

## **INTERLOCAL AGREEMENT CHILD WELFARE LEGAL SERVICES**

This Interlocal Agreement is made and entered into the 2<sup>nd</sup> day of December, 2019 by and between the County of Yadkin, hereinafter referred to as "Yadkin" and the County of Ashe, hereinafter referred to as "Ashe".

Yadkin County is seeking assistance with Child Welfare Legal Services in Yadkin County, North Carolina. Yadkin and Ashe desire to enter into an Interlocal Agreement providing that Ashe County will assist Yadkin in providing child welfare legal representation as provided in this Agreement.

Ashe County will provide a duly qualified attorney (Grier Hurley), as reasonably needed and requested by Yadkin County, subject to the court calendar, for child welfare matters. The scope of work includes:

- Attorney will be in Yadkin County on the following pre-selected dates, but these dates are not all encompassing: December 5<sup>th</sup> and 12<sup>th</sup>, and January 2<sup>nd</sup>, 16<sup>th</sup>, and 30<sup>th</sup> as well as any other scheduled dates that would be required due to the filing of a non-secure custody order.
- Attorney will be available to staff cases prior to court hearings as well as access for emergency calls from social work supervisors.
- Attorney will review ~~and disseminate~~ court reports sent by social workers to all attorneys' involved ten (10) days prior to scheduled court hearings.
- Attorney will provide a draft court order for review by social workers, supervisors and other attorney's prior to obtaining the judges' signature in a timely manner.
- Attorney will be available for court representation on any adult services matter or case consultation should the need arise during the time period covered by this Agreement.

Ashe County shall invoice Yadkin County at the end of the month, at a rate of \$150.00 an hour, immediately following the month that services were provided for any reasonable expenses incurred by Ashe County's staff in performing services under this agreement, including mileage and meal reimbursements at current IRS rates, if applicable. The invoice shall also be accompanied by the X335 report reflecting the time worked by the attorney and reflect the hourly rate calculated. Yadkin County shall make payment by the end of the month following the month the services were provided and will report this expenditure on Yadkin County's 1571.

Yadkin County shall defend Ashe County and its officials, employees and agents in any administrative, judicial or other legal proceedings concerning the services performed under this Agreement. Yadkin shall indemnify and hold harmless Ashe, its officials, employees and agents from and against all losses, liabilities, claims, demands, suits, costs, damages or expenses (including reasonable attorneys' fees) arising from or related to this Agreement, including, by example only, those for bodily injury, death or property damage. Yadkin's obligations under this section shall survive termination of this Agreement.

This Agreement shall terminate June 30, 2020 unless either party provides a written termination to the other party prior to that date.

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This Agreement shall not exceed \$20,000.

Ashe County by:

Yadkin County by:

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget Fiscal Control Act.

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Ashe Finance Officer

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Yadkin Finance Officer