

**THURSTON COUNTY SUPERIOR COURT
REQUEST FOR PROPOSALS**

I. GENERAL INFORMATION.

- A. **Purpose.** This request for proposal (RFP) is to contract from October 15, 2021-December 31, 2023, with up to two (2) renewals of one (1) year at the discretion of the Superior Court Administrator, for legal representation of parents and minors at all stages of the RCW 11.130 proceedings. This includes:
- a. Attorney for Parents in RCW 11.130 Minor Guardianship Custody Actions;
 - b. Attorney for Minors in RCW 11.130 Minor Guardianship Custody Actions; and/or
 - c. Attorney for Adults in RCW 11.130 Guardianship of Adult Actions.
- B. **Who May Respond.** Attorneys and law firms including such attorneys, who are currently licensed to practice law in Washington State and maintain an office in Thurston County, Washington. Law firms and/or attorneys must provide proof of liability insurance of at least \$1,000,000 per claim, or willingness to obtain the same. Proposals from minority, women and disadvantaged business enterprises are encouraged.
- C. **Instructions on Proposal Submission.**
- a. **Closing Submission Date.** Proposals must be submitted no later than 5:00 p.m. on October 1, 2021 at 5:00 p.m. Proposals received late will not be considered.
 - b. **Inquires.** Inquires concerning this RFP should be e-mailed to Georgia Christian georgia.christian@co.thurston.wa.us and Edith VanderWal edith.vanderwal@co.thurston.wa.us.
- D. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding o this RFP will be the responsibility of the Offeror and will not be reimbursed by Thurston County Superior Court (TCSC).
- E. **Nondiscrimination.** Thurston County hereby notifies all proposers that it will affirmatively ensure that all will be afforded full opportunity to submit a proposal in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability.
- F. **Instructions to Prospective Contractors.** Your proposal should be addressed as follows:

Thurston County Superior Court
2000 Lakeridge Dr. SW, Bldg. 2

Olympia, WA 98502
Attn: Georgia Christian georgia.christian@co.thurston.wa.us

It is important that the Offeror's proposal be submitted in a sealed opaque envelope or package, clearly marked in the upper left corner with the words:

"Request for Proposal"
5:00 p.m. October 1, 2021
SEALED PROPOSAL FOR LEGAL SERVICES

Failure to do so may result in the premature disclosure of your proposal. It is the responsibility of the Offeror to ensure that the proposal is received by TCSC, by the date and time specified above. Late proposals will not be considered. Thurston County is committed to ensuring that all people have equal access, to request an ADA accommodation please contact Georgia Christian by email at georgia.christian@co.thurston.wa.us.

- G. **Limitations/ Right to Reject.** This RFP does not commit Thurston County to award a contract, to pay any costs incurred in the preparation of a response to this RFP or for interviews if they are held, or to procure or contract for services or supplies. Thurston County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Thurston County.
- H. **Award of Contract.** The Court will enter into negotiations for a contract with the highest ranked proposer. If negotiations fail for any reason, the services may be obtained from the next highest evaluated proposer or the Court may terminate negotiations with all proposers. The Court may enter into a contract with more than one proposer to meet the caseload need.
- I. **Notification of Award.** It is expected that a decision selecting the successful attorney/firm will be made within four (4) weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful attorney/firm, all offers submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful consultant. The contract award will not be final until the County and prospective contractor have executed a contract. The contract to be awarded will be in substantially the form attached hereto as Attachment A.
- II. **SCOPE OF SERVICES.** The Offeror shall be readily available to perform the following legal services, as request by Thurston County Superior Court or Court Administration:

The following description of counsel's responsibilities and actions is presented as an outline of what constitutes thorough and professional representation. An individual case may not require all of the activities enumerated. Underlying each activity is the expectation that the attorney will possess knowledge and understanding of current statutes, rules of court, relevant case law, and the policies inherent within them.

- a. Maintain ongoing client contact and timely inform the parent of any upcoming motions or other activity within the legal case.
 - b. Provide legal representation at all stages of the proceeding, including attending and participating in all scheduled hearings.
 - c. Conduct legal research as needed.
 - d. File pleadings, including petitions, motions, responses, or objections, as necessary to represent the client.
 - e. Initiate and respond to discovery requested as required or necessary.
 - f. Present and cross-examine witnesses, offer exhibits, and provide independent evidence as appropriate.
 - g. Prepare and submit briefs or other appropriate pleadings prior to contested hearings.
 - h. Initiate and participate in settlement negotiations to seek an expeditious resolution of the case, avoiding continuances and delays.
 - i. Attempt to settle any contested issues by initiating and participating in settlement negotiations, including mediation.
 - j. Be prepared to endorse, challenge, and amplify any reports submitted to the court.
 - k. Ensure that the record reflects objections, reasoning, waivers, and the evidence upon which the court relies, and that it preserves issues for appeal.
1. Attorney Registry. When the Court needs an Attorney, Thurston County Superior Court Administration will appoint an attorney based on a rotating system.
 2. Case Assignment and Control. The Attorney must provide a copy of any order of appointment or withdrawal to the Superior Court budget and finance division.
 3. Billing. Offeror shall be prepared to submit detailed billing statements for all services billed at an hourly rate, broken down into time increments of no more than a quarter hour. Offeror shall also include summaries of work performed and time spent on services performed under the flat monthly fee, as discussed below.
- III. **Proposal Contents**. The Offeror, in its proposal, shall, as a minimum include the following:

- a. **Legal Experience.** The Offeror should describe its legal experience, including the names, addresses, contact persons, and telephone numbers of at least three clients, preferably including clients. Experience should include the following categories:
 - i. Experience advising and representing youth or adults in third party custody cases.
 - ii. Experience advising and representing youth or adults in Uniform Guardianship cases.
 - iii. Any other relevant experience.

- b. **Organization, size, structure and areas of practice.** If the Offeror is a firm, its should describe its organization, size, structure, areas of practice, and office location(s). Indicate, if appropriate, if the firm is a small or minority/ owned business. Also include a copy of Equal Opportunity/Affirmative Action Policy, if the firm has one.

- c. **Attorney Qualifications.** The Offeror should have experience in the following areas: STATE THEM. The Offeror should describe the qualifications of attorneys to be assigned to the representative. Descriptions should include:
 - i. Professional and educational background of each attorney proposed to conduct the legal representation.
 - ii. If in a firm, overall supervision to be exercised.
 - iii. Prior experience of the individual attorney(s) with respect to the required experience listed above. Only include resumes of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered.

- d. **Price.** The Offeror's proposed price should include information on the hourly billing rates of each attorney or other legal staff who is expected to work on this representation and charges for expenses, if any, such as legal research, copies, and faxes. TCSC reserves the right to negotiate with the Offeror on the structure of the billing and/or retainer fee.

Answer each item fully, completely and concisely. Unanswered or incomplete responses may disqualify the proposal from further consideration.

Submissions will not be returned. All proposals submitted become the property of Thurston County.

IV. Proposal Evaluation.

- a. **Submission of Proposals.** All proposals shall include an original and two (2) copies.
- b. **Evaluation Procedure and Criteria.** TCSC Administrator and all appropriate staff will review proposals and make recommendations to the Board of Judges for final approval. The Chief Judge and appropriate staff

may request meeting with some of the qualified Offerors prior to final selection. Proposals will be reviewed in accordance with the following criteria:

- i. Legal Experience of the individual(s) identified to provide legal representation
- ii. Experience with guardianship and/or third party custody cases
- iii. Pricing
- iv. Interviews, if conducted

V. General Conditions.

- a. **Laws, Ordinances, Permits and Licenses.** The contractor will comply with all local, state and federal ordinances, laws and regulations, and is solely responsible to secure any and all applicable permits, licenses, certifications or permissions necessary.
- b. **Authorship.** Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.
- c. **Designated Employees.** The employees who will perform the services on behalf of the Contractor shall be designated by the Contractor. No other individuals shall perform the services required by this Agreement without the express permission of Thurston County. Thurston County may require the removal of any employee from performing services under a contract with the County and the Contractor shall replace such employee upon demand by the County.
- d. **Subcontracting.** No activities or services included as part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Thurston County. Such intent to subcontract should be clearly identified in the proposal. The Contractor is responsible for the satisfactory performance of services or activities by any subcontractor.
- e. **Method of Payment.** The method of payment will be at the County's sole discretion using any of the following methods:
 - a) By warrant (check);
 - b) The County's credit card;
 - c) Automated Clearing House (ACH);
 - d) Electronic Payment.

SAMPLE CONTRACT
ATTACHMENT A

PROFESSIONAL LEGAL SERVICES CONTRACT

THURSTON COUNTY SUPERIOR COURT

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY, SUPERIOR COURT**, at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter “**COURT**,” and, _____ hereinafter “**CONTRACTOR**.”

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on October 15, 2021 and shall terminate on December 31, 2023. Unless terminated as provided herein, the term of this Contract may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the Administrator by written notice to the Contractor. PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

- a. The purpose of this agreement is to provide indigent representation services for parents in Minor Guardianship actions pursuant to RCW 11.130. The scope of services is as defined in Exhibit A attached hereto and by this reference made a part hereof.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COURT.
- c. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- d. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COURT. At the COURT’S request, the CONTRACTOR shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COURT

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COURT shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR’S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR’S services.

c. Services documents, or other information identified in Exhibit A.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

b. For COURT:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

5. COMPENSATION

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit A, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COURT to the CONTRACTOR under this Contract shall not exceed \$(AMOUNT TO BE DETERMINED) a calendar year.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COURT shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COURT.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COURT, then the COURT may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. SAFEGUARDING CONFIDENTIAL INFORMATION

a. Confidential Information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. CONTRACTOR shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the performance of the services, except:

(1) As provided by law; or,

(2) In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access, use, disclosure, modification or loss of Confidential Information. This duty requires the CONTRACTOR to employ reasonable security measures, which includes, but is not limited to, restricting access to the Confidential Information by: (1) allowing access only to staff that have an authorized business requirement to view the Confidential Information; (2) physically securing any computers, documents, or other media containing the Confidential Information, including storing Confidential Information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours; and (3) protecting Confidential Information in a manner which prevents unauthorized persons from retrieving the Confidential Information by means of computer, remote terminal or other means. The COUNTY reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used or acquired by the CONTRACTOR through this Contract. To the extent allowed by law, the CONTRACTOR shall certify the return or destruction of all Confidential Information upon expiration of this Contract.

c. Contractor shall report to COUNTY, either orally or in writing, any data compromise involving Confidential Information collected, used, or acquired in connection with this Contract, or circumstances that could have resulted in unauthorized access to or disclosure or use of Confidential Information, including any reasonable belief that an unauthorized individual has accessed Confidential Information, immediately upon discovery, but in no event more than one business day after Contractor discovered the issue. Oral reports by Contractor will be reduced to writing and supplied to the COUNTY as soon as reasonably practicable, but in no event more than forty-eight (48) hours after the oral report.

d. Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of Confidential Information.

e. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provide under this Contract.

f. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.

g. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

h. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, drivers license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR §160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW, 42 USC §§1320 et seq., 42 CFR Part 2, Chapters 70.02, 70.24, 70.96A and 71.05 RCW or other state and federal statutes and regulations governing confidentiality or disclosure.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COURT.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COURT.

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend Thurston County, Thurston County Superior Court, and their officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including 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 or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of Thurston County, Thurston County Superior Court, or their officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against Thurston County, Thurston County Superior Court, or their 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 Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, 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.

c. 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.

9. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if CONTRACTOR is a licensed professional, 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 not less than \$1,000,000 per loss with a \$300,000 aggregate limit.

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 Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$NA per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$NA.

i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.

iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.

iv. 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, or otherwise maintain the coverage for the three-year period.

v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Automobile Liability insurance with a limit of not less than \$100,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles. In addition, the CONTRACTOR shall not provide transportation for any clients assigned to them under this Contract.

e. Other Insurance Provisions:

i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering Thurston County, Thurston County Superior Court, their elected and appointed officers, officials, employees and agents.

- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided.
- iii. 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.
- iv. The CONTRACTOR shall include all subcontractors as insureds 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.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. 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.

f. **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.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
2000 Lakeridge Drive S.W.
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance

contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. **TERMINATION**

a. The COURT may terminate this Contract for convenience in whole or in part whenever the COURT determines, in its sole discretion, that such termination is in the best interests of the COURT. The COURT may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COURT shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project 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 of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COURT, the COURT may terminate this Contract, in which case the COURT shall pay the CONTRACTOR only for the costs of services accepted by the COURT, in accordance with Section 5 of this Contract. Upon such termination, the COURT, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COURT in completing the work and all damage sustained by the COURT by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

11. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the 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.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee 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.

12. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. **INDEPENDENT CONTRACTOR**

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COURT. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COURT.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COURT'S contract representative or designee.

14. **COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

15. **INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

16. **GENERAL RULE 31.1.**

This Contract and all public records associated with this Contract shall be available from the County for inspection and copying by the public where required by General Rule 31.1. To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under GR 31.1, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under GR 31.1 to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by GR 31.1 or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b)

of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under GR 31.1. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

17. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

18. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

19. DISPUTES

Differences between the CONTRACTOR and the COURT, arising under and by virtue of this Contract, shall be brought to the attention of the COURT at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COURT’S Contract representative or designee. All rulings, orders, instructions and decisions of the COURT’S contract representative shall be final and conclusive, subject to the CONTRACTOR’S right to seek judicial relief pursuant to Section 20.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

21. **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the COURT determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COURT may, in its sole discretion, terminate this Contract.

22. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 8.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR: Thurston County, Washington

Firm: _____ By: _____

By: _____ Title: Court Administrator

Signature: _____
(Authorized Representative)

Date _____ Date _____

Title: _____

Address: _____

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT THURSTON COUNTY SUPERIOR COURT

SCOPE OF SERVICES and COMPENSATION

SCOPE OF SERVICES

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed, and in accordance with the Rules of Professional Conduct. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

1. Services. The following description of counsel's responsibilities and actions is presented as an outline of what constitutes thorough and professional representation. An individual case may not require all of the activities enumerated. Underlying each activity is the expectation that the attorney will possess knowledge and understanding of current statutes, rules of court, relevant case law, and the policies inherent within them.
 - i. Maintain ongoing client contact and timely inform the parent of any upcoming motions or other activity within the legal case.
 - ii. Provide legal representation at all stages of the proceeding, including attending and participating in all scheduled hearings.
 - iii. Conduct legal research as needed.
 - iv. File pleadings, including petitions, motions, responses, or objections, as necessary to represent the client.
 - v. Initiate and respond to discovery requested as required or necessary.
 - vi. Present and cross-examine witnesses, offer exhibits, and provide independent evidence as appropriate.
 - vii. Prepare and submit briefs or other appropriate pleadings prior to contested hearings.
 - viii. Initiate and participate in settlement negotiations to seek an expeditious resolution of the case, avoiding continuances and delays.
 - ix. Attempt to settle any contested issues by initiating and participating in settlement negotiations, including mediation.
 - x. Be prepared to endorse, challenge, and amplify any reports submitted to the court.
 - xi. Ensure that the record reflects objections, reasoning, waivers, and the evidence upon which the court relies, and that it preserves issues for appeal.

4. Attorney Registry. When the Court needs an Attorney, Thurston County Superior Court Administration will appoint an attorney based on a rotating system.

5. Case Assignment and Control. The Attorney must provide a copy of any order of appointment or withdrawal to the Superior Court budget and finance division.

COMPENSATION

1. Invoices. The Attorney shall submit to the Court properly executed invoices indicating Superior Court case numbers for each cases to which the Attorney has been appointed, the total number of service hours per case, and the amount due in accordance with the rate set out below. Invoices shall be submitted no later than ten working days after the month in which the work was performed.
2. Case Fees. The Attorney shall be paid at the rate of (Amount to be determined) per hour for services provided under this contract, with an initial maximum of fifteen (15) hours per case. No payment for additional hours shall be made over without pre-approval by the Chief Judge at Family and Juvenile Court or their designee.
3. Procedure for Requesting Excess Fees. The Attorney must seek approval for extension of fees by submitting to the Chief Judge at Family and Juvenile Court or their Designee a Motion and Proposed Order for Excess Fees. The motion for excess fees shall be supported by a declaration outlining: (i) the need for excess fees; (ii) the scope of services to be provided; and (iii) the estimated date upon which the service will be completed.