**LEGAL SERVICES AGREEMENT - INDIGENT PARENTS**
**LARAMIE COUNTY/MELISSA THERIAULT**

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 Melissa Theriault, 1720 Carey Avenue, Suite 540, Cheyenne, Wyoming 82001 (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.

## IV. PAYMENT

1. COUNTY shall pay PROVIDER, for the services set forth herein, the sum of $90.00 per hour. PROVIDER shall submit a monthly request for payment in accord with the requirements of the County Attorney's Office and as stated in this Agreement. Each monthly invoice must be approved by the Laramie County Attorney prior to payment. Each payment shall represent compensation for the hours expended in the month previous to the payment.

2. PROVIDER agrees that the Order used for submission to the Court for approval of fees shall be that approved for use by COUNTY. (Said Order is attached and fully incorporated as Attachment 'A' to this Agreement.) Each submission for billing shall contain, per case, an invoice of the services provided and a copy of the Order approving and certifying fees executed by the Court in the matter. **PROVIDER agrees that bills shall be submitted by the 30th day of each month for work performed by PROVIDER in the preceding month. The bills shall contain billing ONLY for the month immediately preceding the submission. Billing not in conformance with the requirements imposed by any of the relevant entities, including but not limited to this provision, WILL NOT BE PAID.**

## V. GENERAL PROVISIONS

1. 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.

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

3. This Agreement (5 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.

4. 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.

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

6. 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.

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, a failure to perform must be beyond the control and without the fault or the negligence of said party.

15. 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.

16. 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.

17. 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.

18. 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.

19. PROVIDER shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**Legal Services Contract - Indigent Parents**
**Laramie County/Melissa Theriault**
**Signature Page**

LARAMIE COUNTY, WYOMING, BOARD OF COUNTY COMMISSIONERS

_____ _____
Chairman Date

ATTEST:

_____ _____
Debra Lee Date
Laramie County Clerk

PROVIDER

Melissa R. Theriault 09/14/2020
Attorney at Law Date

Reviewed and approved as to form only:

_____
Laramie County Attorney's Office