

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 11/03/2022	PREPARED BY: Michael Killian, County Clerk
Meeting Date Requested: 12/06/2022	PRESENTED BY: Michael Killian, County Clerk
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda	
SUBJECT: CLERK AND COURT FACILITATOR PERSONAL SERVICES AGREEMENT WITH CONTRACTOR MICHELLE DOLVEN.	
FISCAL IMPACT: ZERO FOR CURRENT EXPENSE - \$8,000 FROM THE 116 COURTHOUSE FACILITATOR BUDGET, THE 116 BUDGET IS FUNDED WITH PROGRAM FEES, COURT SERVICES FEES AND LOCAL DV FEES.	
BACKGROUND: The Franklin County Clerk has had a Personal Service Agreement with Contractor Michelle Dolven since 2006 for Clerk and Court Facilitator Services. The attached contract and Resolution combines both Resolutions 2006 203, and 2011 408 into one Resolution as well as increase the Contractors hourly rate into a single rate. The hourly rate has not been increased since 2011.	
RECOMMENDATION: APPROVE THE PERSONAL SERVICES AGREEMENT AND RESOLUTION.	
COORDINATION: PROSECUTOR AUDITOR CLERK	
ATTACHMENTS: (Documents you are submitting to the Board) PERSONAL SERVICES AGREEMENT RESOLUTION ASR	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of party(s) that will need a pdf.) Original : Clerk of the Board Karin Milham PDF: Matt Beaton- Auditor Tim Anderson- Accounting Jen Johnson – Prosecutor’s Office Michael Killian – County Clerk	

I certify the above information is accurate and complete.

Name, Title

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

***PERSONAL SERVICE AGREEMENT PROVIDING FOR A FAMILY LAW CLERK AND
COURT FACILITATOR FOR THE FRANKLIN COUNTY CLERK AND CLERK OF
SUPERIOR COURT, BETWEEN FRANKLIN COUNTY AND MICHELLE DOLVEN,
EFFECTIVE
DECEMBER 6, 2022, THROUGH DECEMBER 31, 2024,
AND RESCINDING FRANKLIN COUNTY RESOLUTIONS
2006 203 AND 2011 408***

WHEREAS, the County Clerk desires to continue basic services to pro se litigants regarding domestic and Family law matters, pursuant to RCW 26.12.240 AND Washington Rules of Court, General Rule 27;

WHEREAS, Franklin County Resolution 2006 203 and 2011 408 approved agreements with Michelle Dolven as the Family Law Court and Clerk facilitator and desires to continue said service; and

WHEREAS, pursuant to ***RCW 36.01.010*** and ***RCW 36.32.120***, the legislative authority of each County is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority for Franklin County and desires to enter into this agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Personal Service Agreement providing for a Family Law Court and Clerk Facilitator service for the County Clerk and Clerk of Superior Court, between Franklin County and Michelle Dolven, to be paid from the Miscellaneous Courthouse Facilitator Budget, Number 116-000-001, line item 512.22.41.0000 (Professional Services), effective December 6, 2022.

APPROVED this 6th day of December, 2022

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board

PERSONAL SERVICES AGREEMENT
PROVIDING FOR A FAMILY LAW COURT FACILITATOR AND CLERK FACILITATOR
SERVICES FOR
FRANKLIN COUNTY SUPERIOR COURT CLERK

THIS PERSONAL SERVICES AGREEMENT is between FRANKLIN COUNTY, a political subdivision of the State of Washington, with its principal offices located at 1016 North Fourth Avenue, Pasco, Washington, and Michelle Dolven (hereinafter referred to as "Contractor").

1. **Purpose**

Franklin County Superior Court and its Clerk seek the services of Contractor to provide basic services to the Franklin County Superior Court for pro se litigants regarding domestic matters pursuant to the Revised Code of Washington (RCW) Chapter 26.12.240, and Washington Rules of Court, General Rule (GR) 27.

2. **Term of Agreement**

This agreement is effective December 6, 2022, through December 31, 2024, and may be renewed thereafter for 2 year intervals commencing January 1, 2025, by mutual written agreement of the parties hereto. This agreement may be terminated prior to the expiration date pursuant to section 15 below.

3. **Scope of Services**

Family Law Courthouse Facilitator: the Contractor shall provide the services specified in Attachment A, Statement of Work. Contractor shall perform such services at the Franklin County Courthouse from 8:30 a.m. - 10:00 a.m. (or until excused by the judicial officer) the day of the week on which Franklin County Superior Court schedules its domestic docket at the Franklin County Courthouse (currently on Mondays, occasionally on Wednesdays if Monday is a court holiday). The Contractor shall be in court and make his/her services available at the domestic docket each week until excused by the judicial officer. For each such domestic docket day, Contractor shall bill for the actual time spent providing services under this agreement. Contractor shall not bill for or provide any services at any other time or on any other day other than a domestic docket day as set forth above, unless this agreement is amended in writing.

Clerk Facilitator: Consistent with the Franklin County Clerk's schedule, the Contractor is to perform Clerk Facilitator services in Franklin County on Mondays (or Wednesday if Monday is a court holiday) from 10:00 a.m. until 3:00 p.m., depending on the demand for services. The Contractor is limited to providing the services to Franklin County up to 5 hours per week.

Contractor shall, whenever reasonably practical, obtain a written and signed disclaimer of attorney-client relationship, attorney-client confidentiality, and representation from each person utilizing the services of Contractor under this agreement. The disclaimer shall be in the format developed and approved by the Administrative Office of the Courts.

4. **Other Requirements**

Contractor Will:

- A. Provide services in the Franklin County Courthouse, or elsewhere, as necessary to meet indigent and disadvantaged citizen's access to the court.
- B. Schedule hours of work to be consistent with the requirements of pro se litigants and the Clerk's office.
- C. Maintain records of services provided by the Contractor as directed by the Clerk's Office.

5. **Qualifications**

The following qualifications are essential in the proper performance of the duties of the Family Law Facilitator and Clerk Facilitator:

REQUIRED EDUCATION AND EXPERIENCE

The Contractor must have and demonstrate the following education and experience:

- A. An associate's degree in paralegal studies or related area AND two years of progressively responsible general office, clerical, and/or secretarial experience in the field of law; OR four years of experience that provides the required skills, combination of education, training, and experience that provides the required skills, knowledge, and abilities needed to perform the essential duties of the job;
- B. Extensive experience working with and providing information to the public, with an emphasis in working with disadvantaged persons preferred;
- C. A complete understanding and working knowledge of family law forms and procedures;
- D. Familiarity with the Court's offices, the Revised Code of Washington (RCW), Washington State Court Rules, pattern forms for domestic matters, Benton and Franklin Local Court Rules, and the needs and issues involved in providing services to pro se litigants;
- E. Clerical and office management principles, procedures, functions, and practices; record keeping, and English composition and grammar;
- F. Computer key boarding skills and a working knowledge of a variety of office and court specific software, including but not limited to Excel, Microsoft Word, Designated Internet Sites, and Support Calc, or have the skills to learn specific computer programs;
- G. Math skills sufficient to be able to calculate figures and amounts such as discounts, interest, and child support payment levels.

REQUIRED ABILITIES

The Contractor must be capable in fulfilling the special needs of family law pro se litigants by meeting the following minimum requirements:

- A. Use tact, discretion, respect, and courtesy to communicate with pro se litigants of multi-cultural backgrounds and potentially limited ability to communicate to the court;
- B. Apply common sense understanding to meeting detailed written or oral instructions; appropriately deal with the problems involving expected variables in standardized situations;

- C. Be capable of reading, understanding, and having a thorough knowledge of RCW, Title 26 and the related court rules and procedures;
- D. Have the ability to listen attentively and communicate effectively, both orally, and in writing, in clear, concise language appropriate for the purpose and parties;
- E. Use tact, discretion, respect, and courtesy to gain the cooperation of others and establish and maintain effective working relationships and rapport with court and clerk personnel, volunteers, representatives of other agencies, and other diverse members of the public;
- F. Be attentive to detail, maintain a high degree of accuracy, and recognize, resolve, and correct discrepancies in data or information.
- G. Read, understand, interpret, and apply the appropriate legal terminology, instructions, procedures, and necessary non-legal requirements to the level needed by the pro se litigants;
- H. Maintain and sign a yearly confidentiality agreement as required by the Administrative Office of the Courts.

6. Special Requirements and Conditions

- A. The Contractor must submit to and successfully pass a background check according to Franklin County's criteria.
- B. Whenever reasonably practical, the Contractor must obtain a written and signed disclaimer of attorney-client relationship, attorney client confidentiality, and representation from each person utilizing the services of the Family Law Facilitator. The form is to be provided by the Clerk's office, and will be maintained by the Contractor for twelve months at which point the contractor shall shred them in the Clerk's office shred bin.
- C. The Contractor is not an employee of Franklin County and will not state nor imply the impression that the Contractor is a Franklin County employee.
- D. In relation to this agreement, the Contractor is not to perform any services not specified in this statement of work or unrelated to family case assistance to pro se litigants.
- E. The Contractor will not, by any means, represent or give the impression that the Contractor is acting as an attorney.
- F. Upon the Contractor's voluntary or involuntary termination from the Clerk's Family Law Facilitator Program, the Contractor will not be nor will Contractor represent to be a Family Law Facilitator providing services under RCW 26.12.240 or GR27.

7. Correspondence and Deliverables

Due to the nature of the services to be performed, the Contractor will be provided certain materials and the County provided facilities. Most of the forms the Contractor will be using are online or in an electronic database. The County will provide a computer, software access, a printer, and paper to enable the Contractor to provide the services in the most economical and cost effective manner for the pro se litigants. The computer is to remain the property of the County at all times and that the use of the County computer, software, and supplies shall be only for the performance of this agreement.

- A. Deliverables will include the designate reports and data specified by the County Clerk in the time and manner required.

- B. Correspondence and Reports will be on the Contractor's letterhead with the designation "Franklin County Law Facilitator" in the heading. Such letterhead may not include any terms or other indicia of an attorney at law or law firm. Court forms, schedules, and other documents will not be printed on Contractor's letterhead.
8. **Working Environment**
- The work is performed in the courtroom or in an office setting. It requires sitting for periods of time, moving between offices and courtrooms, and prolonged standing. There is a possibility of exposure to hostile and offensive language from parties involved in the litigation. Contractor accepts these conditions and warrants Contractor's ability to perform this contract with or without accommodation.
9. **Compensation**
- Franklin County shall compensate the Contractor at an hourly rate of \$75.00 per hour billed, subject to the daily hour limitation set forth above. Based on the maximum number of hours allowed under paragraph 3 above, total monthly compensation shall be no more than \$1,950.00 in any month that contains four domestic dockets and \$2,437.50 in any month that contains five domestic dockets at the Franklin County Public Safety Building or Courthouse. The Contractor shall submit a monthly invoice for services rendered to the Franklin County Clerk. Payment shall be made within three weeks of receipt of a valid invoice.
10. **Expenses**
- Contractor shall not charge the County for expenses incurred in providing the required services. To further the legislative mandate to improve access to and reduce the cost of the justice system for disadvantaged citizens in family law cases, the County will furnish the Contractor with a laptop computer and software approved by the respective counties to facilitate preparing and issuing completed family law forms. In addition, the Contractor is authorized to request and, upon approval from the Clerk of the Superior Court, receive general office supplies that the parties agree shall be necessary in implementing the day-to-day duties and obligations of the Contractor. Any additional expenses incurred by the Contractor that are not set forth above or agreed to, in writing, between the Contractor and Franklin County, shall be the sole responsibility of the Contractor.
11. **Compliance with Laws**
- The Contractor shall, in performing the services under this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations, applicable to the services to be performed and the Contractor's status as an independent contractor.

12. **Hold Harmless and Indemnification**

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors, or omissions in the performance of this agreement, PROVIDED, that THE CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees, or agents.

In any and all claims against the COUNTY, its officers, officials, employees, and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have under such laws. By executing this agreement, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, AGENTS, OR SUBCONTRACTORS.

13. **Insurance**

Professional Legal Liability or Errors and Omissions: The CONTRACTOR shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of no less than one hundred thousand dollars (\$100,000) per occurrence nor less than two hundred fifty thousand dollars (\$250,000) in the aggregate during the policy term and with a maximum deductible of not more than five thousand dollars (\$5,000.00).

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the agreement or within the scope of the CONTRACTOR'S services as defined by this agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the agreement.

Other Insurance Provisions: The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.

Where such coverage is required, the CONTRACTOR'S liability insurance shall name the COUNTY, its officers, officials, employees, and agents as additional insured's with respect to performance of services.

Where such coverage is required, the CONTRACTOR'S liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.

The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The CONTRACTOR shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion.

Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than "A-" with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) days after the effective date of the agreement. The certificate will, at a minimum, list limits of liability and coverage. CONTRACTOR shall not cancel or allow to expire said coverage, except on forty-five (45) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY as an additional insured of cancellation or changes shall be altered so as not to negate the intent of this provision.

The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured

provisions required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

Certificates of Insurance shall show the Certificate Holder as Franklin County and include "c/o" of the Franklin County Clerk. The address of the Certificate Holder shall be shown as the current address of the Clerk.

All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Risk Manager
Franklin County Prosecuting Attorney's Office
1016 North Fourth Avenue
Pasco, WA 99301

The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this agreement upon request of the Franklin County Risk Manager.

14. **Independent Contractor**

The Contractor agrees that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create an employer and employee relationship between the parties. The Contractor shall not be entitled to any benefits afforded Franklin County employees by performing the services required by this agreement. Franklin County shall not be responsible for withholding or otherwise deducting federal income tax or social security taxes, for contributing to the state industrial insurance program, or otherwise assuming the tax withholding duties of an employer with respect to the Contractor.

Notwithstanding, the Contractor will be allowed to use the title "Franklin County Court Facilitator" on business cards and letterhead followed by the term "Michelle Dolven, Contractor".

15. **Termination**

Contractor or Franklin County may terminate this agreement with or without cause by giving written notice of termination to the other party. Such termination shall be effective ten (10) days from the date of delivery of the notice to terminate.

16. **Assignment**

The Contractor shall not assign the performance of any of the services covered by this agreement.

17. **Non-Waiver**

Waiver by Franklin County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

18. **Integrated Agreement**

This agreement together with specified attachments represents the entire integrated agreement between Franklin County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both the Chair of the Franklin County Board of Commissioners, the Franklin County Clerk and the Contractor.

19. **Jurisdiction and Venue**

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Franklin County.

20. **Severability**

If a provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to such end the provisions of this agreement are declared to be severable.

21. **Non-Discrimination Policy**

The Contractor agrees to adhere to the non-discrimination policy of Franklin County and by signing this agreement, expresses an assurance of compliance with that policy.

IN WITNESS WHEREOF, the parties have executed this agreement effective the last date set forth below.


Michael J. Killian
Franklin County Clerk

CONTRACTOR


Michelle Dolven

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Clint Didier, Chairman

Rocky Mullen, Chair Pro Tem

Brad Peck, Commissioner

ATTEST BY:

Clerk of the Board

APPROVED AS TO FORM:

by: 
Civil Deputy Prosecuting Attorney

PERSONAL SERVICES AGREEMENT
PROVIDING FOR FAMILY LAW COURT FACILITATOR AND
CLERK FACILITATOR SERVICES FOR
FRANKLIN COUNTY SUPERIOR COURT CLERK

ATTACHMENT A--STATEMENT OF WORK

PROFESSIONAL SERVICES CONTRACT

SERVICES PROVIDED BY CONTRACTOR

Pursuant to paragraph 3 of the agreement, the CONTRACTOR, as Family Law Courthouse Facilitator, shall provide upon request the services authorized by GR 27 on behalf of pro se litigants in family law cases in Franklin County Superior Court, which include the following:

- a) Referral to legal and social services resources, including lawyer referral and alternate dispute referral programs and resources for obtaining family law forms and instructions;
- b) Assistance in calculating child support using standardized computer based programs based on financial information provided by the pro se litigants;
- c) Assistance in selection as well as distribution of forms and standardized instructions that have been approved by the court, Clerk's office or the Administrative Office of the Courts;
- d) Assistance in completing forms that have been approved by the court, clerk's office or the Administrative Office of the Courts;
- e) Explanation of legal terms;
- f) Provide information on basic court procedures and logistics including requirements for service, filing, scheduling hearings, and complying with local procedures;
- g) Review of completed forms to determine whether forms have been completely filled out but not as to substantive content with respect to the parties' legal rights and obligations;
- h) Previewing pro se documents prior to hearings for matters such as dissolution of marriage and show cause and temporary relief motions calendars under the direction of the Clerk or Court to determine whether procedural requirements have been complied with;
- i) Attendance at pro se hearings to assist the Court with pro se matters;
- j) Assistance with preparation of court orders under the direction of the Court;
- k) Preparation of pro se instruction packets under the direction of the Clerk of Superior Court and Administrative Office of the Courts when legislative and or court rule changes occur.

PERSONAL SERVICES AGREEMENT
PROVIDING FOR FAMILY LAW COURT FACILITATOR AND
CLERK FACILITATOR SERVICES FOR
FRANKLIN COUNTY SUPERIOR COURT CLERK