

**LEGAL SERVICES AGREEMENT - INDIGENT PARENTS
LARAMIE COUNTY/REMI BULLOCK**

This Agreement is made and entered by and between Laramie County, State of Wyoming, P. O. Box 608, Cheyenne, Wyoming, 82003-0608 (hereinafter referred to as "COUNTY"), and Remi Bullock, 1252 North 22nd Street, Suite A, Laramie, Wyoming 82072 (hereinafter referred to as "PROVIDER").

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

I. PURPOSE

The purpose of this Legal Services Agreement (hereinafter referred to as "Agreement") is to contract with an attorney to provide representation to indigent parents, referred to the named attorney herein by the Court. Said services to be in accordance with Wyo. Stat. §14-3-422(b) and, to comply with Laramie County's obligation, pursuant to Wyo. Stat. §14-3-434(b), to pay reasonable compensation for services and costs of counsel appointed by the District Court.

II. TERM

This Agreement is effective beginning the date the last signature is affixed hereto and shall remain in full force and effect, until terminated in accordance with this Agreement.

III. PROVIDER'S RESPONSIBILITIES

1. PROVIDER agrees to provide the following services:
 - a. Legal services for indigent parents as appointed by the Laramie County District Court pursuant to Wyo. Stat. §14-3-422(b).
 - b. Supply the Laramie County Attorney's Office, not later than the last of each month, a current report showing hours expended on each case during the previous month.
 - c. In the event a conflict of interest arises and PROVIDER cannot represent an indigent parent or parents due to ethical or legal matters, PROVIDER shall notify the Court.
 - d. The representation of indigent parents and the providing of legal services to indigent parents shall be in the sole professional judgment of PROVIDER.
 - e. In the event PROVIDER cannot represent an indigent parent or parents, or withdraws from representation due to an ethical conflict or other ethical considerations, PROVIDER shall not be obligated to provide services to such indigent parents or parents notwithstanding any other provisions in this Agreement to the contrary. COUNTY agrees to make arrangements for another attorney to provide legal services for the indigent parent or parents in the event of such ethical problem.

7. 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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. PROVIDER shall maintain liability insurance for the term of this Agreement sufficient to cover its obligations under this paragraph and provide County with proof of such insurance. PROVIDER acknowledges its understanding of this paragraph and realizes a potential financial obligation to COUNTY in the event of litigation.

13. 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.

14. 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,

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Signature Page

LARAMIE COUNTY, WYOMING, BOARD OF COUNTY COMMISSIONERS

Chairman

Date

ATTEST:

Debra Lee
Laramie County Clerk

Date

PROVIDER



Attorney at Law WSB#8-7069

10/10/2023

Date

Reviewed and approved as to form only:



Laramie County Attorney's Office

ATTACHMENT

A

IN THE DISTRICT COURT FOR THE FIRST JUDICIAL DISTRICT
STATE OF WYOMING, COUNTY OF LARAMIE

THE STATE OF WYOMING,)
)
IN THE INTEREST OF:)
)
)
Minor children.)
)

DOCKET NO.

ORDER APPROVING AND CERTIFYING FEES OF COURT-APPOINTED ATTORNEY TO
LARAMIE COUNTY

On motion of the appointed attorney, it appearing that the motion is supported by invoices and the fees and costs are reasonable and for services in accordance with Wyo. Stat. §14-3-401 et seq. and comply with Laramie County's obligation, pursuant to Wyo. Stat. §14-3-434(b), to pay reasonable compensation for services and costs of counsel appointed by the District Court. In connection with invoice # _____ submitted on _____, 20__, it is

ORDERED: the motion is granted conditioned only upon compliance by the attorney with the agreements and policies of Laramie County, the County shall pay the amount of \$ _____ in accordance with the applicable agreements and the amount shall be paid upon the County's receipt of this order.

DATED this ____ day of _____, 20__.

DISTRICT JUDGE

cc:

I hereby certify that I distributed a true and correct copy of the foregoing this ____ day of _____, 200__, as indicated. [M-mail; B-box in Clerk's Office, H-hand delivery; F-facsimile transmission.]

Deputy Clerk/Judicial Assistant