

August 19, 1977

COMMISSIONER'S PROCEEDINGS  
SPECIAL MEETING

The Board of Commissioners met at 10:00 A.M., John Glode, Emil T. Lemich and Martin McMahon present; Glode, Chairman.

COUNTY LIFE AND HEALTH INSURANCE

Sealed bids were submitted to the Board for Life and Health Insurance for Carbon County Employees. Equitable Life Assurance Society of the United States and United Benefit Life Insurance Company of Omaha were the only bidders. The bid was awarded to Equitable Life for a period of one year from Sept. 1, 1977 to Sept. 1, 1978, guaranteed renewable. The County will pay 65% of costs and the individual will pay 35%. The elected officials are not eligible for County participation of fee payment but must pay the full premium.

PUBLIC DEFENDERS

A G R E E M E N T

THIS AGREEMENT made and entered into this 19th day of August, 1977, but to be effective as of July 1, 1977, by and between the BOARD OF COMMISSIONERS OF CARBON COUNTY, WYOMING, hereinafter called "Commissioners" and the law firm of MACPHERSON, GOLDEN AND BROWN in their capacities as qualified, licensed, and practicing attorneys in the community of Rawlins, Wyoming, hereinafter called the "contractees".

W-I-T-N-E-S-S-E-T-H:

WHEREAS the Commissioners are interested in assuring legal counsel for all indigent, defendants and establishing an office for the defense of such needy persons pursuant to the provisions of Chapter 164 of the Session Laws of the State of Wyoming, 1973, and the Contractees desire to assume the responsibility of representing needy persons and administering an office of public defender; and

WHEREAS, the contractees have been appointed by the Honorable Robert A. Hill, District Judge, Second Judicial District in and for the State of Wyoming, County of Carbon, in conformity with Section 7-9.10 (Wyoming Statutes, 1957) and the qualifications of the members of the firm have been certified;

NOW, THEREFORE, in consideration of the covenants herein contained it is agreed by and between the parties as follows:

1. The Contractees hereby agree to perform and provide all defense services enumerated or required by Chapter 164 Session Laws of Wyoming, 1973, excluding municipal courts and including any additional but unexpressed needs arising from the code of professional responsibility or from the American Bar Association's standard for criminal justice relating to the defense function. These services would be extended to only persons as defined by Chapter 164.
2. The Public Defender hereby agrees to perform or provide all the defense services enumerated or required by Chapter 164, Session Laws of Wyoming, 1973, excluding municipal courts, and including any additional but unexpressed duties arising from the code of professional responsibility or from the American Bar Association's standards for Criminal Justice relating to the defense function. These services would be extended to all needy persons as defined by Chapter 164, Session Laws of Wyoming, 1973, who are being detained by a law enforcement officer, who are formally charged with a felony or a misdemeanor in which there is a practical possibility of incarceration, or who are respondents to a petition for involuntary hospitalization, including, charges or petitions brought in Juvenile Court.
3. The compensation to be paid Public Defender by the Commissioners shall be Twenty two thousand dollars (\$22,000.00) payable by the Commissioners in twelve (12) equal monthly installments, on or about the first day of each calendar month during the term of this Agreement. It is expressly agreed that this compensation covers and includes the compensation of the Public Defender and the establishment, maintenance and support of his office required by Sec. 7-9.10 Wyoming Statutes 1957, and all compensation and expense for the assistants, employees, facilities and supplies referred to in Sec. 7-9.11, Wyoming Statutes 1957, except those trial expenses approved by the District Court on a case-by-case basis which are payable by voucher and warrant. Said expenses payable by voucher shall include, but not be limited to, the compensation of expert witnesses, all court costs associated with cases in which the Public Defender is involved and the cost of all reporting and transcripts.
4. The term of this contract is twelve months, commencing July 1, 1977. This contract may not be terminated by either party except upon application to a committee of the Carbon County Bar Association appointed by the President of said Association, which committee shall report its findings to the Senior District Judge of the County, whose determination shall be made upon the basis of and shall comply with, the Committee's recommendations.
5. No term of this Contract shall be construed to prevent the Public Defender, his assistants, deputies or associates, from practicing law in a private capacity. The Public Defender does, however, covenant to devote so much of his effort as may be necessary to carry out his duties hereunder.
6. The following items of expense are not intended to be included in the compensation provided for herein:
  - (A) Transcript charges or reporting fees including the transcribing of preliminary hearings.
  - (B) Witness fees - including expert witness fees.
  - (C) Extraordinary travel expenses.
  - (D) Appeals.
  - (E) Extraordinary or unusual charges which are substantial in nature.
7. The Commissioner's execution of this contract is made for the purpose of providing for all constitutionally guaranteed criminal defense under a single contractual arrangement, and such duty is undertaken by the Public Defender. The Public Defender, however, shall be assisted by the Carbon County Bar Association and its members, who shall be entitled to receive reasonable compensation for their services in the following specific instances:

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- a. The Public Defender shall not be required to defend more than one defendant in the same criminal case, unless, after careful investigation, it is clear that no conflict is likely to develop and after the several defendants give an informed consent in writing to such multiple representation.
- b. The Court shall provide defense counsel from among members of the Carbon County Bar Association as and when it becomes necessary in the opinion of the District Judge as a result of the case load of the Public Defender.
- 8. The Public Defender agrees to represent defendants to which his office has been assigned representation in appeals to the Supreme Court of the State of Wyoming when ordered in writing to prosecute an appeal by the presiding trial judge or a resident District Judge, which order shall be made a part of the record in the case.

When appeals from the District Court of Carbon County, Wyoming are handled by the office of the Public Defender, said office shall be entitled to retain any compensation for services paid by the Supreme Court of the State of Wyoming and shall not be required to credit said amounts against the compensation to be paid thereunder by the Commissioners.

SIGNED on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS, CARBON COUNTY WYOMING

BY: /s/ John Glode

PUBLIC DEFENDER

MacPherson, Golden & Brown

BY: /s/ Kermit E. Brown

WITNESSED:

/s/ Ann Masson

CERTIFICATE OF DISTRICT JUDGE

The appointment of MacPherson, Golden and Brown, is hereby made, and their qualifications for the position certified.

/s/ Robert A. Hill  
District Judge

There being no further business, the meeting was adjourned.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Mary G. Bradford  
Mary G. Bradford, County Clerk

John Glode  
John Glode, Chairman