

**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. 2017-243

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	SL	6/27/2017	<div style="text-align: center;"> RECEIVED   AUG 01 2017   WHATCOM COUNTY  COUNCIL </div>	8/8/17	Finance/Council
Division Head:					
Dept. Head:					
Prosecutor:	KNF	6/30/2017			
Purchasing/Budget:	MDC	6/29/17			
Executive: <i>TVS</i>		8.1.17			

**TITLE OF DOCUMENT:***Contract for 2017-2020 Children's Representation in Dependency Proceedings***ATTACHMENTS:***Contract for service between Whatcom County and Scott Mawson, Margaret Mawson, Geraldine Coleman, and Penny Henderson in children's dependency representation cases.*

SEPA review required? ( ) Yes ( X ) NO

SEPA review completed? ( ) Yes ( X ) NO

Should Clerk schedule a hearing? ( ) Yes ( X ) NO

Requested Date:

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Whatcom County Superior Court provides legal representation for all children involved in dependency proceedings, with the exception of youth who have been legally free for adoption for more than six months.

**COMMITTEE ACTION:****COUNCIL ACTION:**

Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).

WHATCOM COUNTY  
SUPERIOR COURT  
ADMINISTRATION  
311 Grand Avenue # 301  
Bellingham, WA 98225



DAVID REYNOLDS  
Director

RECEIVED

JUL 20 2017

**MEMORANDUM**

JACK LOUWS  
COUNTY EXECUTIVE

**TO:** Jack Louws, County Executive

**FROM:** David Reynolds, Director

**RE:** Contract for 2017-20 Children's Representation in Dependency Proceedings.

**DATE:** June 26, 2017

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Enclosed are two (2) originals of the contract for children's dependency representation for Scott and Margaret Mawson, Geraldine Coleman, and Penny Henderson, who will take overflow cases when caseload limits are met.

▪ **Background and Purpose**

Whatcom County Superior Court provides legal representation for all children involved in dependency proceedings, with the exception of youth who have been legally free for adoption for more than six months.

**Funding Amount and Source**

Funding is through current expense and an approved expenditure in the 2017-18 budgets.

▪ **Differences from Previous Contract**

Contract now provides for a full time caseload as dependency cases have continued to increase significantly. Ms. Henderson will handle cases beyond the caseload standards established by the Office of Public Defense. There is a slight vendor rate increase in cost per cases as well. The previous rate had been frozen for several years.

Please contact me at extension 5495 if you have any questions or concerns regarding the terms of this agreement,

Encl.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201707019

Originating Department:	Superior Court Administration
Division/Program: (i.e. Dept. Division and Program)	Juvenile Court
Contract or Grant Administrator:	David Reynolds, Director
Contractor's / Agency Name:	Geraldine Coleman, Scott Mawson, Margaret Mawson, and Penny Henderson

Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes ☐    No ☐  
 Yes ☒    No ☐    If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval?    Yes ☒    No ☐    If No, include WCC: \_\_\_\_\_  
 (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?    Yes ☐    No ☒    If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded?    Yes ☐    No ☒    If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process?    Contract \_\_\_\_\_  
 Yes ☒    No ☐    If yes, RFP and Bid number(s): 17-43    Cost Center: \_\_\_\_\_

Is this agreement excluded from E-Verify?    No ☐    Yes ☒    If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>103,996.80 (each year)</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>103,996.80 (each year)</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: Attorneys will provide legal representation to children in dependency proceedings.

Term of Contract:    3 years	Expiration Date:    June 30, 2020
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Contract Routing:	1. Prepared by: <u>Stephanie Lewis</u>	Date: <u>6/27/2017</u>
	2. Attorney signoff: <u>KNF</u>	Date: <u>6/30/2017</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>6/29/17</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>[Signature]</u>	Date: <u>7/3/17</u>
	6. Submitted to Exec.: _____	Date: <u>7-20-17</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

201707019

**CONTRACT FOR SERVICES AGREEMENT  
SCOTT AND MARGARET MAWSON, GERALDINE COLEMAN,  
AND PENNY HENDERSON**

SCOTT MAWSON, MARGARET MAWSON, GERALDINE COLEMAN, PENNY HENDERSON, hereinafter called **Contractors**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 4 to 9,  
Exhibit A (Scope of Work), pp. 10 to 10,  
Exhibit B (Compensation), pp. 11 to 11,  
Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1 day of July, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2018 regardless of the date of signatures. The contract shall automatically be renewed on a year to year basis for two (2) additional years unless either party services written notice upon the other party of it's intention to cancel at least 30 days in advance of the termination of the first year or during any yearly renewal period thereof. In no event will this agreement be renewed more than two times and the maximum life of this agreement is three (3) years.

The general purpose or objective of this Agreement is more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The Contractor attorneys certify he/she is qualified to perform the services indicated in the Contractor's bid proposal, said qualifications being those for the type of case identified in the Washington Defender Association Standard Fourteen Qualifications of Attorneys

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 21.1, 30.1, 31.2, 32.1, 34.2, are fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3 day of July, 20 17.

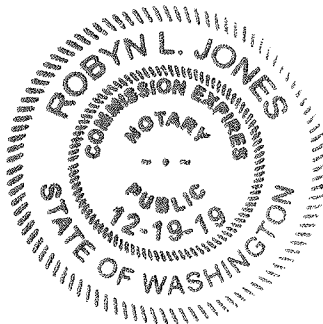
CONTRACTORS:

SCOTT MAWSON

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this 3rd day of July, 20 17, before me personally appeared SCOTT MAWSON, to me known to be an Attorney At Law, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Robyn L. Jones  
NOTARY PUBLIC in and for the State of Washington, residing at  
Bellingham. My commission expires 12-19-19.



7m  
MARGARET MAWSON

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF WHATCOM )

On this 3<sup>rd</sup> day of July, 20 17, before me personally appeared MARGARET MAWSON, to me known to be an Attorney At Law, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Robyn L. Jones  
NOTARY PUBLIC in and for the State of Washington, residing at  
Bellingham. My commission expires 12-19-19.

Geraldine Coleman  
GERALDINE COLEMAN

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF WHATCOM )

On this 5<sup>th</sup> day of July, 20 17, before me personally appeared GERALDINE COLEMAN, to me known to be an Attorney At Law, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Robyn L. Jones  
NOTARY PUBLIC in and for the State of Washington, residing at  
Bellingham. My commission expires 12-19-19.

Penny Henderson  
PENNY HENDERSON


STATE OF WASHINGTON )  
 )ss.  
COUNTY OF WHATCOM )

On this 5<sup>th</sup> day of July, 20 17, before me personally appeared PENNY HENDERSON, to me known to be an Attorney At Law, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.


Robyn L. Jones  
NOTARY PUBLIC in and for the State of Washington, residing at  
Bellingham. My commission expires 12-19-19.



WHATCOM COUNTY:  
Recommended for Approval:

 7.6.17  
Department Director Date

Approved as to form:

 7/20/17  
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws , Whatcom County Executive

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared Jack Louws , to me known to be the Executive of Whatcom County,  
who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at  
\_\_\_\_\_. My commission expires \_\_\_\_\_.

## GENERAL CONDITIONS

### *Series 00-09: Provisions Related to Scope and Nature of Services*

#### 0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### *Series 10-19: Provisions Related to Term and Termination*

#### 10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three years.

#### 10.3 Uncompleted Cases:

In the event the Independent Contractor is assigned clients under this agreement whose cases are incomplete at the termination of this agreement, the Independent Contractor agrees to continue representation of any such client beyond the termination of this agreement and the County agrees to pay the independent contractor for such services under the terms and conditions stated herein, except, however, that the Independent Contractor expressly reserved the right to renegotiate the hourly rate of reimbursement for any services rendered after the termination of this agreement involving any cases referred to the Independent Contractor during the term of this agreement. It is agreed and understood that this reservation of the right to negotiate the rate of reimbursement for services rendered after the termination of this agreement shall in no manner be constructed to lessen or diminish the quality of representation or diligence with which the Independent Contractors performs services for those clients or in those cases which may be the subject of such renegotiation while any such negotiations may be in progress. If the Independent Contractor and Whatcom County are unable to agree to a new rate of payment, the rate of payment shall be set by the Presiding Judge of the Whatcom County Superior Court.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement. And prior to its normal completion, the County may summarily terminated this Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. IF the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminated this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of

anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

#### ***Series 20-29: Provisions Related to Consideration and Payments***

##### **20.1 Accounting and Payment for Contractor Services:**

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

##### **21.1 Taxes:**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

##### **22.1 Withholding Payment:**

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

##### **23.1 Labor Standards:**

The Contractor agrees to comply with state and federal requirements, as applicable, pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

#### ***Series 30-39: Provisions Related to Administration of Agreement***

##### **30.1 Independent Contractor:**

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

30.4 Licensing:

The contractor agrees that he or she will remain licensed to practice law in the State of Washington and abide by the Code of Professional Responsibility during the term of the contract.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage--\$500,000.00 per occurrence

General Liability & Property Damage for bodily injury--\$1,000,000.00 per occurrence

A certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

In addition, the Contractor shall carry professional liability insurance for the duration of this agreement in the amount of \$300,000.00 per occurrence. If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

David Reynolds, Director  
Whatcom County Superior Court Administration  
311 Grand Avenue # 301  
Bellingham, WA 98225

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

***Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes***

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims: Not applicable

c. Detailed Claim: Not applicable

d. Arbitration: Not applicable

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3 , 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"  
Services

- Contractor agrees to provide professional legal services in performing all Superior Court representation of children involved in dependency proceedings, but not subject to representation pursuant to Senate Bill 6126.
- Contractor shall provide effective legal representation of an assigned client from the date of notice of assignment through all stages of the case to ultimate disposition.
- Contractor must have personal contact with the client and must maintain regular contact during the course of representation.
- Contractor must provide direct representation to clients.
- Contractor must maintain a secure and private office accessible to clients where mail is received and process is served and confidentiality preserved. The Contractor must maintain a phone with answering service or equipment so they are accessible to clients.
- In the event the contractor believes they cannot represent the child, the contractor shall by bringing specific situations before the court on a motion to withdraw.

Ms. Coleman's caseload is 32 youth

Scott and Margaret Mawson's combined caseload is 48 youth.

Penny Henderson shall carry overflow and conflict cases as needed.

EXHIBIT " B"  
Consideration

In consideration for the services described in "Exhibit "A ", the County agrees to pay to the order of the individual Contractor's law firm performing such services as follows:

Ms. Coleman shall be paid \$3,466.56 per month for representation of a caseload up to 32 youth.

Scott and Margaret Mawson shall be paid \$ 5,199.84 per month for representation of a caseload up to 48 youth.

| Overflow or conflict cases shall be paid \$108.33 per month.

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HOME OFFICE ADDRESS:  
111 N. Higgins, Suite 200  
Missoula, MT 59802

PHONE:  
(800) 367-2577

MAILING ADDRESS:  
PO Box 9169  
Missoula, MT 59807-9169

**LAWYERS PROFESSIONAL LIABILITY INSURANCE  
POLICY DECLARATIONS**

NOTICE: THE POLICY IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE UNDER THE POLICY WITH YOUR INSURANCE ADVISOR.

POLICY NUMBER: ALPS19355- 1

Item 1 – Named Insured: Mawson & Mawson, Attorneys at Law  
Address: 103 E. Holly Street, Suite 508  
Bellingham, WA 98225

Item 2 – Name of Each Insured Attorney: Retroactive Date  
Mawson, Margaret 08/12/2004  
Mawson, Richard Scott 08/12/2004

Item 3 – Policy Period:  
Effective Date: 08/12/2016 12:01 AM at the address stated in Item 1.  
Expiration Date: 08/12/2017  
Loss Inclusion Date: 08/12/2004

Item 4 – Limit of Liability: \$500,000 \*Each Claim  
\$1,000,000 Aggregate  
\*This means "all claims arising out of the same, related or continuing professional services."

Item 5 – Deductible: \$5,000 Each Claim

Item 6 – Annual Premium: \$3,153

Item 7 – Endorsements attached at inception of the policy form: LPL STD (07-14)

Signature Page WA Amendatory

All current and previously submitted application forms delivered to the Company are made a part of the policy. The Named Insured may obtain a copy of all application forms by submitting a written request to the Company.

Countersigned by: Kerry Banget  
Authorized Representative

Date: July 15, 2016