plan of Cooperation. The Regional Director shall sign a single Plan of Cooperation with DCSS. The Regional Director shall be responsible for monitoring the activities of all staff of the Regional Agency to ensure compliance with the terms of the annual Plan of Cooperation.

#### C. CRIMINAL HISTORY AND BACKGROUND INVESTIGATIONS

As described in IRS Publication 1075, child support employees are required to be fingerprinted for purposes of criminal offender record information from the Federal Bureau of Investigation and undergo background investigations to ensure the safety of Federal Tax Information (FTI). All employees will need to undergo fingerprinting prior to becoming an employee of YOLO County. Completed background investigations performed by SUTTER and COLUSA will transfer to YOLO at time of the employee's transition.

#### D. YOLO COUNTY RESPONSIBILITIES

YOLO shall be the Lead County. Nothing in this Agreement shall change the employer/employee relationship between YOLO and the Director of the YOLO County Department of Child Support Services, who shall also serve as Regional Director under this agreement. YOLO reserves all rights regarding the employment, compensation, discipline, and other matters encompassed within the employer-employee

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relationship of the Regional Director. In this regard, the YOLO County Administrative Officer (CAO) shall give due consideration to any and all concerns expressed by the SUTTER and COLUSA CAO's regarding the performance of the Regional Director. The administrative functions of the LCSAs shall be consolidated and performed by the Regional Director, and/or their designee, as set forth above. To carry out this role, the Regional Director and their designee shall, subject to available funding and resources, perform all functions and duties necessary to properly discharge the responsibilities of the position, including but not limited to the following:

1. Certify and ensure that the child support operation in the Regional Agency meets all child support program requirements set forth in the State Plan, Plan(s) of Cooperation, and state and federal laws and regulations;
2. Receive a single allocation for the Regional Agency by DCSS, as described in the preceding section;
3. Prepare, administer and submit a consolidated budget for the Regional Agency after consultation with the County Leadership Advisory Committee. The consolidated regional budget shall be presented to the Yolo County CAO for their review and, subsequently, be submitted for approval by the YOLO Board of Supervisors. The approved, consolidated budget shall be provided to both SUTTER and COLUSA County Administrative Officers. Any changes to the regional allocation will be communicated to the Leadership Advisory Committee;
4. Prepare and submit consolidated claim and reporting forms required in the administration of the program for the Regional Agency,
5. Ensure that the program meets all automation requirements and coordinate with DCSS to effectively operate and maintain the child support automation system for the Regional Agency;
6. Provide sufficient training to employees to enable them to perform all duties necessary to fulfill the tasks and functions of their jobs;
7. Ensure provision of customer service and public outreach/community engagement functions that maximize the delivery of child support services to all customers served by the Regional Agency;
8. Maintain a customer complaint resolution program as required by state regulations, including an ombudsperson program;
9. Be responsible for development, implementation and oversight of any program improvement measures that may be required to improve performance;
10. Respond to the CAO and the Board of Supervisors of each member county as necessary in connection with requests for information and reports regarding the consolidated administrative and programmatic functions;
11. Obtain and procure resources that will benefit the overall operation of the program, including the hiring of additional personnel, acquiring services, equipment, software and/or other information technology, and leasing facilities, necessary to improve program efficiency and effectiveness;
12. Hire, supervise, evaluate and manage personnel necessary to fulfill the functions of the child support program as mandated in California Family Code §17304, including assignment of work duties consistent with the employees' job description and in compliance with

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- applicable Memoranda of Understanding, policies and procedures, and the standards and directives promulgated by the DCSS;
13. During the transition period, work in conjunction with the Boards of Supervisors, CAOs, Human Resources Offices, CPS/Merit System Services, and the bargaining units in performing the duties in this combined administrative function. After the transition period, collaboration with the CAOs and Boards of Supervisors will predominantly be through the Child Support Leadership Advisory Committee as described in Attachment A;
  14. Maintain office space, equipment, machines and supplies necessary to perform the function of the child support program directives in accordance with established policies and procedures of the county for which the assets are owned;
  15. Arrange for sufficient attorney resources to cover the court calendars in YOLO and SUTTER and COLUSA Counties, including the preparation and follow up time required by such cases;
  16. Maintain regular office hours in both Sutter and Colusa counties, pursuant to respective County policy; and
  17. Reimburse SUTTER and COLUSA Counties for all properly invoiced costs no less than 30 days from receipt of a complete and accurate invoice.

#### E. SUTTER COUNTY RESPONSIBILITIES

SUTTER shall be the Partner A County. To carry out its responsibilities as Partner A County SUTTER shall:

1. Vest in the Regional Director all powers and authority necessary to carry out the responsibilities as described herein for the Regional Director;
2. Direct and ensure that the SUTTER County CAO regards the Regional Director as equal in status, authority, and responsibility to any other Department Head in the employ of SUTTER,
3. Direct the SUTTER County CAO to make the Regional Director aware of all relevant policies and procedures of SUTTER;
4. Make reasonably available the administrative offices of SUTTER, (such as the County Administrative Office, Human Resources Office and Office of the County Counsel) in dealing with claims, grievances, and complaints brought by employees of SUTTER;
5. Create and monitor time records and process all payroll payments for SUTTER Current Employees;
6. For the period through December 31, 2025, provide quarterly, an invoice for costs including, but not limited to:
  - a. Salary and Benefits for SUTTER Current Employees
  - b. Travel, training, office supplies and other similar expense for SUTTER Current Employees
  - c. Rent and utilities for office space in Sutter County
  - d. Overhead costs pursuant to SUTTER'S cost allocation plan submitted annually to the State Controller
7. Grant access to its financial and reporting systems to key personnel of the Lead County as it relates to the claimable expenses of the LCSA to help facilitate the regional filing of the monthly claim in the DCSS BECA system and for the purposes of management oversight of the departmental budget; and

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- 8. Grant access to other SUTTER systems as needed for the administration of the program, including but not limited to, the welfare case management system (C-IV), Board of Supervisors agenda, general ledger and personnel systems.

F. COLUSA COUNTY RESPONSIBILITIES

COLUSA shall be the Partner B County. To carry out its responsibilities as Partner B County COLUSA shall:

- 1. Vest in the Regional Director all powers and authority necessary to carry out the responsibilities as described herein for the Regional Director,
- 2. Direct and ensure that the COLUSA County CAO to regard the Regional Director as equal in status, authority, and responsibility to any other Department Head in the employ of COLUSA,
- 3. Direct the COLUSA County CAO to make the Regional Director aware of all relevant policies and procedures of COLUSA,
- 4. Make reasonably available the administrative offices of COLUSA, (such as the County Administrative Office, Human Resources Office and Office of the County Counsel) in dealing with claims, grievances, and complaints brought by employees of COLUSA,
- 5. Create and monitor time records and process all payroll payments for COLUSA Current Employees,
- 6. For the period through December 31, 2025, provide, no less than quarterly, an invoice for costs including, but not limited to:
  - a. Salary and Benefits for COLUSA Current Employees
  - b. Travel, training, office supplies and other similar expense for COLUSA Current Employees
  - c. Rent and utilities for office space in Colusa
  - d. Overhead costs pursuant to COLUSA's cost allocation plan, submitted annually to the State Controller
- 7. Grant access to its financial and reporting systems to key personnel of the Lead County as it relates to the claimable expenses of the LCSA to help facilitate the regional filing of the monthly claim in the DCSS BECA system and for the purposes of management oversight of the departmental budget; and
- 8. Grant access to other COLUSA systems as needed for the administration of the program, including but not limited to, the welfare case management system (C-IV), Board of Supervisors agenda, general ledger and personnel systems.

G. MUTUAL RESPONSIBILITIES

Nothing in this agreement shall limit or reduce the responsibilities that each county has committed to in their respective Plans of Cooperation with the California Department of Child Support Services until such time as they enter into a Plan of Cooperation for the Regional Agency and this Agreement is fully signed. It is the responsibility of the parties to ensure that the terms and conditions of the Plans of Cooperation are met even where delegated to the other party. Each county and the Regional Agency will remain



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subject to audit by DCSS. Each county shall remain responsible for any audit findings against that particular county.

H. PERSONNEL – PARTNER A

1. As of the date of execution of this agreement SUTTER County Department of Child Support Services has 19 Current Employees in the following classifications: Account Clerk II, III; Assistant Director of Child Support; Child Support Attorney II, Child Support Specialist II, III; Child Support Supervisor, Legal Secretary III, Office Assistant III.
2. SUTTER Current Employees shall remain SUTTER employees and be subject to all rules and regulations and shall retain all rights and privileges to which they are entitled under the SUTTER ordinances, personnel rules, regulations, and collective bargaining agreements through December 31, 2025 or until, if by the employee’s choice or job promotion, SUTTER Current Employee becomes an employee of YOLO. SUTTER shall be responsible for payment of wages and compensation to SUTTER Current Employees, subject to quarterly reimbursement by Regional Department. Once all SUTTER Current Employees agree to become Yolo employees, but no later than December 31, 2025, the Regional Agency will directly pay all wages and compensation to its employees.
3. Through December 31, 2025, the Regional Director shall provide direction to staff in performance of Child Support activities and, subject to the review and control of the SUTTER County Administrative Officer, provide for the training, performance review and appraisal, and discipline (up to and including termination) of SUTTER's employees assigned to the Regional Agency. All personnel policies and procedures of SUTTER shall continue to apply to such staff until they transition to YOLO employment.
4. SUTTER Current Employees shall continue to be assigned to work in the office located in Sutter County, unless a location change is agreed upon by the employee.
5. At such time as the SUTTER Current Employees leave their positions (excluding movement for internal promotional opportunities), or this Agreement is terminated pursuant to section K, YOLO shall retain sole responsibility for recruiting and hiring of replacement employees. Any replacement employees shall be YOLO employees and may be required to work in either the Colusa, Sutter, or Yolo offices. However, as specified in Section D, Subsections 15 and 16 above, YOLO shall be responsible for providing sufficient staffing to maintain office hours in each county. YOLO shall be solely responsible for payment of wages, benefits, and other compensation of the employees who replace the SUTTER Current Employees from the annual budget established for the Regional Agency.

I. PERSONNEL – PARTNER B

1. As of the date of execution of this agreement COLUSA County Department of Child Support Services has 4 Current Employees in the following classifications: Child Support Specialist II, and Child Support Supervisor.
2. COLUSA Current Employees shall remain COLUSA employees and be subject to all rules and regulations and shall retain all rights and privileges to which they are entitled under the COLUSA ordinances, personnel rules, regulations, and collective bargaining agreements through December 31, 2025 or until, if by the employees choice or job promotion, the

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employee becomes an employee of YOLO. COLUSA shall be responsible for payment of wages and compensation to COLUSA Current Employees, subject to quarterly reimbursement by Regional Agency. Once all COLUSA Current Employees are employees of YOLO, but no later than December 31, 2025, the Regional Agency will directly pay all wages and compensation to its employees.

- 3. Through December 31, 2025, the Regional Director shall provide direction to staff in performance of Child Support activities and, subject to the review and control of the COLUSA County CAO, provide for the training, performance review and appraisal, and discipline (up to and including termination) of COLUSA Current Employees assigned to the Regional Agency. All personnel policies and procedures of COLUSA shall continue to apply to such staff until they transition to YOLO employment.
- 4. COLUSA Current Employees shall continue to be assigned to work in the Colusa office, unless a location change is agreed upon by the employee.
- 5. At such time as the COLUSA Current Employees leave their positions (excluding movement for internal promotional opportunities), or this Agreement is terminated pursuant to section K, YOLO shall retain sole responsibility for recruiting and hiring of replacement employees. Any replacement employees shall be YOLO employees and may be required to work in either the Colusa, Sutter or Yolo offices. However, as specified in Section D, Subsections 15 and 16 above, YOLO shall be responsible for providing sufficient staffing to maintain office hours in each county. YOLO shall be solely responsible for payment of wages, benefits, and other compensation of the employees who replace the COLUSA Current Employees from the annual budget established for the Regional Agency.

J. INDEMNIFICATION

To the fullest extent permitted by law, each party to this Agreement agrees to protect, save harmless, indemnify, and defend the other, its governing body, officers, agents, employees, and volunteers from any and all loss, damage or liability, including injury to or death of persons, and including all reasonable legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by a party hereto, its governing body, officers, agents, employees, and volunteers, caused by the action or inaction of the indemnifying party. Each party shall bear the proportionate cost of any damage or costs attributable to the negligent or intentional acts or omissions of that party, its governing body, officers, agents, contractors, employees, and volunteers. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed.

In connection with this Agreement, employees assigned to the Regional Agency, during the transition period that are still COLUSA or SUTTER employees, will be authorized to operate child support vehicles, which will become assets of YOLO County effective July 1, 2021. The parties agree that third-party claims for damages arising out of any accidents that occur in County-owned vehicles operated by employees assigned to the Regional Agency in the course and scope of their child support duties, are subject to the indemnity obligations in J. Indemnification.

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This indemnity and defense obligations set forth above shall not be limited to the types and amounts of insurance or self-insurance maintained by the parties.

These provisions shall survive the completion, cancellation or termination of the Agreement.

K. TERM, MODIFICATION AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall commence on January 2, 2021, and remain in effect for a period of five (5) years unless terminated by the parties in writing and with the approval of the Director of DCSS. If not terminated pursuant to Subsection 3 below, or extended thirty (30) days prior to the date of expiration, the Agreement shall automatically renew, each year, for a period of twelve (12) months, until amended or terminated.
2. This agreement may be modified, renewed or amended with the written approval of all parties, provided that the party proposing a modification or amendment submits the same in writing to the Regional Director and the Leadership Advisory Committee at least one hundred eighty (180) days in advance to allow for consideration of said proposal.
3. YOLO, SUTTER and COLUSA each have the right to terminate their participation in this agreement, without cause or legal excuse, and without incurring any liability to the other party/ies for such termination except as set forth herein. Written notice of intent to terminate participation shall be provided to the Regional Director, and copied to the Leadership Advisory Committee, at least one hundred eighty (180) calendar days prior to May 1<sup>st</sup>, in any year, so YOLO can modify its budget and staff appropriately prior to the start of the upcoming fiscal year if it determines to continue participating. If a County terminates participation in this Agreement, the Regional Agency will no longer provide Child Support Services for that that County. Any termination by YOLO shall end this Agreement as of the effective date of its notice, which shall be provided in the manner set forth above.
4. Any county that elects to terminate its participation in this Agreement shall be entitled to the return of any property and assets transferred to YOLO in its role of administering the Regional Agency under this Agreement, to the extent that such property and assets have not been expended by YOLO. Any staff that originated in COLUSA or SUTTER and transitioned to the Regional Agency will be given the opportunity, if this agreement were to be terminated, to return their county of origin, COLUSA or SUTTER, with terms as negotiated by the employee and COLUSA or SUTTER.
5. Upon the full termination of this Agreement, any money, property, and assets in the possession of YOLO in its role of administering the Regional Agency, after payment of all liabilities, costs, expenses and charges validly incurred by YOLO in furtherance of that role pursuant to this Agreement, shall be returned to the participating counties in proportion to their contributions determined as of the date of termination. Any ongoing liabilities, costs, expenses or charges that exceed money, property, and assets of the Agency at the time of termination shall be apportioned between the parties in proportion to their then-current pending case counts.

L. DISPUTE RESOLUTION

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In the event of a dispute between the Regional Director and either Partner County concerning the performance or direction of the Regional Agency that cannot be resolved, the parties to this Agreement will refer the issue to the Leadership Advisory Committee and the DCSS Regional Administrator for resolution. If the dispute cannot be resolved, the parties may submit the dispute for resolution to the Director of DCSS. The decision of the Director of DCSS shall be final for purposes of exhausting administrative remedies prior to litigation, except for issues within the sole jurisdiction of a County Board of Supervisors.

If no mutually acceptable resolution of the dispute can be achieved all three parties retain their rights to terminate this Agreement as described in Paragraph K of this Agreement or, in appropriate circumstances, may pursue other recourse in law or in equity.

M. AMENDMENT

The provisions of this Agreement may not be modified, except by a written instrument signed by all three parties and approved by the Director of California Child Support Services.

N. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

O. NOTICES

All notices by the parties and DCSS to one another pertaining to any provision in this Agreement shall be made by United States mail, postage pre-paid, addressed as follows:

YOLO County Office of the County Administrator  
625 Court Street,  
Woodland, CA 95695

SUTTER County Office of the County Administrator  
1160 Civic Center Boulevard, Suite A,  
Yuba City, CA 95993

COLUSA County Office of the County Administrator  
547 Market Street, Room 102  
Colusa, CA 95932

With copies to:

Regional Child Support Agency Director,  
100 West Court Street  
Woodland, CA 95695

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California Department of Child Support Services, Director  
11150 International Drive  
Rancho Cordova, CA 95670

EXECUTION:

In witness whereof, the parties have executed this Agreement below by their duly authorized representatives. This Agreement may be executed in counterparts.

  
\_\_\_\_\_  
Gary Sandy  
Yolo County Board of Supervisors


11/3/2020  
Date

APPROVED AS TO FORM:  
  
ILIR J. ROGLDICH  
County Counsel

  
\_\_\_\_\_  
Ron Sullenger  
Sutter County Board of Supervisors

11/2/2020  
Date

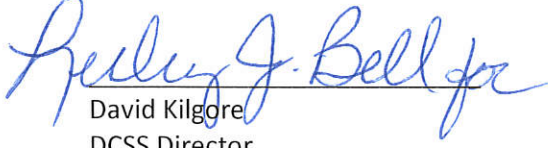
Approved as to Form  
County Counsel  
Sutter County, California  
By Deborah Mitchell

  
\_\_\_\_\_  
Denise J. Carter  
Colusa County Board of Supervisors

11/24/20  
Date

  
\_\_\_\_\_  
Lance Kurb  
County Counsel  
Approved as to form

Approved:

  
\_\_\_\_\_  
David Kilgore  
DCSS Director

12/14/2020  
Date

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**Attachment A**

**Child Support Leadership Advisory Committee**

- I. *Purpose:* The Child Support Leadership Advisory Committee provides a forum for ongoing direct communication between the Counties and the Regional Director.
  - A. The Child Support Leadership Advisory Committee provides a streamlined process for the Regional Agency and the Counties to collaborate as partners in the development of short and long-term program priorities. The Regional Director will inform the counties of local programmatic impacts and performance outcomes and goals.
- II. *Membership:* The Advisory Committee will be comprised of two (2) representatives from each of the Counties. One (1) of the two (2) representatives will be the County CAO (or their designee); and one (1) will be a Supervisor (or an alternate Supervisor).
- III. *Meetings:* The Regional Director will convene the Child Support Leadership Advisory Committee meeting a minimum of one time per year.
- IV. *Program Development:* The Regional Director will provide information to the Child Support Leadership Advisory Committee regarding prior year performance accomplishments and budget year goals.
- V. *Budget Development:* The child support program allocation for the Regional Agency is distributed by DCSS and will be issued to YOLO County as the lead county. Any changes to the regional allocation will be shared with the Child Support Leadership Advisory Committee.
- VI. *Local Leadership of the Regional Department – Selection of a New Director:* When/if assignment of a new Regional Director is required; YOLO County will recruit for the position. At least one representative from each county who participates on the Child Support Leadership Advisory Committee will participate in candidate assessment/review panel and make a recommendation to the Yolo County CAO on the ideal candidate for the Regional Director position.
- VII. *Local Leadership – Incumbent Regional Child Support Agency Director’s Review:* At the time of his/her regularly scheduled annual review, the Yolo County CAO will invite the Child Support Leadership Advisory Committee’s input on their performance of the Regional Director.
- VIII. The Child Support Leadership Advisory Committee is encouraged to provide regular feedback to the Yolo County CAO regarding staff and or program performance for all members of the Regional Agency engaged in work in the member counties.



# Colusa, Sutter and Yolo Regional Child Support Agency Leadership Advisory Committee

## Bylaws

### ARTICLE I. NAME OF AGENCY

The name of the Agency, commencing January 2, 2021, is the COLUSA, SUTTER AND YOLO REGIONAL CHILD SUPPORT AGENCY (also known as the RCSA, or Regional Agency). The Memorandum of Understanding (MOU) that created the Regional Agency also established the County Leadership Advisory Committee.

### ARTICLE II. AGENCY PURPOSE AND MISSION

Section 1: PURPOSE: To effectively administer and deliver IV-D Child Support program services to the families of Colusa, Sutter and Yolo counties.

Section 2: MISSION STATEMENT: The Colusa, Sutter and Yolo Regional Child Support Agency works with families to promote self-sufficiency and the well-being of children by establishing parentage and financial support.

### ARTICLE III. COUNTY LEADERSHIP ADVISORY COMMITTEE PURPOSE

Section 1: PURPOSE: The Child Support Leadership Advisory Committee (Committee or LAC) provides a forum for ongoing direct communication between the Counties and the Regional Director.

The Child Support Leadership Advisory Committee provides a streamlined process for the Regional Agency and the Counties to collaborate as partners in the development of short and long-term program priorities, advise the Regional Director on annual budget development, provide input on the Regional Director’s annual performance evaluation, and perform various other functions specified in the MOU.

### ARTICLE IV. COUNTY LEADERSHIP ADVISORY COMMITTEE COMPOSITION

Section 1: COMPOSITION: The MOU that established the Regional Agency defines the composition of the Committee as: two (2) representatives from each of the Counties. One (1) of the two (2) representatives will be the County Administrative Officer (CAO) (or their designee); and one (1) will be a Supervisor (or an alternate Supervisor).



## **Colusa, Sutter and Yolo Regional Child Support Agency Leadership Advisory Committee**

Assignment to the Leadership Advisory Committee is generally a two year term, or until replaced by their appointing authority.

If a person assigned to the Committee ceases to be a member of the Board of Supervisors or the designee of the County Administrator, that individual will be deemed removed from the Committee and will no longer serve as a representative. The vacancy will be filled in a manner similar to the original appointment.

Section 2: STAFF: The Director of the Regional Agency and/or their designee will staff the Leadership Advisory Committee and prepare and maintain minutes of its meetings.

Section 3: CHAIRPERSON: In its discretion, the Committee at any time may elect a Chair and Vice-Chair to lead meetings and perform related duties. The Chair and Vice-Chair will serve one-year terms. If the Committee does not elect a Chair and Vice-Chair, the Director will lead meetings but will not cast votes in any matters requiring a decision.

### **ARTICLE V. VOTING**

Section 1: VOTING: Generally, consistent with its purpose as a collaborative body, the Committee will endeavor to operate by consensus in providing guidance to the Director on matters within its purview. On matters that require Committee action (for example, dispute resolution under Section L of the MOU), each representative member is entitled to one vote.

Section 2: PROXY VOTING: If a representative is unable to attend a Leadership Advisory Committee meeting, the right to vote for that County may be delegated to the other County representative. A written authorization is required and becomes effective when received by the Regional Director.

Section 3: A majority of representatives present either in person, electronically, telephonically or by proxy will be required to pass motions.

Section 4: TIE: If there is a tie in voting, the Committee shall be deemed deadlocked and no action shall result.





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### **ARTICLE VI. MEETINGS**

Section 1: All meetings of the Committee shall comply with the Ralph M. Brown Act. The Regional Director will convene the Child Support Leadership Advisory Committee meeting a minimum of one time per year. The Committee will meet at such times and places within one of the three participating Counties, or virtually. The Committee will be noticed by the Regional Director through distribution and posting of an agenda, as discussed below. Meetings can be held in person, telephonically or virtually, subject to compliance with the Brown Act.

Section 3: AGENDA: The Regional Director will create the agenda for all meetings and will distribute the agenda to the representatives prior to each meeting and handle all public posting responsibilities (in coordination with the Clerk of the Board of Supervisors for each participating County, as needed). Items for the agenda may be submitted to the Regional Director by any member of the Committee. Items may also be suggested by non-members, including members of the public. The Regional Director shall determine which items are included on an agenda in consultation with the Chair and Vice-Chair or, if those positions are not filled, the Director shall have sole discretion in such matters.

Section 4: MINUTES: Staff of the Regional Director will prepare minutes of the public portion of each meeting and will distribute copies to each representative. Adopted minutes will be available to the public upon request. Minutes of closed sessions are not required and, if taken, will also be available to the public only in accordance with the Ralph M. Brown Act, Public Records Act, and other applicable laws. The minutes will include a record of the persons present (including the names of representatives, names of staff, and the names of members of the public from whom written or oral presentations were made) and a description of the matters discussed and conclusions reached, and copies of all reports received, issued or approved by the Committee.

All documents, reports, or other materials prepared by, or for, the Committee constitute official government records and must be maintained by the Regional Agency.

Section 5: RESPONSIBILITIES: The responsibilities of the Committee are described in the MOU, relevant sections of which and are provided in the following paragraphs for ease of reference.

Section 6: PROGRAM DEVELOPMENT: The Regional Director will provide information to the Child Support Leadership Advisory Committee regarding prior year performance accomplishments and budget year goals.



## **Colusa, Sutter and Yolo Regional Child Support Agency Leadership Advisory Committee**

Section 7: BUDGET DEVELOPMENT: The child support program allocation for the Regional Agency is distributed by the California Department of Child Support Services (DCSS) and will be issued to YOLO County as the lead county. Any changes to the regional allocation will be shared with the Child Support Leadership Advisory Committee.

### **ARTICLE VII. RESPONSIBILITIES**

Section 1: SELECTION OF A NEW DIRECTOR: When/if assignment of a new Regional Director is required; YOLO County will recruit for the position. At least one representative from each county who participates on the Committee will participate in candidate assessment/review panel and make a recommendation to the Yolo County CAO on the ideal candidate for the Regional Director position.

Section 2: REGIONAL DIRECTORS REVIEW: At the time of his/her regularly scheduled annual review, the Yolo County CAO will invite the Child Support Leadership Advisory Committee's input on their performance of the Regional Director.

The Child Support Leadership Advisory Committee is encouraged to provide regular feedback to the Yolo County CAO regarding staff and/or program performance for all members of the Regional Agency engaged in work in the member counties.

### **ARTICLE VIII. AMENDMENTS**

Section 1: NOTICE Except as otherwise required by law, these bylaws may be amended at any regular meeting of the Leadership Advisory Committee.

Section 2: VOTE Such amendment will require an affirmative vote of a simple majority of the representatives present either in person, telephonically, virtually or by proxy.

Section 3: EFFECTIVE DATE: Unless the effective date is included in the vote, the date of approval by the membership constitutes the new effective date of the bylaws.