

**REQUEST FOR BOARD ACTION**  
**HENDERSON COUNTY**  
**BOARD OF COMMISSIONERS**

**MEETING DATE:** 7 May 2012  
**SUBJECT:** Inter-local Agreement with Transylvania County  
**PRESENTER:** Charles Russell Burrell  
**ATTACHMENT(S):** Draft Agreement

**SUMMARY OF REQUEST:**

Transylvania County Department of Social Services recently suffered the unexpected death of its attorney. Its “back-up” attorney has covered the bulk of their remaining cases on an interim basis. However, there exists at least one case in which the “back-up” attorney has a conflict of interest, but for which Transylvania County Department of Social Services is in need of immediate legal counsel, even prior to the selection of its new “regular” attorney. Henderson County’s Office of County Attorney can provide services in such matters in the short-term (though not in the long-term).

Article 20 of Chapter 160A of the General Statutes allows two counties to agree together for the performance of certain duties, and for payment for the same, as between any two other parties. Pursuant to that, you will find a short-term Inter-local Agreement between Transylvania and Henderson Counties that provides for the Office of the County Attorney in Henderson County to provide services for a limited period to the Transylvania County Department of Social Services in cases where the current “back-up” attorney has conflicts of interest. Transylvania County will reimburse Henderson County at the rate of \$100 per hour for services rendered, plus actual expenses incurred, which amount will cover Henderson County’s costs and expenses in this matter.

County staff will be present and prepared if requested to give further information on this matter.

**BOARD ACTION REQUESTED:**

Approval of the Inter-local Agreement.

If the Board is so inclined, the following motion is suggested:

***I move that the Board approve the Inter-local Agreement as presented.***

STATE OF NORTH CAROLINA

COUNTIES OF HENDERSON AND TRANSYLVANIA

**INTER-LOCAL AGREEMENT**

Made pursuant to N.C. Gen. Stat. §160A-460 *et seq.*

THIS AGREEMENT is made by and between the County of Henderson (sometimes also "Henderson County") and the County of Transylvania (sometimes also "Transylvania County"), both bodies politic and corporate under the laws of the State of North Carolina, and is made pursuant to Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes.

Statement of Background Facts:

1. Both parties are counties of North Carolina.
2. Both Counties operate county departments of social services pursuant to Chapter 108A of the North Carolina General Statutes.
3. Recently the attorney employed (on contract) to represent the Transylvania County Department of Social Services ("TCDSS") on child protective services (abuse, neglect and dependency) cases died.
4. Currently TCDSS has another attorney, formerly their "backup" attorney in child protective services cases, representing TCDSS on most such matters; however, due to North Carolina Bar conflict of interest rules, there are from time to time cases in which this attorney cannot represent TCDSS.
5. TCDSS has requested and the Henderson County Office of the County Attorney ("HCOCA") is willing to represent TCDSS in conflict cases during the time in which TCDSS seeks to obtain a new regular counsel to represent it in child protective services cases, all on the basis stated below.

NOW, THEREFORE, the parties agree as follows:

1. HCOCA shall supply the services of a licensed attorney at law to represent TCDSS in child protective services cases in which the current (former "backup") attorney representing TCDSS in most of their child protective services cases has a conflict of interest.
2. The following additional terms are supplied pursuant to N.C. Gen. Stat. §160A-464:
  - A. This agreement shall last for a period not to exceed one year from the last date executed by either party.
  - B. No joint agency is established.
  - C. The attorney supplied to represent TCDSS will be licensed as an attorney-at-law by the State of North Carolina, and shall be in the full-time employ of HCOCA.

D. Payment from TCDSS to Henderson County shall be upon billing from HCOCA to TCDSS. Billing by HCOCA to TCDSS for time spending providing services shall be at the rate of \$100.00 per hour spent providing services, billed in one-tenth hour increments (with a two-tenth hour minimum value). In addition, TCDSS will reimburse Henderson County for actual expenditures, including without limitation mileage (at the maximum Internal Revenue Service approved rate), filing fees, and court costs, if any. Any reimbursement received from the State of North Carolina by Transylvania County for any amounts paid to Henderson County shall be the sole property of Transylvania County.

E. This contract may be amended upon the agreement of both parties.

F. This contract may be terminated by either party on thirty (30) days' written notice to the other party.

3. The time billing rate noted above is at or below the rate at which the current (former "backup") attorney bills TCDSS.

WHEREFORE, upon motion duly made, this Agreement has been made by both the Boards of Commissioners of the County of Henderson and the County of Transylvania, the dates shown below.

---

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
The next page is a signature page for the County of Transylvania.

Adopted by the Board of Commissioners of Transylvania County, North Carolina, this the  
\_\_\_\_\_ day of May, 2012.

BOARD OF COMMISSIONERS OF TRANSYLVANIA COUNTY

By: \_\_\_\_\_  
MIKE HAWKINS, Chairman

Attest:

\_\_\_\_\_  
TRISHA HOGAN, Clerk to the Board of Commissioners

---

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
The next page is a signature page for the County of Henderson.

Adopted by the Board of Commissioners of Henderson County, North Carolina, this the \_\_\_\_\_ day of May, 2012.

BOARD OF COMMISSIONERS OF HENDERSON COUNTY

By: \_\_\_\_\_  
THOMAS H. THOMPSON, Chairman

Attest:

\_\_\_\_\_  
TERESA L. WILSON, Clerk to the Board of Commissioners

---

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
End of document.