

## AGREEMENT FOR EMPLOYMENT OF LEGAL COUNSEL

AGREEMENT made effective on the \_\_\_\_\_ day of March, 2025, between the **DEPARTMENT OF SOCIAL SERVICES OF THE COUNTY OF HUERFANO, STATE OF COLORADO, “Department”,** 121 W. 6<sup>th</sup> St, Walsenburg, CO 81089 and **PAMELA NELSON, Esq. as a managing attorney for PAMELA SALAPICH NELSON, LLC, “Attorney” or “Firm”,** 305 W Main Street, Trinidad, Colorado 81082.

**WHEREAS,** the Employer requires the services of an attorney—for conflict cases only—for legal advice and assistance in legal matters concerning social services, and including matters in which the Department is interested, is petitioner, or intervenes pursuant to the Department’s duties in regards to child welfare; adult protection; as the child support collection entity or any other duties the Department may have.

**WHEREAS,** the Firm has provided such services and is willing to continue to provide such services in accordance with the rules and regulations of the Department, and upon the conditions herein set forth; now, therefore,

### **THE PARTIES MUTUALLY AGREE:**

1. That the Firm is employed through this independent contractor agreement as County Social Services Attorney for the Huerfano County Department of Social Services at a rate of \$120.00 per hour and \$40.00 per hour for legal assistant services, for conflict cases only.
2. That the Firm may charge at costs for non-office related expenses incurred by the Department, including but not limited to, process server fees, deposition transcripts, court transcripts, or the costs of records needed for discovery etc and the Firm will consult with the Department prior to incurring such expenses.
3. That payments shall be made by the Department to the Firm upon receipt of an itemized invoice.
4. That in the event the Firm or any attorney employed by the Firm violates any provision of this Agreement, the Department may withhold payment for services provided during the period affected by the violation, until such time as the violation has been remedied to the satisfaction of the Department.
5. That the Firm shall maintain such records as are deemed necessary pursuant to the State Department’s Rules to assure a proper accounting for all costs incurred in accordance with the terms of this Agreement. These records shall be made available for audit purposes to the State Department of Social Services, or any authorized representative of the State of Colorado. The Attorney shall make financial and other reports available as requested by the County or State Department of Social Services.

6. That the Firm and/or any Attorney employed by the Firm shall serve at the pleasure of the Department, and either party in this agreement may terminate the same, upon thirty (30) days written notice. This agreement shall be renewed annually.

7. The Firm shall perform its duties hereunder as an independent contractor and not as an employee. No Attorney assigned to the Department, nor any agent or employee of the Firm shall be deemed to be an agent or employee of the Department. The Attorney shall comply with the provisions of C.R.S. § 8-17.5-101 *et.seq.*

8. This fee agreement only applies to cases in which the county attorney has a conflict of interest.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature.

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HEATHER WELLMAN  
HUERFANO COUNTY DHS, DIRECTOR

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ON BEHALF OF  
HUERFANO COUNTY  
BOARD OF COMMISSIONERS

PAMELA SALAPICH NELSON, LLC

By: \_\_\_\_\_  
PAMELA SALAPICH NELSON, ESQ. #40494