

**Agreement for
FAMILY LAW FACILITATOR
Services**

This agreement for family law FACILITATOR services (“Agreement”) is made pursuant to California Family Code section 10000 et seq.

This Agreement is made between Del Norte Superior Court in and for the State of California (“the Court”) with a principal place of business at 450 H Street, Crescent City, California and Chris Doehle (FACILITATOR).

This Agreement will become effective on and will end no later than
Services to be Performed

FACILITATOR agrees to perform the following services:

- (a) The services mandated by Family Code Section 10000-10012, as from time to time amended. These services shall include, but are not limited to the following: providing education materials to parents concerning the process of establishing parentage and establishing, modifying and enforcing child and spousal support in the courts; distributing necessary court forms and voluntary declarations of paternity; providing assistance in completing forms; preparing support schedules based upon statutory guidelines; assist non-Title IV-D parents in completing necessary forms for cases to be included in the State Distribution Unit and the Child Support Registry once these services are operational; and providing referrals to the District Attorney, family support services, and other community agencies and resources that provide services for parents and children.
- (b) Attend each session of the law and motion calendar pertaining to family law.
- (c) Comply with guidelines promulgated by the Judicial Council of the State of California relating to Family Law FACILITATORS.
- (d) Manage the content and accuracy of the materials and services offered by the Court’s “Self-Help Center”. These materials and services shall include, but are not limited to the following: providing education materials to parents

concerning the process of establishing parentage and establishing, modifying and enforcing child and spousal support in the courts; distributing necessary court forms and voluntary declarations of paternity; providing assistance in completing forms; providing educational materials for self representing litigants in the subject areas of adoptions, family law, limited and unlimited civil, guardianships and arrangement of pertinent training of staff in the aforementioned areas. The overall supervision and control of operation of the Self Help Center will remain with the Superior Court.

- (e) Perform related duties as assigned by the Presiding Judge of the Del Norte Superior Court.

Time Services Rendered

The office of the FACILITATOR shall render a minimum of Sixteen (16) hours a week of services on an as-needed basis during the term of this Agreement. Nonetheless, FACILITATOR shall be free to practice law for others during those periods when not performing services under this Agreement for COURT, so long as doing so shall not result in a conflict of interest under the California Rules of Court.

Place of Services

Services shall be rendered at 450 H Street or 580 5th Street , Crescent City, County of Del Norte. FACILITATOR will also attend each Friday session of the law and motion calendar pertaining to family law.

Payment

In consideration for the services to be performed by FACILITATOR, COURT agrees to pay FACILITATOR Fifty-three Thousand Eight Hundred Sixty Dollars and Eight Cents (53,860.80) according to the terms set out below.

Above sum is payable at the rate of Four Thousand Four Hundred and Eighty-eight Dollars and Forty Cents (\$4,488.40) per month.

Terms of Payment

Upon completing FACILITATOR's services under this Agreement, FACILITATOR shall submit an invoice to the Court Executive Officer of the Courts. Request for payment shall include an explanation as to time devoted to providing services and shall be submitted no later than the fifth (5th) day of each month following

the provisions of services for the previous month.

COURT shall pay FACILITATOR the compensation described within five (5) days following receipt of FACILITATOR's invoice.

Expenses

FACILITATOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the FACILITATOR hires to complete the work under this Agreement unless said costs are approved in advance by the Court Executive Officer.

Designated Representatives

Sandra Linderman is the representative of the COURT and will administer this Agreement for the COURT. Chris Doehle is the authorized representative for the FACILITATOR. Changes in the designated representatives shall occur only by advance written notice to either party.

Independent FACILITATOR Status

FACILITATOR is an independent contractor, not COURT's employee. FACILITATOR's employees or contract personnel are not COURT's employees. FACILITATOR and COURT agree to the following rights consistent with an independent FACILITATOR relationship.

- * FACILITATOR has the right to perform services for others during the term of this Agreement.
- * FACILITATOR has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- * FACILITATOR will furnish all equipment and materials used to provide the services required by this Agreement unless approved in advanced by the COURT.
- * FACILITATOR has the right to hire assistants as

subFACILITATORS, or to use employees to provide the services required by this Agreement.

* The FACILITATOR or FACILITATOR's employees or contract personnel shall perform the services required by this Agreement; COURT shall not hire, supervise or pay any assistants to help FACILITATOR.

* Neither FACILITATOR nor FACILITATOR's employees or contract personnel shall receive any training from COURT in the skills necessary to perform the services required by this Agreement unless approved in advance by the COURT.

* COURT shall not require FACILITATOR or FACILITATOR's employees or contract personnel to devote full time to performing the services required by this Agreement.

Business Permits, Certificates and Licenses

FACILITATOR has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

FACILITATOR meets the educational and training qualifications necessary to satisfy requirements of the California Judicial Council for Family Law Facilitators.

State and Federal Taxes

COURT will not:

* withhold FICA (Social Security and Medicare taxes) from FACILITATOR's payments or make FICA payments on FACILITATOR's behalf

* make state or federal unemployment compensation contributions on FACILITATOR's behalf, or

* withhold state or federal income tax from FACILITATOR's payments.

FACILITATOR shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if FACILITATOR is not a corporation, self-employment (Social Security) taxes. Upon demand, FACILITATOR shall provide COURT with proof that such payments have been made.

Fringe Benefits

FACILITATOR understands that neither FACILITATOR nor FACILITATOR's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of COURT.

Workers' Compensation

COURT shall not obtain workers' compensation insurance on behalf of FACILITATOR or FACILITATOR's employees. If FACILITATOR hires employees to perform any work under this Agreement, FACILITATOR will cover them with workers' compensation insurance and provide COURT with a certificate of workers' compensation insurance before the employees begin the work.

Unemployment Compensation

COURT shall make no state or federal unemployment compensation payments on behalf of FACILITATOR or FACILITATOR's employees or contract personnel. FACILITATOR will not be entitled to these benefits in connection with work performed under this Agreement.

Insurance

COURT shall not provide any insurance coverage of any kind for FACILITATOR or FACILITATOR's employees or contract personnel. FACILITATOR agrees to maintain an error and omission insurance policy of at least \$500,000.00 to cover any negligent acts committed by FACILITATOR or FACILITATOR's employees or agents while performing services under this Agreement.

FACILITATOR shall indemnify and hold COURT harmless from any loss or liability arising from performing services under this Agreement.

Terminating the Agreement

FACILITATOR shall serve at the pleasure of the Presiding Judge of the Superior Court of the State of California, County of Del Norte. COURT shall have the right to terminate this agreement at any time by giving notice in writing of such termination to FACILITATOR. In the event COURT gives notice of termination, FACILITATOR shall immediately cease rendering services upon receipt of such written

notice and the following shall apply;

- (a) FACILITATOR shall deliver copies of all writings prepared by it pursuant to this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photography, and every other means of recording upon any tangible thing including letters, words, pictures, sounds or symbols, or combinations thereof.
- (b) COURT shall have full ownership and control of all such writings or other communications delivered by FACILITATOR pursuant to this agreement.
- (c) COURT shall pay FACILITATOR the reasonable value of services rendered by FACILITATOR to the date of termination pursuant to this Agreement in addition to that amount previously billed and approved by the COURT, not to exceed the amount documented by the FACILITATOR and approved by the COURT as work accomplished to date; provided, however, COURT shall not in any manner be liable for lost profits which might have been made by FACILITATOR had FACILITATOR completed the services required by this agreement. In this regard, FACILITATOR, shall furnish to COURT such financial information as in the judgment of the COURT is necessary to determine the reasonable value of the services rendered FACILITATOR. In the event of a dispute as to the reasonable value of the services rendered by FACILITATOR, the decision of the COURT shall be final. The foregoing is cumulative and does not affect any right or remedy which may exist in law or equity.

FACILITATOR may terminate its services under this Agreement upon Sixty (60) calendar day written notice to the COURT.

Renewal

This agreement shall automatically renew on the annual anniversary of the Commencement Date set forth previously above unless otherwise terminated by either party pursuant to the terms thereof or upon 60 days prior written notice.

Exclusive Agreement

This is the entire Agreement between FACILITATOR and COURT.

Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

Applicable Law

This Agreement will be governed by the laws of the state of California.

Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- * when delivered personally to the recipient's address as stated on this Agreement
- * three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- * when sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

No Partnership

This Agreement does not create a partnership relationship. FACILITATOR does not have authority to enter into contracts on COURT's behalf.

Conflict of Interest

FACILITATOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to , Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing

with Section 1090 and Chapter 7 of title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practice Commission.

Attorney Fees

If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which he or she may be entitled.

Signatures

COURT:

SUPERIOR COURT OF CALIFORNIA
County of Del Norte

By: _____
(Signature)

SANDRA LINDERMAN
Court Executive Officer

Date: _____

FACILITATOR:

by: _____
(Signature)

(Typed or Printed Name)

Title: _____

Taxpayer ID Number: _____

Date: _____