

## COURT FACILITATOR CONTRACT

THIS CONTRACT is made on March , 2024. by and between LEWIS COUNTY, a Washington municipal corporation, by and through the County Clerk (hereinafter "County"), at 345 West Main Street, Chehalis, Washington 98532; and CANDACE SANDERS, Limited License Legal Technician (hereinafter "LLLT"), (WA State Bar #107), of P.O. Box 122, Galvin, WA 98544. During the term set forth below, LLLT shall perform the following services:

- a. Be available at designated times to provide consultation, within the scope of her license, as governed by Washington State Admission to Practice Rule 28 and the Rules of Professional Conduct for Limited License Legal Technicians, to pro se litigants in Family Law cases.
- b. Provide limited assistance, within the scope of her license, to pro se litigants in family law cases not to exceed 60 hours. LLLT shall be available to perform said services at the Law and Justice Building, which services shall be counted as part of the basic service minimum hours as set forth above.
- c. Services to be provided include provision of assistance to pro se litigants to complete mandatory forms, and provision of availability of proper forms for the litigants to accomplish each litigant's stated purpose, completing divorce proceedings on the final dissolution docket or by way of a Final Testimony Affidavit; and other processes that fall within the scope of the license of LLLT.
- d. LLLT shall not provide any direction, explanation, and/or advice that falls outside the scope of her license to practice law.
- e. LLLT shall maintain written records of all clients, all cases, and all services provided.
- f. LLLT shall submit monthly reports of services rendered pursuant to this contract to the Clerk of the Superior Court in a format satisfactory to said Clerk.
- g. LLLT will comply fully and at all times with the General Conditions set forth in Exhibit 1 hereto, which is incorporated herein as fully as if set forth in the body of this contract.

### 2. TERM AND TERMINATION.

- a. This contract shall be of full force and effect for the term of January 1, 2024, through December 31, 2024.
- b. Unless either party hereto gives written notice to the other party in the month of November 2024 of its intent not to renew this contract, this contract shall continue in full force and effect through December 31, 2025. Thereafter unless either party gives written notice to the other party in the month of November of a calendar year of its intent not to renew this contract for the following year, this contract shall continue in full force and effect through December 31 of the next succeeding calendar year.
- c. Either party may terminate this contract for any reason (with or without cause) and at any time upon sixty (60) days prior written notice to the other party.
- d. Should LLLT breach any of her obligations contained in this contract, County may give LLLT written notice thereof. Unless LLLT fully cures its breach within ten (10) calendar days of receipt of such notice, County may terminate this contract without further notice. For purposes of this subparagraph 2(d), notice shall be deemed given to LLLT through

actual service upon LLLT or by posting notice at a principal door at LLLT' address specified above.

- e. County may terminate this contract, with or without notice, in the event that the source from which it is funded (namely, a specific surcharge upon certain court filing fees) appears to County's officials to be inadequate to fund County's obligations under this contract.
3. **PAYMENT BY COUNTY.** LLLT shall invoice County monthly for the value of the services rendered pursuant to this contract during the immediately preceding month. Each invoice shall bear the legend "BARS code 346.50.06 County shall pay LLLT the amount properly invoiced provided sufficient funds exist in its BARS code 346.50.06, set forth in Exhibit 1.
4. **INDEPENDENT CONTRACTOR.** LLLT's services shall be furnished as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. All payments made hereunder and all services performed shall be made and performed pursuant to this Contract by LLLT as an independent contractor. LLLT acknowledges that the entire compensation for this Contract is specified in section 3 and Exhibit 2 of this contract and LLLT 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, retirement or pension, or any other rights or privileges afforded to County employees.
5. **INDEMNITY AND DEFENSE.** LLLT will defend, indemnify, and hold harmless County, together with its officers, agents, employees, and volunteers, from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees, or costs incurred by reason of claims or demands arising from LLLT's conduct or inaction related to this contract and/or associated with breach of the provisions of this contract.
6. **SOLE EMPLOYMENT.** Persons employed by LLLT for purposes of performance of this contract shall at all times be the sole employees of LLLT and shall not be employees of County nor entitled to any County benefits, including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, retirement or pension, or any other rights or privileges afforded to County employees.
7. **TAXES.** It is LLLT's responsibility to make the necessary estimated income tax payments throughout the year, if any, and LLLT is solely liable for any tax obligation arising from LLLT's performance of this Contract. LLLT hereby agrees to indemnify County against any demand to pay taxes arising from LLLT's failure to pay taxes on compensation earned pursuant to this Contract. County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. LLLT must pay all other taxes including, but not limited to, Business and Occupation Tax, taxes based on LLLT's gross or net income, or personal property to which County does not hold title. County is exempt from Federal Excise Tax.
8. **REGULATIONS AND REQUIREMENTS.** This Contract 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, and to any other provisions set forth in Special Conditions.
9. **RIGHT TO REVIEW.** This contract is subject to review by any Federal or State auditor. 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 its officers and elected officials. 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 County deems pertinent, to the Contract and its performance (except confidential client files). LLLT shall preserve and maintain all financial records and records relating to the performance of work under this Contract for three years after contract termination and shall make them available for such review,

within Lewis County, State of Washington, upon request. The provisions of this paragraph shall survive after the term or termination of this contract.

10. **MODIFICATIONS.** Either party may request changes in the Contract. But, any and all agreed modifications shall be in writing and signed by each of the parties.
11. **INSURANCE.** LLLT shall at all times while this contract is in effect maintain the professional liability insurance as required under Admission to Practice Rule 28 (1)(2)(a) for Washington State Limited License Legal Technicians, written by an insurer licensed to do business in the State of Washington.
12. **INDUSTRIAL INSURANCE WAIVER.** With respect to the performance of this contract and as to claims against County, its officers, agents and employees, LLLT 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 contract extend to any claim brought by or on behalf of any employee of LLLT. This waiver is mutually negotiated by the parties to this contract.
13. **WITHHOLDING PAYMENT.** In the event LLLT fails to perform any substantial obligation to be performed by LLLT under this contract and said failure is not cured within the times set forth in this Contract, then County may, upon written notice, withhold all monies due and payable to LLLT, without penalty, until such failure to perform is cured to County's satisfaction or otherwise adjudicated. The term *substantial obligation* means an obligation which is more than trivial either in its nature or in respect of its effects upon County or upon a third party.
14. **FUTURE NON-ALLOCATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to County in the event this provision applies.

## 15. Disputes.

- a. **General.** Differences between LLLT and County arising under and by virtue of this contract shall be brought to the attention of County at the earliest possible time in order that such matters may hopefully be resolved 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 County Clerk shall be final and conclusive.
- b. **Notice of potential claims.** LLLT shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by County, or (2) the happening of any event or occurrence, unless LLLT has given County a written Notice of Potential Claim within 10 days of the commitment of the act, failure, or event giving rise to the claim, and before final payment by County. The written Notice of Potential Claim shall set forth the reasons for which LLLT believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. LLLT shall keep full and completed daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.
- c. **Detailed Claim.** LLLT shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before formal payment by County, LLLT has given County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

17. **OWNERSHIP OF ITEMS PRODUCED.** All writings, programs, data, public records or other materials prepared by LLLT in connection with performance of this Contract shall be the sole and absolute property of County, except the files of cases and all information regarding the details of the cases.
18. **CONFIDENTIALITY.** LLLT shall maintain the confidentiality of all information provided by County or acquired by LLLT in performance of this contract. LLLT shall immediately give to County notice of any judicial or administrative proceeding seeking disclosure of such information. LLLT shall indemnify and hold harmless County, its elected officials, officers, agents and employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from LLLT' breach of this provision or from such proceedings.
19. **NOTICE.** Except as expressly set forth elsewhere in the contract, and for all purposes under or relating to this contract, except service of process, notice shall be given by LLLT to the County Clerk or to the Chief Deputy County Clerk. Notice to LLLT for all purposes under this contract shall be given to its address set forth on page 1 of this contract. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
20. **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.
21. **CHOICE OF LAW AND VENUE.** This Contract is made in Chehalis, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligations created by this Contract or to construe this Contract shall be brought in the Superior Court of Washington for Lewis County.
22. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and (subject to the limitation upon assignment herein below) assigns.
23. **SEVERABILITY.** If any provision of this Contract is found to be contrary to law or public policy, or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.
24. **ASSIGNMENT AND DELEGATION.** Neither party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Contract without the prior express written consent of the other party.
25. ***Contra proferentem* RULE EXCLUDED.** This Contract was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.
26. **FACSIMILE.** This Contract may be executed by facsimile signature and such execution shall be valid and binding.
27. **ENTIRE CONTRACT.** This Contract sets forth the entire contract and understanding between the parties relating to the subject-matter of this Contract. It supersedes all prior contracts, discussions, and documents connected herewith (if any). No party to this Contract shall be bound by any term, condition, definition, warranty, understanding, or representation with respect to the subject-matter of this Contract other than as expressly provided herein, except as may be agreed in writing by the parties.

28. **HEADINGS.** In this Contract paragraph headings appear for convenience of reference only and they shall not be used or considered in construing the terms hereof.
29. **PUBLIC RECORDS ACT.** LLLT shall assist County to fulfill all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington).
- a. LLLT recognizes that under that Act, the County has a duty to provide third parties with access to all documents (defined broadly) "containing information relating to the conduct of government" and that this obligation extends to documents in the sole possession of LLLT used by it and/or by the County for purposes relating to this Agreement.
  - b. In the event that County notifies LLLT that it has received a demand for one or more documents which the County has not been able to locate in its files, and that the County is obliged to release those documents pursuant to the Public Records Act, then, if those documents (or any of them) are in the possession of LLLT, LLLT shall provide copies of those documents to County within five business days; or, within five business days, LLLT shall notify the County of when, acting with all reasonable haste, LLLT will be able to provide the County with copies of those documents. LLLT then shall actually provide copies of those documents to the County by such date.
  - c. In the event that LLLT fails to fulfill her obligations pursuant to this section, due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon County for violation of the Public Records Act, LLLT shall indemnify County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such penalty.
  - d. The obligations created by this section shall survive the termination of this Agreement.

**Exhibit 1**  
**2024 Fund Allocation**

BARS 346.50.06 been allocated \$18,000 for fiscal year 2024

LLLT may submit monthly invoices in the amount of \$ 1,500.00, or any combination of Amounts not to exceed the total of \$ 1,500.00

## **Exhibit 2:**

### **Conditions**

1. LLLT shall furnish the County Clerk's Office with proper evidence that the LLLT has fully complied with the State and Local Licensing Law.
2. LLLT should be aware that public funds are being used to assist in this project. During the performance of this contract, LLLT agrees as follows:
  - a. LLLT will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - b. LLLT agrees to post in conspicuous places, available to employees and applicants for employment, appropriate notices setting forth the provisions of this non-discrimination clause. Upon request by LLLT, County's Human Resources Administrator will supply LLLT with copies of all such notices, at the expense of LLLT.
  - c. LLLT will, in all solicitations or advertisements for employees placed by or on behalf of the LLLT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. LLLT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, notice (to be provided to LLLT upon LLLT's request by the County Human Resources Administrator), advising the labor union or worker's representative of the LLLT's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. LLLT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. LLLT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will ascertain compliance with such rules, regulations and orders.
6. In the event of LLLT' non-compliance with the non-discrimination clauses of this contract or with any such rules, regulation, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. LLLT will include the provisions of paragraphs 2-5 of these General Conditions in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. LLLT will take such action with respect to any sub- contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event that LLLT becomes involved in, or is threatened with, litigation with a sub-

contractor or vendor as a result of such direction by the contracting agency, then LLLT may request the United States to enter into such litigation to protect the interest of the United States.

8. LLLT agrees to comply with RCW 49.28.010.065 providing that no laborer, workman or mechanic in the employ of LLLT, LLLT's sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to County. Notwithstanding the above provisions, a contractor may enter into an agreement approved by the employees in which the employees may work up to ten (10) hours in a calendar day for not more than four (4) calendar days in a week. LLLT further agrees that said contract is terminable in case the contractor shall violate the provisions of such act.
9. LLLT and her sub-contractors shall further verify that:
  - a. She has not employed or retained any company or person (other than a full- time bona fide employee working solely for the offerer) to solicit or receive this contract;
  - b. She has not paid or agreed to pay any company or person (other than a full- time bona fide employee working solely for the offerer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
  - c. She has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the County.
10. It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State of Washington and his decision therein shall be final, binding, and conclusive on all parties.
11. The references herein to contractors and sub-contractors of LLLT shall not be in derogation of non-assignability and non-delegability provisions (if any) set forth in the body of the contract or agreement into which these General Conditions are incorporated.

SIGNED FOR AND ON BEHALF OF:

\_\_\_\_\_  
Candace J. Sanders / WA State Bar #107 / LLLT

Date \_\_\_\_\_

COUNTY

\_\_\_\_\_  
Susie Palmateer, Superior Court Administrator

Date \_\_\_\_\_