




COUNTY OF DEL NORTE
Department of Child Support Services
P.O. Box 66, 983 Third Street
Crescent City, CA 95531
(866) 901-3212
Fax (707) 465-0126
dcss@co.del-norte.ca.us

AGENDA DATE: May 24, 2016

TO: Del Norte County Board of Supervisors

FROM: Debbie Mayhue, Director 
Department of Child Support Services

SUBJECT: Approval of Attorney Contract

RECOMMENDATION FOR BOARD ACTION: Authorize the Director of Child Support Services to enter into an annual agreement between Del Norte CSS and Christine Doehle, Attorney, for Attorney Services at a rate of \$200.00 per hour, totaling no more than \$73,000 per fiscal year for FY 2016/2017.

SUMMARY: The Department of Child Support Services has a small caseload and does not require a full time attorney. Contracting attorney services results in salary and benefits savings for the Department. This arrangement meets the needs of the Department and satisfies the legal requirements of court case processing.

DISCUSSION/JUSTIFICATION: The Department has been utilizing attorney Peter Martin for legal services for numerous years, and some time ago he had notified the Department that he was seeking retirement. In a review of the local attorney pool for candidates with Family Law experience, limited private client conflicts and an interest in working with the department, one attorney rose to the top and the Department seeks to enter into a contract for attorney services for family law legal representation with attorney Chris Doehle. Ms. Doehle has previously served as the Family Law Facilitator and is well known to the Department.

ALTERNATIVE: The alternatives would be: 1) hire a different outside counsel, or 2) for the County to recruit for the position of Child Support Attorney. The department does not require a full time attorney for such a small caseload.

FINANCING: The department has budgeted in the 2016-2017 fiscal year for this contract. The contract is for the same amount as previous legal services. All expenses for the



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Department are paid with State funds.

CHILDREN'S IMPACT STATEMENT:

This section meets 5 of the following outcome measures for children in Del Norte County:

- Children ready for and succeeding in school.
- Children and youth are healthy and preparing for adulthood.
- Families are economically self-sufficient.
- Families are safe, stable and nurturing.
- Communities are safe and provide a high quality of life.
- No impact to Children as a result of this action.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed and approved the contract.

SIGNATURE REQUIRED:

Clerk of the Board and Chairman of the Board of Supervisors

ADMINISTRATIVE SIGN-OFF:

- AUDITOR: Clinton Schaad
- COUNTY ADMINISTRATIVE OFFICER: Jay Sarina
- COUNTY COUNSEL: Elizabeth Cable

- PERSONNEL:

- OTHER DEPARTMENT:

**CONTRACT FOR CHILD SUPPORT ATTORNEY SERVICES BETWEEN
DEL NORTE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND
Christine Doehle**

This contract for child support attorney services ("Contract") is entered into by and between the County of Del Norte ("County") and Christine Doehle ("Attorney"). The effective date of this contract is July 1, 2016.

WHEREAS, County desires to retain a person to provide the following services:

Legal representation of County Department of Child Support Services in all actions concerning Title IV-D of the Social Security Act, involving the establishment of paternity and child support orders, and the enforcement and collection of child support.

WHEREAS, attorney warrants that she is qualified and agreeable to render the aforesaid services and has significant child support expertise;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Duties of Attorney.

- (a)** Attorney shall maintain an active membership in the State Bar of California.
- (b)** Attorney agrees to provide all of the services reasonably necessary to provide legal representation for the County Department of Child Support Services under Title IV-D of the Social Security Act including but not limited to establishment of paternity, establishment and enforcement of child support orders and collection methods.
- (c)** Attorney will be available 30 hours every month to answer legal questions, conduct research, review documents and files, prepare pleadings, prepare for court hearings and represent County in court and meet with custodial, non-custodial, or other parties to child support actions.
- (d)** Attorney will provide these services primarily at the Department of Child Support Services and the Del Norte County Courthouse, but may at the pleasure of the Department of Child Support Services, utilize attorney's private office on occasion.

2. County-Furnished Services. The County agrees to:

- (a)** Make available to Attorney those services, supplies, equipment and staff within the Del Norte Child Support Services office that are normally provided to a staff attorney as required by the type of services rendered by Attorney.
- (b)** Make available all pertinent data and records for review.

3. Compensation.

- (a) Compensation for furnishing services under this Contract shall be \$200.00 per hour.
- (b) Compensation shall remain in effect for the entire term of this contract.
- (c) Compensation includes all direct and indirect overhead and costs incurred by Attorney at his/her office and travel to and from places of work.
- (d) County shall reimburse Attorney for any registration and travel for training conferences or seminars, which have prior approval of the Director of Child Support Services, and in accordance with the terms of the Del Norte County Travel Policy.

4. **Maximum Cost To County.** Notwithstanding any other provision of this contract, in no event will the cost to the County for the services to be provided herein exceed the maximum sum of \$73,000.00 for fiscal year 2016-2017.

5. **Payment.** The fees for services under this Contract shall be paid monthly within 30 calendar days after receipt by County of an invoice covering the service(s) rendered to date. Attorney shall specifically document all of his/her requests for payment/reimbursement by itemized invoice.

6. **Professional Liability Insurance.** CONTRACTOR represents that he/she carries professional liability insurance and shall maintain such throughout the life of this contract. The policy must provide coverage for one hundred thousand dollars (\$100,000) at a minimum. CONTRACTOR must provide the COUNTY notification within thirty (30) days if his/her coverage lapses, is no longer in effect or terminates for any reason.

7. **Costs to be Borne by Attorney.** Attorney will pay all expenses incidental to the operation of his/her practice, including but not limited to, secretarial, utilities, copying, telephone, library, postage, and supplies and shall not be entitled to reimbursement therefore. Attorney shall maintain her membership in the California Bar and any continuing education requirements at her own cost. Travel expenses shall be borne by the Attorney subject to the provisions of paragraph 3d above.

8. **Conflict of Interest.** Attorney will not be obligated to accept a matter in which a conflict of interest exists or which he/she would otherwise be prohibited from accepting under the Rules of Professional Conduct of the State Bar of California. Whenever Attorney becomes aware that he/she has a conflict of interest, Attorney shall immediately inform the County.

9. **Continued Private Practice.** Attorney may continue to engage in the private practice of law during the term of the Contract. However, during the term of the contract, Attorney shall structure his/her private practice in such a way as to minimize

conflicts. Attorney shall not undertake any representation of parties having adverse claims against the County of Del Norte. Representation of criminal defendants shall not be deemed to be prohibited adverse representation. Notwithstanding the foregoing, Attorney may complete any representation of any present client that Attorney has undertaken prior to the effective date of this contract.

10. Subcontracting and Assignment. The rights, responsibilities and duties under this Contract are personal to the Attorney and may not be subcontracted, transferred, or assigned without the express prior written consent of the County. Any other attorney performing any duties under this contract must be approved by the County in writing, this includes conflict counsel proposed by Attorney or an Attorney performing services for Attorney in her absence.

11. Term of Contract. This Contract shall commence on July 1, 2016 and continue through June 30, 2017 unless terminated as stated in paragraph 13. Attorney agrees to render services under this contract in an expeditious manner and without unnecessary delay.

12. Title. It is understood that any and all documents, information, computer files, and reports concerning this Contract prepared by and/or submitted by Attorney, shall be the property of the County. In the event of the termination of this Contract, for any reason whatever, Attorney shall immediately turn over all information, writing, computer files, and documents to County without exception or reservation. Attorney shall transfer from computer hard drive to USB memory stick any information or documents stored on hard drive and provide County with said memory stick.

13. Expiration and Termination of Contract, Notice.

(a) This Contract shall terminate June 30, 2017. If in the opinion of the COUNTY, ATTORNEY fails to perform the Services required under this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, the COUNTY may terminate this Agreement immediately, upon notice.

(b) Subject to Rules of Professional Conduct for attorneys, either party hereto may terminate this Contract for any reason by giving sixty (60) calendar days notice to the other party. If the County terminates this Agreement, the County will pay only for those services and material rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by ATTORNEY had ATTORNEY completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

In the case of termination under this section, ATTORNEY shall cooperate with any transition so that the transition may be made in a smooth and effective manner.

- (c) The County reserves the right, in its sole discretion, to terminate Attorney's access to any or all of the confidential information and the related services or any portion thereof at any time, without notice.

14. Independent Contractor Status. The relationship created by this Contract is that of independent contractor and Attorney shall not be considered an employee of County for any purpose.

15. Indemnification. ATTORNEY shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of ATTORNEY in the performance of services rendered under this Agreement by ATTORNEY, or any of ATTORNEY's officers, agents, employees, contractors, or subcontractors.

16. Compliance with Applicable Laws. Attorney shall, in the performance of this Contract, comply with all applicable laws, ordinances, regulations and codes of Federal and California law.

17. Integration, Severance and Modification Clauses. This Contract contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the date of this Contract is executed will be binding on the parties. If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision or of the entire Contract will be severable and remain in full force and effect. This Contract may be amended or modified only by mutual agreement of the parties in writing.

18. Litigation and Attorney Fee Clause. Should either party seek to litigate any dispute concerning this Contract or its performance, both parties agree that a judge to be assigned by the Judicial Council, not a Del Norte County Superior Court Judge, shall preside over such litigation. The Agreement shall be construed in accordance with the laws of the State of California. The venue shall be in Del Norte County. Furthermore, in the event of such litigation, the prevailing party shall be entitled to recover its costs and attorney's fees from the other party in such an amount as may be fixed by the assigned judge.

19. Designated Representatives. Debbie Mayhue is the representative of the COUNTY and will administer this Agreement for the COUNTY. Christine Doehle is the authorized representative for ATTORNEY. Changes in designated representatives shall occur only by advance written notice to the other party.

20. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and ATTORNEY agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold ATTORNEY harmless from any claim arising out of reuse of the information for other than this project.

DATED: COUNTY OF DEL NORTE

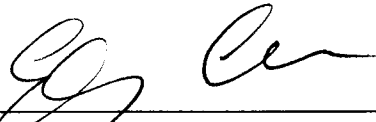
Gerry Hemmingsen, Chair
Board of Supervisors

ATTEST:

Kylie Heriford, Clerk of the Board
of Supervisors, County of Del Norte,
State of California

DATED: _____
Christine Doehle
California Bar # 154179

APPROVED AS TO FORM:



Elizabeth Cable
Del Norte County Counsel