



**AGREEMENT BETWEEN THE GEORGIA OFFICE OF THE CHILD ADVOCATE,
CITY OF COLUMBUS, AND THE JUVENILE COURT OF CHATTAHOOCHEE JUDICIAL
CIRCUIT**

THIS AGREEMENT is effective and shall terminate on the dates set forth in Section 2 of this AGREEMENT. This AGREEMENT is made and entered into by and between the Georgia Office of the Child Advocate ("OCA"), City of Columbus ("the City"), and the Juvenile Court of Muscogee County, Georgia ("the Court"). This AGREEMENT will set forth the parameters of the City and Court's participation in OCA's Quality Legal Representation IV-E Program ("the Program").

WHEREAS OCA is a state agency that provides independent oversight of persons, organizations, and agencies responsible for providing services to children who are involved with Georgia's child welfare system; and

WHEREAS OCA was created for the purpose of providing the children of this state with an avenue through which to seek relief when their rights are violated or in need of protection O.C.G.A § 15-11-740, *et seq*, and

WHEREAS the State of Georgia provides a statutory right to counsel for both parents and children in child welfare cases pursuant to O.C.G.A. § 15-11-103, and counties and juvenile courts are responsible for implementing this right to counsel in every child welfare case; and

WHEREAS OCA recognizes that dependency attorneys are best situated to protect the rights of children and families in individual child welfare cases and for that reason has established the Program to assure, enhance, and improve the quality of legal representation being provided to children and families in Georgia dependency cases; and

WHEREAS OCA is empowered to establish policies and procedures necessary to accomplish its purpose (O.C.G.A. § 15-11-743(5)), has the authority to contract as needed to support the work of the advocate (O.C.G.A § 15-11-742(e)), and has the right to access all records related to a child involved with Georgia's child welfare system pursuant to where the child has been placed for care or received treatment (O.C.G.A § 15-11-744(a)(2)); and

WHEREAS the City and Court currently provide attorney representation for children and parents appearing in the Court, and OCA has budgeted funding to conduct the Program in the City to enhance the quality of legal representation and to seek partial reimbursement under Title IV-E of the Social Security Act for costs of legal representation in dependency, termination of parental rights cases, and related cases (e.g., permanent guardianship, legitimation, etc.) as permitted under Title IV-E; and

WHEREAS the City and the Court recognize that permanency is an essential goal of the child welfare system and acknowledge the critical role effective legal representation plays, as shown by ample research, to expedite permanency and achieve positive outcomes for children and youth involved with the child welfare system. As such, the City and Court seek to implement strategies to achieve consistent, high quality legal representation in dependency cases in order to better serve the Muscogee County community; and

WHEREAS OCA, through the Program, assists counties in implementing quality enhancement strategies for dependency legal representation in exchange for operating the administrative and technical aspects of seeking partial reimbursement under Title IV-E of the Social Security Act for expenditures related to legal representation of children and parents in dependency cases.

NOW, THEREFORE, IN CONSIDERATION of their mutual promises and set forth in this intergovernmental AGREEMENT, pursuant to the intergovernmental contract clause of the Georgia Constitution of 1983, Article IX, Section III, Paragraph I, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purpose of the AGREEMENT. This AGREEMENT memorializes the understanding between OCA, the City, and the Court of the intention to secure Title IV-E reimbursement funding to support or offset the costs of implementation of customized strategies to better support dependency attorneys and to assure and enhance the quality of legal representation provided to children and parents in dependency cases and related proceedings.

2. Period of AGREEMENT. This AGREEMENT shall be effective as of July 1, 2026, and shall continue in force and effect until June 30, 2028. This AGREEMENT may be extended by mutual agreement of the parties in writing, in accordance with their respective policies, and for a total length of time which shall not exceed the limitation provided in the intergovernmental contract clause of the Georgia Constitution.

3. Responsibilities and Acknowledgements.

A. Shared Responsibilities: To create and implement strategies to improve legal representation of children and parents, the City, the Court, and OCA shall:

- i. Assess strengths and needs and identify specific strategies to support Muscogee County dependency attorneys and to enhance the quality of legal representation provided to children and parents in dependency and related cases. These strategies will be documented in the QLR Site Quality Enhancement Plan (QEP) and will provide the framework for the City's quarterly reports. The QEP shall not affect the authority of the Court to appoint or remove a participating attorney from a particular case or cases or supplant procedures related to violations of the Georgia Bar Rules;
- ii. Implement a process for case assignment/docketing based on a one judge, one team approach where feasible;
- iii. Ensure the system of dependency attorney employment, payment, and oversight is independent of the Court or other parties to the litigation and does not otherwise create conflicts of interest;
- iv. Assess current attorney caseloads and establish targets, if needed, for reasonable caseloads within the City to be achieved by an agreed upon time frame, taking into account funding and resources needed to reduce caseloads;
- v. Incorporate minimum practice guidelines created or approved by OCA into attorney contracts, policies, and/or administrative orders and develop a local system to monitor and encourage compliance with the guidelines; and
- vi. Facilitate regular opportunities for local stakeholder feedback and partnership designed to improve representation and sustain positive impacts of the Program.

B. The City shall:

- i. Provide legal representation for children and parents in all dependency, TPR, and related child welfare cases in juvenile court as required by law;
- ii. Assist as needed with data collection to evaluate any aspect of the Program;
- iii. Require contract attorneys to submit invoices separating dependency expenses from other representation expenses to ensure that only allowable expenses are submitted for reimbursement;
- iv. Collect and provide OCA with data on the City's expenditures for representation, as requested by OCA, and certify the accuracy of expenses for purposes of obtaining reimbursement;
- v. Track the City's use of IV-E reimbursement funds and certify and ensure at all times that IV-E reimbursement funds are kept separate and are not commingled with funding sources for legal representation expenditures submitted in future IV-E claims; and
- vi. Reimburse OCA for any IV-E funds received that are subsequently disallowed by the responsible authorities at the State or Federal level.

C. The Court shall:

- i. Allow OCA and its contractors full access to court proceedings and files (whether in paper or electronic form) to allow for evaluation of attorneys and of the Program;
- ii. Work with OCA to allow for scheduling of initial and ongoing training of attorneys in the Program as set forth in the City QEP;
- iii. Ensure that all dependency Court Orders are timely executed and filed; and
- iv. Execute any standing orders or internal protocols necessary to effectively implement elements of the Program during the period of this AGREEMENT.

D. OCA shall:

- i. Provide the City with 80% of the Title IV-E funds reimbursed from the City's expenditures on dependency representation;
- ii. Provide training and expertise on the Title IV-E reimbursement process to employees designated by the City and to dependency attorneys;
- iii. Provide legal training to attorneys as agreed with the City and Court;
- iv. Provide practice resources, training, and ongoing technical assistance to dependency attorneys employed by the City and participating in the Program as such resources are developed and become available through OCA;
- v. Provide technical assistance to the City to develop its QEP and to otherwise assure and enhance the quality of representation provided in the Program;
- vi. Determine and implement methods to measure outcomes of the Program; and
- vii. Retain 20% of the Title IV-E funds reimbursed for costs of management of the Program.

- 4. Notice and Liaisons.** The parties will coordinate and conduct communications through their respective Liaisons identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective Liaisons will be deemed communications and notices from the party. Either party may designate a new Liaison, indefinitely, for a stated time period, or for certain designated matters.

For OCA:	For the City:
Jerry Bruce	Tyson Begly, City Manager

Director of the Office of the Child Advocate	Columbus Consolidated Government
2 Capitol Square SW	1111 First Avenue, 4 th Floor
Atlanta, GA 30334	Columbus, GA 31901
jbruce@oca.ga.gov	Begly.tyson@columbusga.org
404-656-4200	706-225-4184
For the Court:	
Amy Walters, Presiding Judge	
Juvenile Courts of the Chattahoochee Circuit	
John D. Allen Judicial Center, 7 th Floor	
100 Tenth Street, Columbus, GA 31901	
Walters.amy@columbusga.org	
706-225-4290	

5. **Termination.** This AGREEMENT may be terminated by either party upon thirty (30) days written notice. Written notice shall be given to the Liaisons listed in Section 4 above.
6. **Amendment.** This AGREEMENT may be amended by mutual agreement of the parties by a writing of equal dignity.
7. **Cooperation.** The parties agree to cooperate with each other in the performance of the services under this AGREEMENT including each party providing the other party with timely access to information and resources to meet the objectives of this AGREEMENT. Further, the parties acknowledge that unforeseen issues may arise during the period of this AGREEMENT. The parties agree to work cooperatively to resolve such issues.
8. **Liability.** Each party shall act at its own risk and responsibility. Nothing contained in this AGREEMENT shall make, or shall be construed to make the OCA, the City, or the Court liable to a third party for the debts or obligations of the other.
9. **Confidentiality.** The parties acknowledge that in order to perform their obligations as called for in this AGREEMENT, it may be necessary to disclose to each other certain information considered to be personal, private, or confidential ("Confidential Information"). This information includes but is not limited to confidential child abuse information protected by O.C.G.A. §§ 49-5-40 and 49-5-41, protected health information, and education records. The parties acknowledge that OCA is excepted from these confidentiality statutes insofar as set forth in Title 49 and in O.C.G.A. § 15-11-740 *et al.* Each party agrees that it will hold in confidence, and not disclose to any third party, all information regarding a child or family that it obtains in connection with the Program that is confidential or has been designated confidential by state or federal law.

This obligation of the parties shall not apply, and the receiving party shall have no further obligations, with respect to any Confidential Information to the extent receiving party can demonstrate that such Confidential Information (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this AGREEMENT; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party without use of, reference to, or reliance upon the Confidential Information; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction or

the terms of the Georgia Open Records Act applying all applicable exemptions.

This Confidential Information includes, but is not limited to, all documents, computer programs and documentation, reports, financial and other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials obtained by the City, the Court, and OCA from each other in the course of performing under this AGREEMENT, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by means now known or later developed. Confidential Information includes without limitation records and information (i) that have been marked as proprietary or confidential; (ii) whose confidential nature have been made known by OCA, the Court or the City or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

10. Compliance with Laws. The parties shall perform their obligations hereunder in accordance with all federal, state, and local governmental laws, ordinances, codes, rules, regulations, and licensings now or hereafter in effect, including but not limited to all applicable nondiscrimination and state ethics laws. All such laws and regulations are hereby made part of this AGREEMENT.

11. Time of the Essence; Force Majeure. Time is of the essence of this AGREEMENT. However, no party shall be liable to another party for any delay or failure of performance of service outside the reasonable control of the affected party or parties, including but not limited to technology failures, fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war or other the like.

12. Execution Electronically or by Facsimile. This AGREEMENT may be executed in multiple counterparts, electronically and/or by facsimile, each of which counterpart shall be deemed an original, but all of which shall constitute one and the same AGREEMENT so long as the AGREEMENT is signed by all parties involved. It is sufficient for one party to sign the AGREEMENT and then transmit the AGREEMENT, either electronically or by facsimile, to the other party to sign and complete.

13. Waiver. The failure of any party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall a waiver by a party of any right hereunder at any given time be deemed a waiver thereof for any other time.

14. Entire Agreement. This AGREEMENT contains the entire between the parties with regard to its subject matter and supersedes all other prior and contemporaneous statements and understandings between the parties regarding its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date indicated below their signatures:

THE GEORGIA OFFICE OF THE CHILD ADVOCATE

Jerry Bruce
Director of Office of Child Advocate

Date

CITY OF COLUMBUS

Tyson Begly
City Manager

Date

JUVENILE COURTS OF CHATTAHOOCHEE JUDICIAL CIRCUIT

Hon. Amy C. Walters
Presiding Judge

Date