



**EQUAL JUSTICE**  
WYOMING FOUNDATION

## NOTICE OF REQUEST FOR PROPOSAL

Purpose: Development and Expansion of Civil Legal Services for Low-Income Individuals in the State of Wyoming

NOTE: THIS RFP IS FOR A 24-MONTH GRANT PERIOD

RFP Release Date: March 16, 2022

RFP Response Deadline: April 29, 2022; 5:00 p.m. MT

Award Date: May 20, 2022

Start Date: July 1, 2022

Project Completion Date: June 30, 2024

Submittal Location: Submit electronically to Angie Dorsch at  
[adorsch@courts.state.wy.us](mailto:adorsch@courts.state.wy.us)

*We will send a confirmation email upon receiving every application. If an applicant does not receive a confirmation email, it is the applicant's responsibility to contact Angie Dorsch to ensure the application was received.*

Contact Information:

Angie Dorsch

(307) 777-8383

[adorsch@courts.state.wy.us](mailto:adorsch@courts.state.wy.us)

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## INTRODUCTION

Equal Justice Wyoming (Equal Justice) and the Equal Justice Wyoming Foundation (EJWF) are soliciting Requests for Proposals (RFP) from qualified non-profit organizations and pilot projects (hereinafter Grantee) for programs that will promote access to justice and civil legal services for individuals in Wyoming who are income eligible under the Wyoming Civil Legal Services Act, the Rules and Regulations of Equal Justice, and the rules governing EJWF. The missions of Equal Justice and EJWF are consistent and aligned; therefore, Equal Justice and EJWF are soliciting a single application to be considered for funding from both programs. Please submit one grant proposal that includes the total amount of funding sought from both Equal Justice and EJWF. Equal Justice and EJWF will determine the source of any funds awarded.

Specifically, Equal Justice and EJWF (hereinafter collectively "Grantor") are interested in proposals that address the following priorities:

- Providing direct legal representation to low-income individuals;
- Addressing the high needs areas of law affecting the target population including, but not limited to, family law, housing, consumer law, and income maintenance;
- Expanding services to underserved geographic areas of the State;
- Expanding services to underserved populations;
- Enhancing collaboration with community organizations;
- Expanding support for pro bono legal service delivery;
- Enhancing pro se support;
- Or exploring new methods for expanding services to the income eligible population throughout the State.

Grantees must present evidence that they are competent and have the necessary facilities, experience, personnel, and financial resources to fulfill the conditions of this RFP.

Grantor anticipates awarding a total of approximately \$1.8 million for the 24-month period for one-time grants to qualified recipients. **Proposals should not be based on the expectation of reoccurring grants from Grantor.**

Please see Attachment 2 for a sample grantee agreement outlining the duties and responsibilities of Grantor and Grantee. **The final grantee agreement may contain**

**additional or different provisions necessary to address unique needs, requirements, or conditions of any proposal awarded a grant.**

## **BACKGROUND**

The Wyoming Supreme Court created Equal Justice Wyoming to promote access to justice throughout the State of Wyoming, in accordance with the directives of the Wyoming Civil Legal Services Act (Act), 2010 Wyoming Session Laws Chapter 109 and rules and regulations applicable to Equal Justice which may be found at [https://www.courts.state.wy.us/wp-content/uploads/2017/05/WY\\_CR\\_RulesAndReg\\_Equal\\_Justice.pdf](https://www.courts.state.wy.us/wp-content/uploads/2017/05/WY_CR_RulesAndReg_Equal_Justice.pdf) .

Among other things, the Act establishes a mechanism to generate funds to promote access to justice and to provide civil legal services to the income eligible. Wyoming Statute Section 5-2-122(a)(viii) also authorizes Equal Justice to grant funds to eligible programs that will assist in providing civil legal services in Wyoming. Equal Justice is soliciting proposals for programs that can enhance access to justice and encourages a wide range of proposals.

The Equal Justice Wyoming Foundation (EJWF) is a non-profit 501(c)(3) that strengthens and defends access to justice and civil legal services in Wyoming through fundraising and other supportive activities with the guiding principle that every individual should have full and equal access to justice, regardless of his or her financial means. EJWF does this primarily by providing grants to civil legal service providers and supporting educational efforts.

Any grants issued by Grantor will be reimbursement grants, meaning grant funds will not be released to the Grantee prior to receipt of an invoice based upon completed work. The award of a grant pursuant to this RFP does not create an expectation that the grant will be on-going in nature or repeated for subsequent fiscal years, although Grantor anticipates awarding additional grants to eligible programs in the future. Applicants should not assume that permanent funding will be available from Grantor beyond the terms of this RFP.

## **PROPOSAL (350 maximum points)**

Proposals must contain the following information in addition to the grant application cover page:

1. A brief description of the organization including its history, mission, and purpose as well as the program or undertaking for which funding is solicited. (20 points)
2. The objectives of the program for which a grant is sought, including the problem you will address and how you will address it, with an explanation regarding how those objectives comport with the Act and the mission of Grantor and how they will be evaluated or measured for determining the success of the program. Include

the results you expect to achieve during the grant period and how the funds would help achieve those results. The proposal should include any requirements or contract conditions the applicant may request of Grantor associated with the proposed program. (80 points)

3. If the request seeks funds for the direct delivery of legal services, the proposal must describe how the income eligibility requirements of Section 5-2-122(a)(iv) will be met, how those requirements will be documented and made available to Grantor for audit, the steps that will be taken to ensure that the limitations on legal services set forth in Section 5-2-122(a)(iii) will be met, and how the request will implement the policies of Rule 111 of the Rules and Regulations applicable to Equal Justice. The grant recipient will be responsible for client intake and documenting the income eligibility requirements and ensuring they are met. (30 points)

4. If the request seeks funds for the direct delivery of legal services, the proposal must also describe how the delivery of those services will be handled, the methods by which the legal services will be overseen for quality and accountability, and the anticipated number of persons to be served with the request. The proposal must describe how an evaluation of the quality of legal services provided will be undertaken and the results provided to Grantor. (100 points)

If the request does not seek funds for the direct delivery of legal services, the proposal must explain how the request will promote access to justice for the income eligible. (same 100 points as #4 above)

5. A detailed budget must be provided documenting how any funds received from Grantor will be disbursed, with an explanation regarding how the expenditures of any grant monies awarded will be adequately documented for audit purposes. (80 points)

6. List any other agencies, community groups, entities, or programs with which you would work to fulfill the terms of your grant proposal. (20 points)

7. A current fiscal year budget is requested from all programs seeking grants, along with a brief explanation of any other sources of funding that may be used for the program(s) from which funding is sought from Grantor. Include any funding challenges and if your request was only funded in part, what effect it will have on your organization or the proposed project. (20 points)

## **IMPLEMENTATION**

1. The Grantee will provide Grantor with an invoice approved by Grantor by the tenth (10<sup>th</sup>) of each month for expenses incurred the previous month.

2. On a quarterly basis, the Grantee will provide Grantor with a detailed report of all activities related to the grant. The format of the report must be approved by Grantor. The report is due by the fifteenth (15<sup>th</sup>) of the month following the end of the quarter (e.g., the first quarterly report will be due by October 15, 2022).

3. The Grantee will provide an annual report for the project by July 15, 2023, and a final report of the project by July 15, 2024.

## **ATTACHMENT 1: Grant Selection Criteria**

The Board of Commissioners of Equal Justice Wyoming and Board of Directors of the Equal Justice Wyoming Foundation will determine in its sole discretion which grants, if any, to fund, and the amount to be awarded, if any, to grant recipients.

The Boards are particularly interested in proposals which address the following priorities:

- Providing direct representation;
- Addressing the high needs areas of law affecting the target population including, but not limited to, family law, housing, consumer law, and income maintenance;
- Expanding services to underserved geographic areas;
- Expanding services to underserved populations;
- Enhancing collaboration with community organizations;
- Expanding support for pro bono legal service delivery;
- Enhancing pro se support;
- Or exploring new methods for expanding services to the income eligible throughout the State.

The Boards will award grants based upon the following factors:

- Promotion of the objectives of the Act governing Equal Justice and the mission of EJWF;
- Number of persons served or expected to be served;
- Ability to meet currently un-served needs of the income eligible;

- Provision of legal services to underserved geographic areas of the state;
- Transparency and fiscal accountability;
- Ability of the proposed program to create and provide data regarding unmet needs of Wyoming citizens;
- Innovation and creativity of the proposal and the extent to which it may provide useful information on means by which Grantor can promote the objectives of the Act;
- Existing experience and resources of the Grantee to complete the proposed project in a timely manner;
- Grantees' other sources of funding; and
- Possibility of duplication of the proposed project to other communities or the expansion of services on a larger geographical scale.

## **ATTACHMENT 2: Grant Agreement**

This Grant Agreement is provided as an example. The exact terms and conditions included in the final grant agreement between Grantor and Grantees are subject to change.

### **Equal Justice Wyoming and The Equal Justice Wyoming Foundation**

This Agreement is made and entered into as of the date set forth below by and between Equal Justice Wyoming and the Equal Justice Wyoming Foundation (collectively the “Grantor”), and [LEGAL NAME OF ORGANIZATION] (the “Grantee”).

#### **Background**

WHEREAS, Section 5-2-122 of the Wyoming Statutes Annotated and the Rules and Regulations of Equal Justice Wyoming, as amended (collectively, the “Act”) permit Equal Justice to issue grants to existing eligible programs to assist in providing civil legal services and to enhance the civil legal services that existing programs are providing; and

WHEREAS, the purposes of Equal Justice are to improve access to justice in Wyoming and fulfill the requirements and expectations of the Wyoming Legislature described in the Act; and

WHEREAS, in reliance upon the representations and certifications contained in the Grantee’s application for assistance dated [DATE], the Board of Commissioners of Equal Justice Wyoming and the Board of Directors of the Equal Justice Wyoming Foundation has approved an award of funds to the Grantee, to be expended by the Grantee in conformity with the requirements and provisions of the Act and this Agreement.

#### **Terms and Conditions**

NOW, THEREFORE, in consideration of the mutual benefits inuring to each other, it is understood and agreed, by and between the parties hereto, that the terms and conditions of any distribution from Grantor to Grantee will be governed by the following:

**1. Purpose.** The purpose of this Agreement is to provide Grantee with funds for the implementation or continuation of a program to promote access to justice or to provide direct legal services to the income eligible citizens of Wyoming pursuant to the Act and this Agreement (the “Project”). The Project is more fully described in the Grantee’s Grant proposal, which is attached and incorporated hereto as Exhibit A. Grantee will operate all activities conducted pursuant to Grant funding in accordance with Grantee’s Grant proposal, including any amendments required or accepted by Grantor, and the terms of the Act.

**2. Payment of Grant Funds**

**2.1 Grant Payments.** In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, Grantor will provide Grantee with funds in an amount not to exceed \$[DOLLAR AMOUNT] (the “Grant”) for the purposes of the Project. Payment will be made from the indigent civil legal services account established by the Act or from funds from the Equal Justice Wyoming Foundation. No payment will be made for services performed prior to the date upon which the last required signature is affixed to this Agreement.

**2.2 Schedule.** Grantor will pay Grant funds to the Grantee in monthly installments based on expenses incurred during the previous month, and submitted no later than the 10<sup>th</sup> of each month. The first payment will be made as soon as Equal Justice receives an invoice reflecting expenditures of July 2022.

**2.3 Adjustments.** Grantor may, in its sole discretion, adjust the amount of the Grant in greater or lesser amounts, and/or in greater or lesser periods of time than stated in this contract upon thirty (30) days notice to the Grantee.

**2.4 Recovered Costs.** Any attorneys’ fees or other expenses recovered from a third party in a case funded in whole or in part by this grant shall be paid to Grantor up to the amount of grant funds that were expended on the case.

**2.5 Conditional Payments.** Each payment obligation of Grantor is conditioned upon the availability of adequate revenues from the indigent civil legal services account established by the Act, which are appropriated or allocated for the payment of this obligation, or from adequate funds from Equal Justice Wyoming Foundation. Grantor is not obligated to provide continuing grant funds and thus this Agreement is not contingent upon future grant funds.

**2.6 Future Funding.** The Grantee acknowledges that Grantor and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that Grantor will have no further obligation to the Grantee in connection with this Grant as a result of the return or rescission. However, the foregoing is not intended to prohibit Grantor from providing the Grantee an additional Grant at the termination of the Grant described in this Agreement upon the submission of a new proposal, if Grantor in its sole discretion determines that an additional Grant is appropriate.

### **3. Grantee’s Obligations**

#### **3.1 Expenditure of Grant Funds**

**(A) Purpose of Expenditures.** Grantee will use Grant funds only for purposes consistent with the Act, and more specifically will use the Grant funds only for the purpose outlined in Paragraph 1.

**(B) Prohibited Expenditures.** The Grantee will not use any of the Grant funds:

- (1) To provide legal services to individuals who do not meet the eligibility standards established by the Act because the individuals' total household income exceeds two hundred percent (200%) of the current federal poverty level, as determined and published annually in the Federal Register by the U.S. Department of Health and Human Services;
- (2) To provide legal services or representation in cases involving claims seeking tort damages, criminal defense, claims against public agencies or political subdivisions, where those claims seek to change or overturn existing rules, regulations or policies (this prohibition will not limit Grantee's ability to represent income eligible individuals who are seeking benefits that may be owed to them by public entities or agencies);
- (3) In a manner inconsistent with State of Wyoming policies that govern the use of state funds and are detailed in the attached Grant Funds Expenditure Policy, the terms of which are incorporated by reference.

**3.2 Prior Costs.** All costs incurred by the Grantee before the effective date of this Agreement and before approval by Grantor of the release of Grant funds are incurred voluntarily, at the Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds will be governed by the provisions of this Agreement. Grantee may not incur any costs of the Project to be charged against the Grant funds before the effective date of this Agreement, as defined in Paragraph 4, without the prior written consent of Grantor.

**3.3 Quality of Work.** Both the quality of the work done by the Grantee and the Grantee's progress toward achieving the goals of the Grant will be reviewed by Grantor. The Grantee's progress may be monitored by on-site visits by representatives of Grantor. In particular, Grantor will be monitoring the continued commitment of personnel involved in the work of the Grant. In addition, Grantor will, throughout the term of the Grant, consider whether continuation of the work of the Grant is in the interest of those members of the general public described in the Act. If Grantor is not satisfied with the quality of the Grantee's work or the progress toward achieving the goals of the Grant, if Grantor is of the opinion that the Grantee is incapable of satisfactorily completing the work of the Grant, or if Grantor determines that continuation of the Grant is not reasonably in the interest of those members of the general public described in the Act, Grantor may, in its discretion, (i) withhold payment of Grant funds until in its opinion the situation has been corrected, or (ii) declare the Grant terminated. Grantor's determination as to the quality of work being performed, the progress being made toward the goals of the Grant, the Grantee's ability to satisfactorily complete the

work of the Grant, and whether continuation of the work of the Grant is in the interest of those members of the general public described in the act will be final and will be binding and conclusive insofar as further Grant payments are concerned.

**3.4 Monitoring and Formal Review.** This grant is subject to monitoring and a formal review. Grantee shall anticipate and plan for expenditures accurately. Grantor reserves the right to terminate the grant if sufficient progress has not been made toward the stated goals of the project. Grantor's determination to terminate the grant or require a release of grant funds after the formal review is exclusively within the discretion of Grantor.

### **3.5 Reports and Records**

(A) **WOLFS-109(a).** The Grantee will provide a completed and certified copy of the State of Wyoming WOLFS-109(a) Form adopted by the Wyoming State Auditor's Office to Grantor prior to the distribution of Grant funds to the Grantee.

#### **(B) Reports.**

(1) **Quarterly Reports.** Grantee will provide to Grantor quarterly reports on the use of the funds provided by any distribution, compliance with the terms of this Agreement and the progress made by Grantee toward achieving the purpose stated in Paragraph 1 above. Quarterly Reports will be due within fifteen (15) days of the last day of each quarter. The last day of each quarter is September 30, December 31, and March 31. Quarterly reports covering each respective period shall be due no later than October 15, January 15, and April 15.

(2) **Annual Report.** Grantee will make an annual report with respect to all expenditures made from the funds during grant year from July 1 through June 30 and indicating the progress made towards the purpose stated in Paragraph 1 above. The annual reports will be accompanied by photographic reproductions of all forms, procedural manuals, and other documents created by the Grantee in connection with the Grant. The Annual Report shall be due no later than July 15, 2023.

(3) **Interim Reports.** Grantee will submit other interim reports as Grantor may reasonably request. The Grantee's personnel will confer with Grantor personnel or consultants at the reasonable request of Grantor regarding expenditures, records, and progress of the Grant project.

- (4) **Form.** The Grantee will provide all reports required by this Agreement in a form provided by Grantor.

**(C) Records.**

- (1) The Grantee will maintain a formal set of books in sufficient detail such that the Wyoming Supreme Court and Grantor can conduct an audit of Grantee's records as provided in Paragraph 3.5(D) below. The Grantee's records will, at a minimum, reflect the amount of Grant revenue received, itemized Grant expenditures, accrued expenses, and records documenting the determination of client eligibility for all cases, in such a manner that the receipts and expenditures of the Grant funds will be shown separately on the books and records in an easily checked form.
- (2) The Grantee will obtain substantial evidence of eligibility from all clients receiving legal services pursuant to Grant funding in accordance with the attached Financial Eligibility Policy, the terms of which are incorporated by reference.
- (3) The Grantee will keep records of receipts and expenditures of Grant funds as well as copies of the reports submitted to Grantor and supporting documentation for at least four (4) years after the completion of the use of the Grant funds, and will make the books, records, and supporting documentation available to Grantor and Wyoming Supreme Court for inspection at reasonable times from the time of the Grantee's acceptance of this Grant through the period.

- (D) Audits.** At the sole discretion of the Wyoming Supreme Court, the records of the Grantee may be directly audited by a certified public accountant selected by the Wyoming Supreme Court. If the Wyoming Supreme Court requires an audit of the Grantee's records, the Grantee will make its records available to the Wyoming Supreme Court and its agents and employees.

- (E) Organization and Authorization.** Grantee certifies that Grantee is a not-for-profit [TYPE OF ENTITY] duly organized and validly existing under the laws of Wyoming, is qualified to do business in the State of Wyoming, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement. Grantee further certifies that the person signing this Agreement has been duly authorized to act on behalf of the Grantee.

(F) **Attorney Certification.** If the Grantee or any of its employees are attorneys, the Grantee certifies that any attorneys providing direct legal services with grant funds are certified to practice law by the Wyoming State Bar and that the attorneys' conduct in connection with the Project will comply with the Wyoming Rules of Professional Conduct for Attorneys at Law and all applicable laws and regulations.

**4. Duration.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement commences from the date it is fully executed by Grantor and the Grantee through June 30, 2024. The Project will be completed during this term.

## **5. Violation of Terms**

**5.1 Default.** A default will consist of the breach by the Grantee of any covenants, agreements or certifications in this Agreement, including the expenditure of Grant funds for any use other than for the purposes provided in Paragraph 1 or in any unauthorized manner.

**5.2 Effect of Default.** Upon the occurrence of any default, Grantor reserves the right in its absolute discretion to terminate the Grant. Grantor's determination will be final and will be binding and conclusive. In the event of termination by Grantor,

- (A) The Grantee's authority to request a disbursement will cease and the Grantee will have no right, title or interest in or to any of the undisbursed Grant funds;
- (B) Grantor may demand repayment from the Grantee of any amounts Grantor, in its sole discretion, determines were not expended in accordance with this Agreement; and
- (C) Grantor, in its sole discretion, may demand repayment of all Grant funds distributed to Grantee.

**5.3 Failure to Report.** If quarterly or interim reports are not received in a timely manner, Grantor may withhold payment until the outstanding report is received, and may terminate the Grant if any report is not received within a reasonable time (no more than thirty (30) days) following the date on which it was due.

**5.4 Other Remedies.** In addition to the rights and remedies contained in this Agreement, Grantor may at any time proceed to protect and enforce all rights available to Grantor by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies will survive the termination of this Agreement.

**6. Termination.** Upon termination of this Grant for any reason, Grantor will withhold any further payments of Grant funds and the Grantee will repay to Grantor any portion of the Grant funds that were not used for the purposes of the Grant Project.

## **7. Liability**

**7.1 Release.** Grantee releases Grantor and its agents, attorneys and employees from any liability for, and will protect, indemnify and save harmless Grantor and its agents, attorneys and employees from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by, or asserted or imposed against Grantor and its agents, attorneys and employees, as a result of or in connection with the Project, except for fraud or willful misconduct by Grantor or its agents, attorneys and employees.

**7.2 Indemnification.** All money expended by Grantor as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees will be immediately and without notice due and payable by Grantee to Grantor, except for claims arising solely from the Grantor's negligence. Grantee's obligation to indemnify Grantor will survive the term of this Agreement.

## **8. Miscellaneous**

**8.1 Confidentiality.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Grantee in the performance of this Agreement will be kept confidential by the Grantee unless written permission is granted by Grantor for its release.

**8.2 Publicity.** Unless Grantor requests otherwise, any publicity given to the Project, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, will identify Grantor as the sponsoring agency and will not be released without prior written approval from Grantor.

**8.3 Disputes.** Any dispute or claim arising out of or relating to this Agreement may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute will bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Agreement.

**8.4 Assignment.** The Grantee will not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement or use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written approval of Grantor.

**8.5 Successors.** This Agreement will be binding upon the parties' heirs, executors, administrators, successors and assigns.

**8.6 Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations and executive orders governing nondiscrimination, equal employment opportunity and affirmative action.

**8.7 Entire Agreement.** This Agreement constitutes the complete and exclusive statement of agreement between Grantor and the Grantee with respect to the subject matter. Any modification or amendment will be made only in writing signed by an authorized officer of the Grantee and of Grantor.

**8.8 Independent Contractor.** The Grantee will function as an independent contractor for the purposes of this Agreement and will not be considered an employee of the State of Wyoming, Equal Justice Wyoming, or the Equal Justice Wyoming Foundation for any purpose. The Grantee will assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and will be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Agreement. Nothing in this Agreement will be interpreted as authorizing the Grantee or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming, Equal Justice Wyoming, or the Equal Justice Wyoming Foundation, or to incur any obligation of any kind on the behalf of the State of Wyoming, Equal Justice Wyoming, or the Equal Justice Wyoming Foundation. No health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents and/or employees as a result of this Agreement.

**8.9 Kickbacks.** The Grantee certifies and warrants that no gratuities, kickbacks 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. If the Grantee breaches or violates this warranty, Grantor may, at its discretion, terminate this Agreement without liability to Grantor, deduct from the grant award or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**8.10 Notices.** All notices arising out of, or from, the provisions of this contract will be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

**8.11 Sovereign Immunity.** The State of Wyoming and Equal Justice Wyoming do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statutes Annotated Section 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

**8.12 Taxes.** The Grantee will pay all taxes and other amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

**8.13 Waiver.** The waiver of any breach of any term or condition in this Agreement will not be deemed a waiver of any prior or subsequent breach.

**8.14 Governing Law.** This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Wyoming.

**8.15 Jurisdiction and Venue.** Unless agreed to otherwise pursuant to Paragraph 8.3, the courts of the State of Wyoming will have jurisdiction over this Agreement and the parties, and the venue will be in the First Judicial District, Laramie County, Wyoming.

**8.16 Counterparts.** This Agreement may be executed in one or more counterparts when taken together will constitute one original.

**8.17 Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

**8.18 No Third Party Beneficiary.** This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

The parties have signed this Agreement as of the dates set forth below next to their signatures.

**EQUAL JUSTICE WYOMING**

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By: [\_\_\_\_\_], [TITLE] Date

[GRANTEE]

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By: [\_\_\_\_\_], [TITLE] Date