

## AGREEMENT TO APPOINT JUVENILE COURT GUARDIAN AD LITEM

This Agreement is entered between Lindsay J. Starwalt, an attorney licensed to practice law in the State of Illinois [GAL], and the Circuit Court for the Fifth Judicial Circuit, Vermilion County Illinois [the Circuit Court], through its presiding circuit judge, Thomas M. O'Shaughnessy, acting in his official capacity. The Circuit Court appoints GAL and GAL accepts the appointment as *guardian ad litem* in juvenile court cases pending before the Circuit Court in accordance with the terms of this Agreement. It is agreed by and between the parties as follows:

1. Term of Agreement. GAL agrees to accept court appointments and serve in juvenile court cases pending before the Circuit Court as the *guardian ad litem* for minor respondents and perform the duties as hereinafter specified, for the period beginning December 1, 2023 and ending on November 30, 2024. The term of this Agreement shall be automatically extended from year to year unless terminated in accordance with Paragraph 2 below. The circuit and associate judges of the Circuit Court shall have exclusive authority and power to determine the cases to which GAL shall be appointed.
2. Events of Termination. The term of this Agreement shall be terminated upon the happening of any of the following events:
  - A. The death or disability of GAL;
  - B. GAL, for any reason, becomes disqualified to practice law in this state;
  - C. Occurrence of the effective date of termination, notice of which has been given in writing by either party to the other;
  - D. The right of the presiding circuit judge, in his/her sole discretion, to terminate this Agreement at any time during its term and/or any extension thereof, upon fifteen (15) days written notice. No cause is required for termination; and
  - E. The mutual written agreement of GAL and the Circuit Court.
3. Duties of GAL. GAL will accept a court appointment and represent minor respondents, who are alleged to be neglected, dependent, or abused, as defined under the Illinois Juvenile Court Act, 706 ILCS 405/1-1, *et seq.*, in Juvenile Abuse/Neglect/Dependency (JA) cases.

Representation by GAL includes all preparation, investigations, interviews, contacts, and discovery for all phases of juvenile court proceedings, including but not limited to shelter care hearings, adjudicatory hearings, dispositional hearings, permanency review hearings and hearings related to the termination of parental rights.

GAL shall provide competent and zealous representation to each minor to whom he/she has been appointed under this Agreement, abiding by and performing his/her duties in accordance with the Illinois Rules of Professional Conduct. GAL will exercise independent professional judgment in each case to which he/she has accepted an appointment. However, GAL shall devote such time and attention to each case for which an appointment has been accepted consistent with the ethical and legal duty to provide effective assistance of counsel. GAL shall comply with all requirements of 705 ILCS 405/2-17.

GAL shall not withdrawal from representation of any minor to whom he/she has been appointed under this Agreement, except as would be allowed under the Illinois Rules of Professional Conduct.

GAL shall maintain and provide, on his/her own accord and expense, any necessary supplies, private office(s), secretarial assistance, research aids and materials, and such other facilities and services as are deemed necessary by GAL, in his/her own discretion, to be usual and customary for an attorney practicing law, consistent with the position, and adequate for the proper performance of the duties required by this Agreement.

All records, documents, and files concerning appointed minors shall belong to and remain the property of GAL. However, upon withdrawal from an appointed case, or termination of this Agreement, GAL shall transmit all records, documents or files relating to any appointed minor to his/her successor *guardian ad litem*.

GAL shall at all times maintain in good standing his/her licensure to practice law in the State of Illinois.

Unless mandated by Supreme Court Rule, GAL shall not be required to maintain professional liability insurance covering his/her acts or omissions in the performance of his/her professional duties as a *guardian ad litem* or attorney under this Agreement. However, GAL understands that neither the Circuit Court, nor Vermilion County Illinois shall defend, hold harmless, or indemnify him/her from or against any and all loss, damage, judgment, lien, claim, suit, liability, action, cause of action, demand, expense, cost, or other liabilities of any character (including reasonable attorney's fees) arising in whole or in part, relating to or resulting from GAL's obligations or representation in any appointed case under this Agreement.

4. Compensation of Attorney. For all services rendered by Attorney under this Agreement, Attorney shall be paid by the Circuit Court an annual fee of Eighty Thousand Dollars (\$80,000.00), payable in monthly installments of Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$6,666.67) each, which constitutes the total compensation due for all services performed under this Agreement. The annual compensation shall be paid pro-rata in the event this Agreement is terminated prior to its termination date. The annual compensation may be modified only by mutual written agreement.
5. Expenses. Reasonable and necessary expenses, approved in advance by the court, for investigation, testing, and/or experts, and any other reasonable expenses, approved in advance by the court, will be paid directly or reimbursed to GAL by the Circuit Court.

6. General Provisions.

- A. GAL shall submit monthly requisitions for payment which shall include the information specified by the Court Administrator or the presiding judge. Upon receipt in proper form, requisitions will be paid promptly in accordance with the policies and procedures of Vermilion County Illinois and the Circuit Court.
- B. It is understood that GAL is engaged in the private practice of law, but it is expected that GAL will comply with all ethical responsibilities to provide effective representation to clients to whom he/she has been appointed under this Agreement as required under the Illinois Rules of Professional Conduct. Toward that end, GAL shall handle cases appointed under this Agreement on a priority basis, and will make every reasonable effort to be available to the court as needed to provide the representation intended by this Agreement.
- C. GAL's obligations and duties under this Agreement shall be as an independent contractor, and GAL shall not be considered for any purpose to be an employee of Vermilion County Illinois or the Circuit Court. Accordingly, there shall be no entitlement by GAL to any benefits accorded employees of Vermilion County Illinois or the Circuit Court, including but not limited to health, professional liability or other insurance plans, or retirement or other pension plans.
- D. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. There are no restrictions, agreements, promises, warranties, covenants, or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and undertakings between the parties with respect to its subject matter. Except as otherwise provided herein, this Agreement may be amended only by a written instrument duly executed by the parties, or their successors or assigns.
- E. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- F. The waiver by either party to this Agreement of a breach of any of its provisions shall not operate or be construed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- G. This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed therein.
- H. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors and assigns and to the estate, beneficiaries, and heirs of GAL.

7. Notices. All notices under this Agreement shall be deemed sufficient if made in writing and sent by regular mail to the parties hereto at the following addresses:

GAL: Lindsay J. Starwalt  
709 W. Curtis Street  
Cayuga, IN 47928

The Circuit Court: Office of the Presiding Judge  
c/o Court Administrator  
Rita B. Garman Vermilion County Courthouse  
7 N. Vermilion Street, Ste. 413  
Danville, IL 61832

A change in the mailing address of any party may be affected by serving written notice of the new address upon the other party.

IN WITNESS WHEREOF, the parties have executed this contract the 17<sup>TH</sup> day of NOVEMBER, 2023.

  
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Thomas M. O'Shaughnessy,  
Presiding Circuit Judge of Vermilion County

  
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Lindsay J. Starwalt, GAL