

AGREEMENT FOR EMPLOYMENT OF LEGAL COUNSEL

AGREEMENT made effective on the 30th day of May, 2024 through the 31st day of May, 2025, between the **DEPARTMENT OF SOCIAL SERVICES OF THE COUNTY OF HUERFANO, STATE OF COLORADO**, “Department”, 121 W. 6th St. Walsenburg, CO 81089 and **CAITLIN A. YOUNG, Esq. as a managing attorney for LAW OFFICE OF CAITLIN A. YOUNG, LLC**, “Attorney” or “Firm”, 136 W Main Street, Suite 201, P. O. Box 1003, Trinidad, Colorado 81082.

WHEREAS, the Employer requires the services of an attorney for legal advice and assistance in legal matters concerning social services, assistance payments, and administrative matters, including actions under the Children’s Code in district and appellate courts, and including matters concerning child support enforcement and collection in which the Department is interested, is petitioner, or intervenes pursuant to the Departments 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 flat rate of \$6,500 for the months of June 2024, July 2024, and August 2024. After August 2024, and each month thereafter, the flat rate shall be \$8,000 per month. This rate is to be charged for attorney time and includes all overhead charges, travel time, travel mileage to court, and charges for the ancillary services of secretaries, paralegals, and other personnel.

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.

3. That payments shall be made monthly to the Attorney upon the Department’s receipt of an invoice. Although this is a flat fee agreement, an invoice with itemized services performed pursuant to this Agreement may be requested at any time.

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. The Attorney(s) may attend continuing legal education classes at the County Attorneys' Convention with the Social Services Breakout Session. That the Department of Social Services agrees to pay for the cost of tuition, room, board and mileage for attorney to the same. That attorney(s) shall not be paid above the flat fee listed above for time while attending said seminar.

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

HUERFANO COUNTY, COLORADO
DEPARTMENT OF SOCIAL SERVICES

JOHN GALUSHA
CHAIRMAN, BOARD OF COMMISSIONERS

LAW OFFICE OF CAITLIN A. YOUNG, LLC

By: _____
CAITLIN A. YOUNG, ESQ. #55068