

ATTORNEY GUARDIAN AD LITEM SERVICES AGREEMENT

This Agreement made and entered by and between Laramie County, State of Wyoming, P.O. Box 608, Cheyenne, Wyoming, 82003-0608 (hereinafter referred to as the "COUNTY"), and Galashiels Legal Services, P.C., c/o John E. Frentheway, P.O. Box 181, Cheyenne, Wyoming 82003-0181 (hereinafter referred to as "PROVIDER").

I. PURPOSE

By this agreement COUNTY seeks to obtain and the PROVIDER desires to provide attorney guardian ad litem services to meet COUNTY's statutory obligations to pay reasonable compensation for services and costs of guardian ad litem appointed by the Laramie County District Court. Wyo. Stat. §14-6-235.

THEREFORE, IN CONSIDERATION of the mutual terms and conditions herein set forth, the parties agree as follows:

II. PROVIDER'S RESPONSIBILITIES

A. PROVIDER agrees, when appointed by the First Judicial District Court, to provide attorney guardian ad litem services in full compliance with the standards and training requirements prescribed by Rule 106, Uniform Rules for District Courts of the State of Wyoming, beginning the 1st day of July, 2005, through the 30th day of June, 2006. PROVIDER shall provide those services only in abuse and neglect actions brought pursuant to Wyo. Stat. § 14-3-101 *et seq.*, Children in Need of Supervision actions brought pursuant to Wyo. Stat. § 14-6-401 *et seq.*, and when appointed in a delinquency action pursuant to Wyo. Stat. § 14-6-216. PROVIDER will not be paid, pursuant to this agreement, for any services provided in a Termination of Parental Rights actions brought by the State or brought by one parent against the other parent.

B. PROVIDER shall inform the Court concerning his client's parents' or guardian's obligation to reimburse the County a reasonable sum for services rendered by PROVIDER; and cooperate with COUNTY in obtaining payment for services provided.

C. PROVIDER shall cooperate with the Court Appointed Special Advocates of Laramie County ("CASA") when ordered and approved by the District Court and so long as such cooperation does not violate state or federal law.

III. PAYMENT

A. COUNTY shall pay PROVIDER, for the services set forth herein, seventy-five dollars (\$75.00) per hour. Each month, the PROVIDER shall provide to the appropriate District Judge of the First Judicial District Court an invoice for that month's services, which itemizes the PROVIDER's charges by date, client, and service provided. The itemization shall also include a breakdown of travel time, in-court time and out-of-court preparation showing hours expended on each case during that month. After the invoice is approved by the District Judge, PROVIDER shall provide the approved invoice to the Laramie County Attorney's office for payment. In addition:

1. PROVIDER, along with his bill or invoice, shall provide the Laramie County Attorney's Office with a complete mailing and physical address for both parents of each child he represented the previous month, so long as PROVIDER has knowledge of or can obtain the addresses from his files.

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attorney*

2. PROVIDER shall completely fill out and return to the Laramie County District Attorney's Office all Orders to Show Cause Concerning Payment of Fees for all cases in which a decree of disposition has been issued pursuant to Wyo. Stat. § 14-6-429 in the previous month.

3. Provide copies of the completed Orders to Show Cause Concerning Payment of Fees to the Laramie County Attorney's Office for the previous month.

4. It is understood the representation of juvenile clients and the providing of legal services to those juvenile clients shall be in the sole professional judgment of PROVIDER.

IV. GENERAL PROVISIONS

A. The services to be performed by PROVIDER are those of an independent contractor and not as an employee of COUNTY. PROVIDER agrees to assume responsibility, as applicable, for payment of all federal, state and local taxes or contributions imposed or required under employment insurance, social security, income tax and workers' compensation with respect to performance of this Agreement.

B. COUNTY and PROVIDER are independent entities and their employees or volunteers are not to be considered agents or employees of the other.

C. This Agreement (4 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

F. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.

G. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The parties hereby waive any objection a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The parties hereby agree if either party shall bring suit hereon in any other court than the above named, the parties shall cooperate fully in the removal, transfer or dismissal, as necessary, of any such proceeding to the end no suit concerning this Agreement shall lie, except in the aforementioned court. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to PROVIDER and to COUNTY executing this Agreement.

H. PROVIDER certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

I. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

J. All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

K. COUNTY does not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement, except as expressly provided below. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement. COUNTY, however, agrees to waive its immunity solely for a claim of breach of contract by PROVIDER on the condition that in no event will COUNTY be liable to PROVIDER in excess of the total cost of services provided under this Agreement.

L. To the fullest extent permitted by law, PROVIDER agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY.

M. PROVIDER shall maintain professional liability insurance for the term of this Agreement sufficient to cover for the services provided pursuant to this Agreement and provide County with proof of such insurance.

N. COUNTY and PROVIDER affirm, to their knowledge, no PROVIDER employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of PROVIDER, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

O. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every event, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

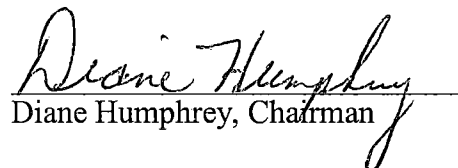
P. The obligations of COUNTY herein are conditioned upon the availability of funds appropriated or allocated for use under this Agreement. If funds are not allocated and available for the services to be performed by this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party the event this provision is exercised, and neither party shall be obligated or liable for any futures payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to acquire similar services from another party.

Q. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement.

R. This Agreement may be terminated (a) by any party at any time for failure of another party to comply with the terms and conditions of this agreement; (b) by any party, with thirty (30) days prior written notice to all other parties; or (c) upon mutual written agreement by all parties. In the event of termination, all documents and data, whether or not finished, shall become the property of COUNTY. PROVIDER shall be entitled to compensation for any satisfactory work completed prior to termination.

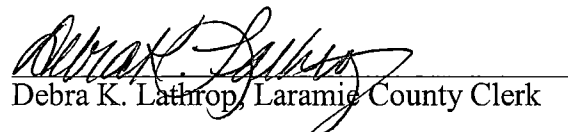
S. All notices requires and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

LARAMIE COUNTY, WYOMING, BOARD OF COUNTY COMMISSIONERS


Diane Humphrey, Chairman

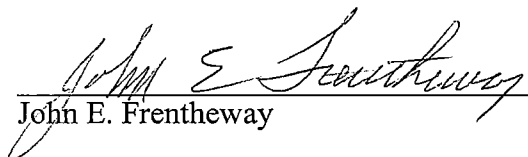
7-6-05
Date

ATTEST:


Debra K. Lathrop, Laramie County Clerk

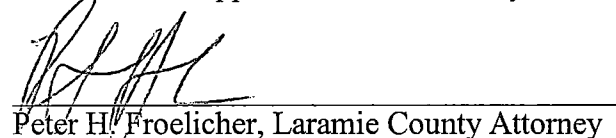
7-7-05
Date

Galashiels Legal Services, P.C.


John E. Frentheway

27 June 05
Date

Reviewed and approved as to form only:


Peter H. Froelicher, Laramie County Attorney

6/20/05
Date

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCES

1. DATE OF PROPOSED ACTION: JULY 5, 2005

2. AGENDA ITEM: Appointments Bids/Purchases Claims
 Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats
 Proclamations Public Hearings/Rules & Regs Reports & Public Petitions
 Resolutions Other _____

3. DEPARTMENT: LARAMIE COUNTY ATTORNEY

4. APPLICANT: John Frentheway, Attorney AGENT: Laramie County Attorney

5. DESCRIPTION: Consideration of a legal services agreement for a guardian ad litem which would pay reasonable compensation for services and costs of counsel appointed by the Laramie County District Court for children in need of supervision pursuant to W.S. §14-6-235

Amount From: \$75.00/Hour To: \$75.00/Hour

6. DOCUMENTATION: (2) Original(s) and (4) four copies

<i>Clerks Use Only:</i>	
<u>Commissioner</u>	<u>Signatures</u>
Humphrey _____	Co Attny _____
Knudson _____	Assist Co Attny _____
Ketcham _____	Grants Manager _____
Action _____	Outside Agency _____
Postponed/Tabled _____	