MEMORANDUM OF UNDERSTANDING

BETWEEN

**COUNTY OF SISKIYOU AND COUNTY OF SHASTA**

1. At the request of the State Department of Child Support Services (DCSS), this Memorandum of Understanding (MOU) creates a ‘shared services’ call center collaboration between Shasta County Department of Child Support Services (Shasta County DCSS) and Siskiyou County – Siskiyou Modoc Regional Department of Child Support Services (SMRDCSS). This MOU is created for the purpose of answering the SMRDCSS's customer telephone calls at Shasta County DCSS.
2. It is the understanding of both parties that this collaboration shall commence on **July 1, 2023,** and extend through **June 30, 2024.** The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions, unless either party gives 60-days’ written notice not to renew.
3. Shasta County DCSS agrees to answer telephone calls from customers for the SMRDCSS. Incoming calls being routed through the state Enterprise Customer Services Solution (ECSS) will be answered by Shasta County DCSS’s call center. Shasta County DCSS will provide general information to customers, employers, and title companies regarding general case status information and payments. Shasta County DCSS will update participant data such as addresses, email addresses, and telephone numbers in the California Child Support Automation System (CCSAS) and will forward questions needing county-specific assistance to SMRDCSS.
4. Shasta County DCSS and SMRDCSS shall remain separate and distinct programs operating within their respective counties. Each entity shall keep and share data regarding processes that work well, those that need improvement, lessons learned, and suggestions for changing the future “shared services” agreements.
5. The Directors and staff of Shasta County DCSS, SMRDCSS, and DCSS agree to meet once a year to discuss the status of this collaboration, including problems, issues, concerns, standards, and goals.
6. Notices concerning this MOU, including notices of termination, must be sent by/delivered to:

Genevieve Richardson, Director Gary W. Sams, Regional Director

Shasta County DCSS Siskiyou Modoc Regional DCSS

PO Box 994130 PO Box 1047

Redding, CA 96099 Yreka, CA 96097

530-229-8898 530-841-2965

1. **Indemnification Clause**:

Shasta County shall defend, release, hold harmless, and indemnify County of Siskiyou, its elected officials, officers, volunteers and/or employees, from any and all claims for injuries or damages to persons and/or property which arise out of injuries or damages resulting from the negligent acts or omissions of Shasta County, its officers and/or employees. It is further agreed that County of Siskiyou shall defend, release, hold harmless, and indemnify Shasta County, its elected officials, officers, volunteers and/or employees, from any and all claims for injuries and/or damages to persons and/or property which arise out of the negligent acts and/or omissions of County of Siskiyou, its officers and employees. In the event of concurrent negligence of Shasta County, its officers and employees, and County of Siskiyou, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

1. **Termination of Agreement:**

Shasta County DCSS and SMRDCSS each have the right to terminate this agreement, without cause or legal excuse, and without incurring any liability to the other party, upon 60-days’ written notice to the other party of its intent to terminate this agreement.

1. **Counterparts/Electronic, Facsimile, and PDF Signatures**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.]

IN WITNESS WHEREOF, the parties hereto have executed this MOU between Shasta County DCSS and SMRDCSS, for a ‘shared services’ call center for the purpose of Shasta County DCSS answering the SMRDCSS’s customer telephone calls at Shasta County DCSS on the day and year first written above:

*Signatures on Following Page*

**COUNTY OF SHASTA**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_

Genevieve Richardson, Director

Child Support Services

APPROVED TO AS FORM: Risk Management Approval:

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_ COUNTY COUNSEL

County of Shasta

**COUNTY OF SISKIYOU**

ATTEST:

LAURA BYNUM, CLERK COUNTY OF SISKIYOU

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy Ed Valenzuela, Chair,

Siskiyou County Board of Supervisors

APPROVED TO AS FORM:

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_

Edward J. Kiernan, COUNTY COUNSEL

County of Siskiyou

APPROVED TO AS INSURANCE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_

Melissa Cummins, Risk Management

**California Department of Child Support Services**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_

**David Kilgore, Director**