

**GRAYS HARBOR COUNTY SUPERIOR COURT CONTRACT  
FOR TITLE 26 RCW ATTORNEY GUARDIAN AD LITEM**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between, GRAYS HARBOR COUNTY, through the GRAYS HARBOR COUNTY SUPERIOR COURT, hereinafter referred to as the COURT, and \_\_\_\_\_, hereinafter referred to as the CONTRACTOR.

In consideration of the terms and conditions contained herein, the parties agree as follows:

I. QUALIFICATIONS

CONTRACTOR represents that he/she is qualified to perform the services set forth in this Contract in accordance with RCW 26.12.175, RCW 26.12.177, RCW 2.56.030(15), Washington State Guardian Ad Litem Rules (GALRs), Grays Harbor County Superior Court Local Guardian Ad Litem Rules (LGALRs), and such other relevant state and local statutes, rules, and regulations that govern the performance of the work addressed under this Contract.

CONTRACTOR represents that he/she has satisfactorily completed the mandatory statewide training for Title 26 RCW GALs approved by the Administrative Office of the Courts (AOC) and any additional training required by the COURT and that he/she has provided proof of same to the Grays Harbor Superior *Court Administrator/Guardian Ad Litem Program Manager*. CONTRACTOR further agrees to maintain, at his/her own expense, proof of satisfactory completion of on-going training as required by AOC and the Grays Harbor County Superior Court.

CONTRACTOR represents that he/she has no founded allegations of abuse or neglect as defined in RCW 26.44.020.

CONTRACTOR represents that he/she has provided the Grays Harbor Superior *Court Administrator/Guardian Ad Litem Program Manager* with a current background check through the Washington State Patrol criminal identification system and that he/she has no disqualifying criminal history involving convictions for felonies or misdemeanors involving dishonesty, chemical or alcohol dependence, assaultive conduct, domestic violence, or stalking. CONTRACTOR agrees that the determination of whether an item that appears in the CONTRACTOR's criminal history is one that disqualifies the CONTRACTOR shall be at the sole discretion of the Court and the Grays Harbor Superior *Court Administrator/Guardian Ad Litem Program Manager*.

CONTRACTOR represents that he/she holds a license to practice law in the state of Washington and is a member in good standing of the Washington State Bar Association

## II. SERVICES

CONTRACTOR agrees to provide professional services as a Title 26 RCW Guardian ad Litem (GAL) in family law matters following appointment by the COURT.

CONTRACTOR agrees to perform the services set forth under and in accordance with the Washington State Guardian Ad Litem Rules (GALRs), the Grays Harbor County Superior Court Local Guardian Ad Litem Rules (LGALRs), and the written criteria and expectations of the COURT that have been or will be provided to CONTRACTOR as part of the local mandatory training program for Title 26 RCW GALs in Grays Harbor County – all of which are incorporated herein by reference. A non-exclusive scope of duties is attached hereto as Exhibit A.

CONTRACTOR agrees to provide his/her own workspace, labor and materials unless otherwise provided for in this Contract. CONTRACTOR understands and agrees that the Court is under no obligation to provide CONTRACTOR with any material, labor, facilities, or workspace under this Contract.

CONTRACTOR agrees that this Contract does not make him/her a County employee. CONTRACTOR's services under this Contract shall be as an independent CONTRACTOR in accordance with applicable IRS regulations. It shall be the responsibility of CONTRACTOR to comply with and be solely liable for any tax obligation arising from the performance of services under this Contract.

CONTRACTOR agrees to comply with all applicable local, state, and federal laws, rules, regulations, and ordinances and shall not discriminate in delivery of services or other activities under this Contract on grounds of race, color, creed, ethnicity, religion, national origin, age, gender, marital status, veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability.

## III. DURATION OF CONTRACT

The term of this Contract shall be for a period of two (2) years to commence on January 1, 2019 and running through December 31, 2020. There is no provision for automatic renewal of this Contract.

## IV. PAYMENT

The COURT agrees to pay to CONTRACTOR the sum of \$1,000 per month for a period of twenty-four (24) months for services rendered as a Title 26 RCW Guardian Ad Litem in cases in which the Court has made a finding under RCW 26.12.175(1)(d) that one or more of the parties are indigent or are otherwise unable to pay the private rate for the costs of a guardian ad litem. The total value of this contract is \$24,000 (\$12,000 annually) and is subject to the following:

- A. The total number of appointments applicable to this contract shall not exceed sixteen (16) annually and/or thirty-two (32) for the contract period;
- B. For purposes of this contract, each appointment shall consist of performing the services listed in Exhibit A: Scope of Duties and shall include the time for submittal of a written guardian ad litem report unless such written report is waived by the Court;
- C. The submittal of the written report would terminate the duties and services of the GAL unless the Court directs otherwise; at which time the Court will assign additional unit compensation (i.e. whether the GAL is given credit for an additional half case or whole case);
- D. For appointments requiring additional time or for costs to be incurred, an order authorizing same must be entered prior to CONTRACTOR incurring additional time or costs. The order shall specifically indicate how much additional time and how much in costs is authorized, and whether or not the additional time shall be counted as another appointment or partial appointment or shall be paid outside of this contract. All costs authorized shall be paid separate from this contract and shall not be counted against the contract value;
- E. CONTRACTOR shall document all time and costs accruing during an appointment and submit the detailed records for same periodically upon request of the court and within thirty days of discharge;
- F. For cases pending at the end of the Contract term, CONTRACTOR shall not be entitled to any additional remuneration other than as provided for herein nor to such cases being counted as part of any subsequent contract. CONTRACTOR shall remain on such cases until an order discharging the guardian ad litem has been entered;
- G. In the event CONTRACTOR cannot be present for a hearing, he/she shall notify the parties and the court a reasonable time in advance of the hearing AND either obtain an order excusing him/her from the hearing or arrange for coverage by another qualified guardian ad litem on the Title 26 RCW GAL Registry in Grays Harbor County; and
- H. Appointments that are made outside of this contract for private pay cases, for cases under statutes other than Title 26 RCW, or as otherwise provided in court orders shall not be counted as part of the thirty-two (32) cases covered by this contract.
- I. In the event that the Court needs to appoint more cases than specifically set forth in this contract, the Court will pay \$750 for each additional case during a contract period.

COUNTY agrees to mail to CONTRACTOR a check once a month for payment on this contract. Payment to CONTRACTOR for services rendered under this contract shall be based upon information provided by CONTRACTOR and supported by appropriate documentation as required.

CONTRACTOR shall be required to keep track of the number of appointments and case status for submittal to the Grays Harbor County *Court Administrator/Guardian Ad Litem Program Manager* no later than the Monday following the end of each calendar quarter.

CONTRACTOR acknowledges that he/she is not an employee of Grays Harbor County and is not entitled to any County benefits including but not necessarily limited to vacation pay, holiday pay, sick leave pay, medical insurance, dental insurance, or other insurance benefits, retirement plans, fringe benefits, or any other rights or privileges afforded to employees of Grays Harbor County.

V. INSURANCE and HOLD HARMLESS

All services performed under this Contract shall be performed entirely at CONTRACTOR's own risk and CONTRACTOR expressly agrees to hold harmless and indemnify Grays Harbor County and the Grays Harbor County Superior Court, and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage, including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damage to any and all persons, property, costs, or judgments against Grays Harbor County or the Grays Harbor County Superior Court, which result from, arise out of, or are in any way connected with the services to be performed by CONTRACTOR under this Contract.

In any and all claims against the County, its officers, officials, employees, or agents by CONTRACTOR or any of its employees 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 under Worker's Compensation acts, disability benefit acts, or other employee benefits acts. It is agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity CONTRACTOR might have had under Title 51 RCW. **By executing this Contract, CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties hereto.**

CONTRACTOR shall maintain a policy of liability insurance as follows: CONTRACTOR shall maintain Professional Liability Insurance subject to limits of not less than \$100,000 per occurrence, \$300,000 annual aggregate.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of CONTRACTOR's services as defined in this contract and shall not exclude bodily injury or property damage or hazards related to the work rendered as part of this contract.

CONTRACTOR shall maintain such other insurance as may be required in the State of Washington for workers' compensation insurance, automobile liability insurance, and commercial general liability insurance covering his/her place of business that provides coverage for bodily injury, personal injury, and property damage with a general aggregate limit of not less than \$500,000. CONTRACTOR shall provide, on demand, proof of such coverage to the Grays Harbor Superior *Court Administrator/Guardian Ad Litem Program Manager* and any

cancellation notices and reinstatement notices within five business days following receipt by CONTRACTOR.

#### VI. ASSIGNMENT, DELEGATION, and SUBCONTRACTING

The obligations and duties of CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COURT. CONTRACTOR shall perform the terms of the Contract either personally or with the assistance of its bona fide employees or agents. CONTRACTOR warrants that it has not nor will it agree to pay any company, person, partnership, firm, or other entity except for bona fide employees working exclusively for CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### VII. RECORDS and INSPECTIONS

CONTRACTOR agrees to maintain full and accurate records with respect to all matters covered under this Contract and to provide COURT with free access at all proper times to such records and the right to examine and audit the same and to make copies and to inspect all program data and documents. CONTRACTOR agrees to keep all records required by this Contract in a retrievable format reflecting a true and accurate copy of all documents for a period of six (6) years after termination of this Contract for audit purposes.

#### VIII. MODIFICATIONS

Any and all modifications, including extension of this Contract, shall be mutually agreed upon and incorporated by written amendments to this Contract as signed by the Presiding Judge of the COURT or designee and the CONTRACTOR.

#### IX. TERMINATION

This Contract may be terminated in whole or in part whenever the COURT determines in its sole discretion that such termination is in the best interests of the COURT. Such termination shall occur by COURT providing CONTRACTOR with thirty (30) days' written notice. In the event of a terminating event, the COURT shall pay CONTRACTOR for all fees and costs incurred by CONTRACTOR in performing this Contract up to the date of said written notice.

In the event that funding for this Contract is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COURT may summarily terminate this Contract notwithstanding any other termination provision herein. Termination pursuant to this paragraph shall be effective upon the date specified in the written notice of termination sent by the COURT to the CONTRACTOR. After said effective date, no charges incurred under this Contract will be allowed. Payment for outstanding charges owed to CONTRACTOR will be made by the COURT upon approval of a final statement identifying all such outstanding charges from CONTRACTOR.

CONTRACTOR may terminate this Contract, for good cause, upon giving thirty (30) days' written notice to the COURT. The COURT will determine what constitutes good cause.

X. JURISDICTION and VENUE

All actions brought to enforce or interpret this Contract shall be in the Superior Court of Washington in and for Grays Harbor County, Washington.

XI. SEVERABILITY

If any part, term, or provision of this Contract is held to be illegal or unenforceable, the validity and enforceability of the remaining provision shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

XII. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

CONTRACTOR

GRAYS HARBOR COUNTY SUPERIOR COURT

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Presiding Judge/Court Administrator/  
Guardian Ad Litem Program Manager

BOARD OF COMMISSIONERS GRAYS HARBOR COUNTY

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board