INTERIM REGIONAL DEPARTMENT OF CHILD SUPPORT SERVICES
DIRECTOR

YOLO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES,
SUTTER COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
COLUSA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

APRIL 1, 2019 THROUGH DECEMBER 31, 2019
MOU NO.________

INTERIM REGIONAL DEPARTMENT OF CHILD SUPPORT SERVICES DIRECTOR

Between the County of Yolo Department of Child Support Services,
the County of Sutter Department of Child Support Service and
the County of Colusa Department of Child Support Service

I. PURPOSE

The purpose of this Inter-County Memorandum of Understanding (MOU) is to provide for a coordination of efforts and delineation of responsibilities in relation to executive management oversight and services rendered between the County of Yolo Department of Child Support Services, hereinafter referred to as YOLO, a political subdivision of the State of California, the County of Sutter Department of Child Support Services, hereinafter referred to as SUTTER, a political subdivision of the State of California, and the County of Colusa Department of Child Support Services, hereinafter referred to as COLUSA, a political subdivision of the State of California hereinafter collectively referred to as PARTIES. This MOU is to establish the roles and responsibilities of the PARTIES as they relate to the guidelines for securing cooperation between the County of Yolo Department of Child Support Services, the Sutter County Department of Child Support Services and the Colusa County Department of Child Support Services for the appointment of the County of Yolo Department of Child Support Services Director as the County of Sutter Department of Child Support Services Interim Director as well as the County of Colusa County Department of Child Support Services Interim Director.

II. RECITALS

WHEREAS, SUTTER and COLUSA temporarily require the services of a Child Support Services Interim Director to perform the duties set forth in California Family Code Section 17000 et. seq.; and,

WHEREAS, YOLO presently employs a Child Support Services Director with the expertise and capability to provide the necessary executive management oversight and services to SUTTER and COLUSA; and,

WHEREAS, the SUTTER and COLUSA local child support agencies (LCSA) are lacking necessary executive management staff; and,
WHEREAS, the PARTIES are currently conducting a regionalization feasibility study, approved by the respective Board of Supervisors; and

WHEREAS, the position of Child Support Services Director in SUTTER, COLUSA and YOLO are components of each local child support agency, with common powers and duties, and it is the purpose of this MOU to authorize these agencies to coordinate their work and jointly exercise these powers and duties as set forth herein during this temporary period.

NOW, THEREFORE, the PARTIES hereto mutually agree as follows:

III. STANDARDS
The PARTIES to this MOU shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which they are responsible pursuant to California Family Code Section 17000 et. seq., and other local, State, and Federal laws and regulations in their respective counties. In addition, the PARTIES agree to perform their respective roles, responsibilities, and services as set forth in this MOU.

IV. TERM
A. This MOU shall be in effect beginning April 1, 2019 and ending December 31, 2019.
B. This MOU shall be renewable upon the same terms as listed within for an additional one-year period contingent upon written agreement of the PARTIES.
C. Notwithstanding IV. B., there is no guarantee that this MOU will be renewed under a new agreement following the expiration or termination of this MOU.

ASSIGNMENT OF INTERIM DIRECTOR AND INTERIM ASSISTANT DIRECTOR
1. During the term of this MOU, YOLO shall assign its present Child Support Services Director, as of the effective date of this MOU, to perform the services of Interim Regional Child Support Services Director for SUTTER and COLUSA.
2. During the term of this MOU, as of the effective date of this MOU, the current Sutter County Department of Child Support Services, Staff Services Manager / Interim Director, shall be assigned as the Sutter County Department of Child Support Services, Interim Assistant Director, to provide continuity of management and
supervision for SUTTER, and shall report to, and be supervised by, the Interim Regional Child Support Services Director employed by YOLO.

3. During the term of this MOU, as of the effective date of this MOU, the current COLUSA Child Support Supervisor shall report to the YOLO Assistant Director to provide continuity of supervision in COLUSA.

4. During the term of this MOU, as of the effective date of this MOU, the Interim Regional Child Support Services 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.

V. SCOPE OF SERVICES / DESCRIPTION OF SERVICES

1. During the term of this MOU, as of the effective date of this MOU, the Interim Regional Child Support Services Director shall perform services for SUTTER and COLUSA on an as-needed basis, using her best professional judgment to determine the level of services required to maintain SUTTER and COLUSA’s compliance with State and Federal laws and their Plans of Cooperation with the State.

2. The Interim Regional Child Support Services Director shall perform all functions, duties, and services and exercise all powers of the “administrator of the local child support agency” for SUTTER and COLUSA, as set forth in California Family Code, Section 17304, and implement regulations, and as otherwise assigned by the SUTTER County Board of Supervisors and COLUSA County Board of Supervisors.

3. The Interim Regional Child Support Services Director shall not execute personnel actions pertaining to SUTTER employees, including, but not limited to; personnel hiring, promotion(s), and changes to compensation, without the full written approval of the SUTTER Child Support Services Interim Assistant Director or SUTTER Human Resources. Disciplinary actions will be led by the Interim Assistant Director,
will need the required approval of the Interim Regional Director and will be coordinated with SUTTER Human Resources Director.

4. The Interim Regional Child Support Services Director shall not execute personnel actions pertaining to COLUSA employees, including, but not limited to; personnel hiring, promotion(s), and changes to compensation, without the full written approval of the COLUSA Human Resources Director. Disciplinary actions will need the required approval of the Interim Regional Director and will be coordinated with COLUSA Human Resources.

VI. NO TERMS NOT INCLUDED

This MOU contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the PARTIES hereto. In addition, this MOU shall supersede in its entirety any and all prior MOUs of the PARTIES regarding the subject matter of this MOU.

VII. COMPENSATION

There shall be no compensation paid directly by SUTTER or COLUSA to YOLO under this MOU.

VIII. TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days written notice, the PARTIES may terminate this MOU. Notice may be given by delivering a copy of said notice to the PARTIES personally, or by mailing a copy of the said notice to the PARTIES. If mailed, notice shall be deemed received two (2) days after deposit in the United States Mail, postage prepaid, and addressed as set forth in Section 8, Notices.
IX. AMENDMENT

No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the PARTIES hereto.

X. NOTICES

Notices shall be given to YOLO at the following address:
   Ms. Natalie Dillon, Director
   Yolo County Department of Child Support Services
   100 West Court Street
   Woodland, CA 95695

Notices shall be given to SUTTER at the following address:
   County of Sutter
   County Administrative Officer
   1160 Civic Center Blvd # A
   Yuba City, CA 95993

Notices shall be given to COLUSA at the following address:
   County of Colusa
   County Administrative Officer
   547 Market Street, Room 102
   Colusa, CA 95932

XI. RELATIONSHIP OF PARTIES

YOLO, by and through its Child Support Services Director, shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant, or employee of SUTTER or COLUSA, nor shall any such person be entitled to any benefits, including, but not limited to, Workers’ Compensation Benefits, available or granted to employees of SUTTER or COLUSA. Nothing herein shall be construed as creating a partnership or joint venture between YOLO, SUTTER or COLUSA counties.

XII. COMPLIANCE WITH APPLICABLE LAWS

The PARTIES shall comply with any and all applicable Federal, State, and local laws affecting the services covered by this MOU.
XIII.  DISPUTE RESOLUTION

In the event of a dispute between the PARTIES concerning the subject matter of this MOU that cannot be resolved, the PARTIES agree to refer the issue to the County Administrative Officer of the respective Counties for resolution. If the dispute cannot be resolved, the PARTIES may request the assistance of the California Department of Child Support Services Director, through the California Department of Child Support Services Regional Administrator.

XIV.  REFERENCE TO LAWS AND RULES

In the event any law, regulation or policy referred to in this MOU is amended during the term hereof, the PARTIES agree to comply with the amended provision as of the effective date of such amendment.

XV.  HOLD HARMLESS / INDEMNIFICATION CLAUSE

Pursuant to Government Code Section 895.4, the PARTIES agree as follows:

A.  SUTTER, COLUSA and YOLO shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys’ fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this MOU and is an addition to any other
rights or remedies that SUTTER, COLUSA and YOLO may have under law or under this MOU.

XVI. INTERPRETATIONS

As PARTIES jointly prepared this MOU, the language in all parts of this MOU shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

XVII. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This MOU is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State governments that may affect the provisions, terms or funding of this MOU.

XVIII. AUTHORITY

Each person executing this MOU in a representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by their duly authorized representatives. This agreement may be executed in counterparts.

1. COUNTY OF YOLO

BY:

Don Saylor, Chair, Yolo County Board of Supervisors

APPROVED AS TO FORM:

BY:

Phil Pogledich, Yolo County Counsel

BY:

Patrick Blacklock, Yolo County Administrator

MOU – REGIONAL CHILD SUPPORT SERVICES INTERIM DIRECTOR
ATTEST:  Patrick Blacklock, Clerk of the Board of Supervisors

BY: __________________________________________________________
    Patrick Blacklock, Clerk

2. COUNTY OF SUTTER

BY: __________________________________________________________
    Mat Conant, Chair, Sutter County Board of Supervisors

APPROVED AS TO FORM:

BY: __________________________________________________________
    Jean Jordan, Sutter County Counsel

BY: __________________________________________________________
    Steve Smith, Interim Sutter County Administrator

ATTEST: Donna M. Johnston, Clerk of the Board of Supervisors

BY: __________________________________________________________
    Donna M. Johnston, Clerk

3. COUNTY OF COLUSA

BY: __________________________________________________________
    Kent S. Boes, Chair, Colusa County Board of Supervisors

APPROVED AS TO FORM:

BY: __________________________________________________________
    Marcos Kropf, Colusa County Counsel

BY: __________________________________________________________
    Wendy Tyler, Colusa County Administrator

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

MOU – REGIONAL CHILD SUPPORT SERVICES INTERIM DIRECTOR
3.  CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

APPROVED AS TO FORM AND CONTENT:

DATE:________________________  BY:________________________

David Kilgore, Director
California Department of Child Support Services