



REQUEST FOR BOARD ACTION

ITEM NO. 7

DATE OF MEETING: August 2, 2010

REQUESTED BY: Dr. Reta M. Shiver, Director, Department of Social Services

SHORT TITLE: Resolution Approving Social Services Contracts and Authorizing Purchase Orders for FY 10-11: Mega Force \$35,000; Tonya Turner \$75,000.

BACKGROUND: DSS contracts with Mega Force for bi-lingual staff to assist at the front desk and serve as interpreters to fill a necessary language-barrier void.

Attorney Tonya Lacewell Turner was hired May 2008 to replace the DSS Attorney who had served since 1998.

SPECIFIC ACTION REQUESTED: To approve the contracts and authorize purchase orders to Mega Force and Attorney Tonya Lacewell Turner.

NORTH CAROLINA

PENDER COUNTY

THIS CONTRACT, made and entered into this the 1st day of July 2010 by and between Tonya Lacewell Turner, Attorney at Law, hereinafter referred to as the ATTORNEY, and the PENDER COUNTY DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as THE DEPARTMENT:

WITNESSETH:

WHEREAS, THE DEPARTMENT has need of legal services from an ATTORNEY, and THE DEPARTMENT desires to secure the services of ATTORNEY for the performance of certain duties and the rendering of legal advice for the DEPARTMENT on matters involving the termination of parental rights, protective services, and other related matters; and, specifically to do the following: (Reference Attachment A)

1. Render legal advice to THE DEPARTMENT when called upon to do so;
2. To prepare necessary pleadings and appear in proceedings on behalf of THE DEPARTMENT in the area of adult and child protective services, adoptions, custody matters and termination of parental rights, and related matters as related to neglect/abuse/dependency/incompetency cases, child support cases and court appearances in those matters;
3. Attend Board meetings if called upon to do so.

NOW, THEREFORE, for and in consideration of the premises and the compensation hereinafter stated, ATTORNEY and THE DEPARTMENT do contract and agree as follows:

1. This contract shall begin on the 1st day of July 2010 and shall continue until the 30th day of June 2011 subject to termination as set out in Attachment A attached hereto and made a part hereof by reference.

2. ATTORNEY agrees that, in representing THE DEPARTMENT, ATTORNEY shall provide legal advice to THE DEPARTMENT, on those matters stated above and to bring such actions at the direction of THE DEPARTMENT as she shall be directed consistent with ATTORNEY'S ethical duties as an officer of the court.

3. For her services under the contract, THE DEPARTMENT shall compensate ATTORNEY with reference to the rates set by the Social Services Commission, for such attorney to be paid as follows: \$125.00 per hour out of court and \$125.00 per hour in court for each hour spent by ATTORNEY providing legal services as have been stated above. THE DEPARTMENT agrees to pay all Court costs, service fees, and filing fees which are required to be paid in conjunction with services provided by ATTORNEY under this agreement, tuition and travel expenses for out of town court/conferences. Attendance at conferences will be only with the prior approval of Dr. Reta M. Shiver, DSS Director. The contract is not to exceed \$75,000.00.

4. It is understood and agreed between the parties to this agreement that The County Attorney, Trey Thurman will be used as the backup attorney in the event that ATTORNEY TONYA LACEWELL TURNER is not available or has a conflict of interest so as to prevent her from ethically representing DEPARTMENT in a particular matter. Except, in cases involving conflict of interest, ATTORNEY TONYA LACEWELL TURNER will assume responsibility for the emergency cases that arise during her absence, as soon as she is available. Any matters outside of the scope of this contract will need to be approved by the Board of County Commissioners.

IN TESTIMONY WHEREOF, the parties hereto have signed this contract in triplicate originals, one of which is to be retained by each of the parties.

PENDER COUNTY DEPARTMENT OF
SOCIAL SERVICES

RETA M. SHIVER, D.P.A., DIRECTOR

TONYA LACEWELL TURNER, ATTORNEY

DAVID MCCOLE, FINANCE OFFICER

This contract has been pre audited as
required by the Local Government Budget
and Fiscal Control Act.

RICK BENTON, COUNTY MANAGER