

**FORSYTH COUNTY  
BOARD OF COMMISSIONERS**

**BRIEFING  
DRAFT**

MEETING DATE: September 6, 2018

AGENDA ITEM NUMBER: 5 A-E

**SUBJECT:**

- A. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY, THE DISTRICT ATTORNEY, AND THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS TO HIRE AN ASSISTANT DISTRICT ATTORNEY TO ADDRESS THE EXPANDING DOMESTIC VIOLENCE CASELOAD IN THE 21<sup>ST</sup> PROSECUTORIAL DISTRICT**
- B. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY, THE DISTRICT ATTORNEY, AND THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS TO HIRE ONE LEGAL ASSISTANT I AND ONE DISTRICT ATTORNEY LEGAL ASSISTANT TO ADDRESS THE EXPANDING DOMESTIC VIOLENCE CASELOAD IN THE 21<sup>ST</sup> PROSECUTORIAL DISTRICT**
- C. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY, THE DISTRICT ATTORNEY, AND THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS TO HIRE A LEGAL ASSISTANT II TO ADDRESS THE EXPANDING DOMESTIC VIOLENCE CASELOAD IN THE 21<sup>ST</sup> PROSECUTORIAL DISTRICT**
- D. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY, THE CLERK OF SUPERIOR COURT, AND THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS TO HIRE A DEPUTY CLERK TO ADDRESS THE EXPANDING DOMESTIC VIOLENCE CASELOAD IN FORSYTH COUNTY**
- E. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY, THE CHIEF DISTRICT COURT JUDGE, AND THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS TO HIRE A DEFERRED PAYMENT COORDINATOR TO COORDINATE RECEIPT OF OUTSTANDING PAYMENTS DUE TO THE COURTS OF THE 21<sup>ST</sup> JUDICIAL DISTRICT**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**

Throughout the past several fiscal years, as grant funding has gone away, the Board of Commissioners has funded several positions that are traditionally state-funded positions to address domestic violence in Forsyth County as well as one position to address the jail population.

A study of Court Services was completed in FY 18 that included four recommendations to streamline and enhance County funding of the Safe on Seven program. One of the recommendations was to work with the District Attorney and the Clerk of Court to discuss elimination of local funding of these positions in order to fund other positions consistent with the Guilford model Family Justice Center. A workgroup has been meeting that has included staff from the County, the District Attorney's Office, the Clerk of Court's Office, Family Services, and others to continue work on the Court Services study and the efforts to transition Safe on Seven to a more comprehensive Family Justice Center.

The agenda item would allow these contracts for the Administrative Office of the Courts positions to be executed for Fiscal Year 2019 with the understanding that the discussion and negotiation with the District Attorney's Office and the Clerk of Court's Office will take place prior to the Fiscal Year 2020 budget process. All of these positions are funded 100% by the County except the Legal Assistant II which is funded by a grant with the Governor's Crime Commission.

**SUMMARY OF INFORMATION:**

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_ COUNTY MANAGER DATE: \_\_\_\_\_

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN FORSYTH COUNTY, THE DISTRICT ATTORNEY, AND THE  
NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS  
TO HIRE AN ASSISTANT DISTRICT ATTORNEY TO ADDRESS THE EXPANDING  
DOMESTIC VIOLENCE CASELOAD IN THE 21<sup>ST</sup> PROSECUTORIAL DISTRICT**

**WHEREAS**, Forsyth County has appropriated funds for the District Attorney to hire an Assistant District Attorney to address the expanding domestic violence caseload in the 21<sup>st</sup> Prosecutorial District; and

**WHEREAS**, under the terms of the agreement, Forsyth County agrees to pay the North Carolina Administrative Office of the Courts (NCAOC) on behalf of the District Attorney the amounts specified therein to hire an Assistant District Attorney, and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position; and

**WHEREAS**, in addition to the direct personnel costs, Forsyth County will be responsible under the contract for operating and related costs and unforeseen expenses for unemployment, workers compensation, and disability claims associated with the position, which may increase the County's financial obligation above and beyond the base amount of the contract; and

**WHEREAS**, the County Manager has made the Board of Commissioners aware of the potential additional expenses associated with the position and the Board is willing to hire the employee to address the expanding domestic violence caseload;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached agreement between Forsyth County, the District Attorney, and the North Carolina Administrative Office of the Courts in the amount of \$66,260 to hire an Assistant District Attorney to address the expanding domestic violence caseload in the 21<sup>st</sup> Prosecutorial District, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract #2019-0182-00 is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute on behalf of Forsyth County subsequent contracts or contract amendments for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this the 6<sup>th</sup> day of September 2018.

**RESOLUTION AUTHORIZING EXECUTION OF  
AN AGREEMENT BETWEEN FORSYTH COUNTY, THE DISTRICT  
ATTORNEY, AND THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF  
THE COURTS TO HIRE ONE LEGAL ASSISTANT I AND ONE  
DISTRICT ATTORNEY LEGAL ASSISTANT TO ADDRESS THE  
EXPANDING DOMESTIC VIOLENCE CASELOAD IN  
THE 21<sup>ST</sup> PROSECUTORIAL DISTRICT**

**WHEREAS**, Forsyth County has appropriated funds to implement a program of expediting domestic violence cases by hiring one Legal Assistant I and one District Attorney Legal Assistant to address the expanding domestic violence caseload in the 21<sup>st</sup> Prosecutorial District; and

**WHEREAS**, under the terms of the agreement, Forsyth County agrees to pay the North Carolina Administrative Office of the Courts (NCAOC) on behalf of the District Attorney the amounts specified therein to hire one Legal Assistant I and one District Attorney Legal Assistant, and the NCAOC agrees to administer the funds on behalf of the District Attorney for the positions; and

**WHEREAS**, in addition to the direct personnel costs, Forsyth County will be responsible under the contract for operating and related costs and unforeseen expenses for unemployment, workers compensation, and disability claims associated with the positions, which may increase the County's financial obligation above and beyond the base amount of the contract; and

**WHEREAS**, the County Manager has made the Board of Commissioners aware of the potential additional expenses associated with the position and the Board is willing to hire the employees to address the expanding domestic violence caseload;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached agreement between Forsyth County, the District Attorney, and the North Carolina Administrative Office of the Courts in the amount of \$110,491 to hire one Legal Assistant I and one District Attorney Legal Assistant to address the expanding domestic violence caseload in the 21<sup>st</sup> Prosecutorial District, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract #2019-0183-00 is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute on behalf of Forsyth County subsequent contracts or contract amendments for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this the 6<sup>th</sup> day of September 2018.

**RESOLUTION AUTHORIZING EXECUTION OF  
AN AGREEMENT BETWEEN FORSYTH COUNTY, THE DISTRICT  
ATTORNEY, AND THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF  
THE COURTS TO HIRE A LEGAL ASSISTANT II TO ADDRESS THE  
EXPANDING DOMESTIC VIOLENCE CASELOAD IN THE  
21<sup>ST</sup> PROSECUTORIAL DISTRICT**

**WHEREAS**, Forsyth County has received a grant from the N.C. Department of Public Safety, Governor's Crime Commission Division to implement a program of expediting domestic violence cases by hiring a Legal Assistant II to address the expanding domestic violence caseload in the 21<sup>st</sup> Prosecutorial District; and

**WHEREAS**, under the terms of the agreement, Forsyth County agrees to pay the North Carolina Administrative Office of the Courts (NCAOC) on behalf of the District Attorney the amounts specified therein to hire a Legal Assistant II, and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position; and

**WHEREAS**, in addition to the direct personnel costs, Forsyth County will be responsible under the contract for operating and related costs and unforeseen expenses for unemployment, workers compensation, and disability claims associated with the position, which may increase the County's financial obligation above and beyond the base amount of the contract; and

**WHEREAS**, the County Manager has made the Board of Commissioners aware of the potential additional expenses associated with the position and the Board is willing to hire the employee to address the expanding domestic violence caseload;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached agreement between Forsyth County, the District Attorney, and the North Carolina Administrative Office of the Courts in the amount of \$53,270 to hire a Legal Assistant II to address the expanding domestic violence caseload in the 21<sup>st</sup> Prosecutorial District, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract #2019-0124-00 is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute on behalf of Forsyth County subsequent contracts or contract amendments for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this the 6<sup>th</sup> day of September 2018.

**RESOLUTION AUTHORIZING EXECUTION OF  
AN AGREEMENT BETWEEN FORSYTH COUNTY, THE CLERK OF  
SUPERIOR COURT, AND THE NORTH CAROLINA ADMINISTRATIVE  
OFFICE OF THE COURTS TO HIRE A DEPUTY CLERK TO ADDRESS THE  
EXPANDING DOMESTIC VIOLENCE CASELOAD IN FORSYTH COUNTY**

**WHEREAS**, Forsyth County has appropriated funds to allow the Chief District Court Judge to hire a Deputy Clerk to address the expanding domestic violence caseload in Forsyth County; and

**WHEREAS**, under the terms of the agreement, Forsyth County agrees to pay the North Carolina Administrative Office of the Courts (NCAOC) on behalf of the Clerk of Superior Court the amounts specified therein to hire a Deputy Clerk, and the NCAOC agrees to administer the funds on behalf of the Clerk of Superior Court for the position; and

**WHEREAS**, in addition to the direct personnel costs, Forsyth County will be responsible under the contract for operating and related costs and unforeseen expenses for unemployment, workers compensation, and disability claims associated with the position, which may increase the County's financial obligation above and beyond the base amount of the contract; and

**WHEREAS**, the County Manager has made the Board of Commissioners aware of the potential additional expenses associated with the position and the Board is willing to hire the employee to address the expanding domestic violence caseload;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached agreement between Forsyth County, the Clerk of Superior Court, and the North Carolina Administrative Office of the Courts in the amount of \$50,455 to hire a Deputy Clerk to address the expanding domestic violence caseload in Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract #2019-0184-00 is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute on behalf of Forsyth County subsequent contracts or contract amendments for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this the 6<sup>th</sup> day of September 2018.

**RESOLUTION AUTHORIZING EXECUTION OF  
AN AGREEMENT BETWEEN FORSYTH COUNTY, THE CHIEF DISTRICT  
COURT JUDGE, AND THE NORTH CAROLINA ADMINISTRATIVE OFFICE  
OF THE COURTS TO HIRE A DEFERRED PAYMENT COORDINATOR TO  
COORDINATE RECEIPT OF OUTSTANDING PAYMENTS DUE TO THE  
COURTS OF THE 21<sup>ST</sup> JUDICIAL DISTRICT**

**WHEREAS**, Forsyth County has appropriated funds to allow the Chief District Court Judge to hire a Deferred Payment Coordinator to coordinate receipt of outstanding payments due to the Courts of the 21<sup>st</sup> Judicial District; and

**WHEREAS**, under the terms of the agreement, Forsyth County agrees to pay the North Carolina Administrative Office of the Courts (NCAOC) on behalf of the Chief District Court Judge the amounts specified therein to hire a Deferred Payment Coordinator, and the NCAOC agrees to administer the funds on behalf of the Chief District Court Judge for the position; and

**WHEREAS**, in addition to the direct personnel costs, Forsyth County will be responsible under the contract for operating and related costs and unforeseen expenses for unemployment, workers compensation, and disability claims associated with the position, which may increase the County's financial obligation above and beyond the base amount of the contract; and

**WHEREAS**, the County Manager has made the Board of Commissioners aware of the potential additional expenses associated with the position and the Board is willing to hire the employee to coordinate receipt of outstanding payments due to the Courts of the 21<sup>st</sup> Judicial District;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached agreement between Forsyth County, the Chief District Court Judge, and the North Carolina Administrative Office of the Courts in the amount of \$60,183 to hire a Deferred Payment Coordinator to coordinate receipt of outstanding payments due to the Courts of the 21<sup>st</sup> Judicial District, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract #2019-0151-00 is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute on behalf of Forsyth County subsequent contracts or contract amendments for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this the 6th day of September 2018.

**NORTH CAROLINA**

**FORSYTH COUNTY**

**THIS AGREEMENT** is made and entered into, as of the date of the last signature below (the "Effective Date") by and between **Forsyth County** (hereinafter "the County"); **James O'Neill**, District Attorney, 21st Prosecutorial District (hereinafter "the District Attorney"); and the **North Carolina Administrative Office of the Courts** (hereinafter "the NCAOC").

**WITNESSETH**

**THAT WHEREAS**, the District Attorney has applied to the NCAOC Director, pursuant to G.S. 7A-64, for authority to enter into a contract with the County to hire an Assistant District Attorney to address the domestic violence caseload in the 21st Prosecutorial District;

**WHEREAS**, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving drug offenses, domestic violence, or other offenses involving a threat to public safety;

**WHEREAS**, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for the position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

**WHEREAS**, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving drug offenses, domestic violence, or other offenses involving a threat to public safety within the meaning of that statute;

**WHEREAS**, the County desires to pay to the NCAOC on behalf of the District Attorney the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A;

**WHEREAS**, the NCAOC is responsible for administering the receipts and expenditures of the judicial branch, including the office of the District Attorney; and

**WHEREAS**, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position shown in Appendix A.



**THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:**

1. The term of this Agreement shall be for a period of one year, beginning on July 1, 2018 and terminating on June 30, 2019, or until funds are depleted, whichever occurs first.
2. The employee under this contract will be the employee of the District Attorney for all purposes, and shall be hired by and work under the supervision and direction of the District Attorney for the 21st Prosecutorial District.
3. The County will be responsible for paying the personnel and operating costs as budgeted and approved by the County Board of Commissioners and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, District Attorney, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The District Attorney shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices, using space already provided by the County. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this MOA, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.
4. The County shall provide funds to the NCAOC Deputy Director for Financial Services as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The County agrees to provide to the NCAOC all operating costs associated with the positions in this MOA in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Divisions, as outlined in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

7. The County agrees that it will increase the payments under this MOA by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this MOA, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.
- a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
  - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
  - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
  - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
8. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase worker's compensation insurance to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for

insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

9. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. Upon request, the NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation.
10. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing to the other parties or by mutual consent of all of the parties.
11. The District Attorney shall immediately advise the County in writing if the position is vacated without a replacement. Said vacancy will suspend this Agreement until the position is filled.
12. It is understood and agreed between the County, the District Attorney, and the NCAOC that the extension or renewal of the payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.
13. It is understood and agreed between the County, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.
14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.
15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.


**IN WITNESS WHEREOF**, the parties or their duly authorized representatives have executed this Agreement, in triplicate originals, as of the Effective Date first written below. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing him to execute this contract on behalf of the County.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FORSYTH COUNTY**

BY: \_\_\_\_\_  
J. Dudley Watts, Jr., County Manager

**DISTRICT ATTORNEY  
21st PROSECUTORIAL DISTRICT**

BY:  \_\_\_\_\_  
James R. O'Neill

**NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS**

BY: \_\_\_\_\_  
Judge Marion R. Warren, Director

**APPENDIX A**

**Estimated Contract/Grant Cost**

06/05/18

Invoices will be based on actual, not estimated, costs.

**Position Title: ASSISTANT DISTRICT ATTORNEY (2091-2123)**

		<b>FY 2019 Original</b>	<b>FY 2019 Adjust- ments</b>	<b>Projected FY 2019 Costs</b>
<b>Salary &amp; Longevity</b>		45,366		45,366
<b>Social Security 7.65%</b>		3,471		3,471
<b>Retirement &amp; Long-Term Disability 18.44%</b>		8,366		8,366
<b>Health Insurance</b>		6,250		6,250
<b>Workers' Compensation</b>		227		227
<b>Unemployment</b>		1,000		1,000
<b>Office Supplies</b>		300		300
<b>Postage</b>		0		0 3
<b>Training/Conference Registration Fees</b>		590	-590	0 1
<b>Other Administrative Expenses</b>		500	-500	0 2
<b>Law Books</b>		500	-500	0 3
<b>Expert Witness Fees</b>		5,000	-5,000	0 3
<b>Transcripts, Records, Briefs</b>		3,000	-3,000	0 3
<b>Court Exhibits</b>		1,000	-1,000	0 3
<b>Office Equipment</b>	N/R	858	-858	0 3
Dictation unit	\$498			
File cabinet	\$360			
<b>Hardware, Software, Support Services</b>		788		788
<b>Scanner</b>	N/R	1,463	-1,463	0 3
<b>Telecommunications</b>				
Equipment, wiring, installation	N/R	600	-600	0 3
Phone line		285		285
Data connectivity		207		207
<b>In-State Travel</b>				
Ground Transportation		705	-705	0 1
Lodging (3 days x \$75/day)		225	-225	0 1
Meals (3 days x \$36.35/day)		109	-109	0 1
<b>Total Cost: Year 1</b>		<b>\$80,810</b>	<b>-\$14,550</b>	<b>\$66,260</b>
<b>Total Recurring Cost</b>		<b>\$77,889</b>	<b>-\$11,629</b>	<b>\$66,260</b>
<b>Total Non-Recurring Cost</b>		<b>\$2,921</b>	<b>-\$2,921</b>	<b>\$0</b>

Non-recurring (N/R) costs are incurred when a new position is created or existing equipment is replaced.

1 County or other grant funding will reimburse employee directly for travel.

2 AOC waives recoupment in this fiscal year.

3 Expenses not anticipated in this fiscal year.

**NORTH CAROLINA**

**FORSYTH COUNTY**

**THIS AGREEMENT** is made and entered into by and between **Forsyth County** (hereinafter “the County”); **James O’Neill**, District Attorney, 21st Prosecutorial District (hereinafter “the District Attorney”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”).

**WITNESSETH**

**THAT WHEREAS**, the District Attorney has applied to the NCAOC Director, pursuant to G.S. 7A-64, for authority to enter into a contract with the County to hire Legal Assistants to address the domestic violence caseload in the 21st Prosecutorial District;

**WHEREAS**, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving drug offenses, domestic violence, or other offenses involving a threat to public safety;

**WHEREAS**, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for each position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

**WHEREAS**, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving drug offenses, domestic violence, or other offenses involving a threat to public safety within the meaning of that statute;

**WHEREAS**, the County desires to pay to the NCAOC on behalf of the District Attorney the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A;

**WHEREAS**, the NCAOC is responsible for administering the receipts and expenditures of the judicial branch, including the office of the District Attorney; and

**WHEREAS**, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the positions shown in Appendix A.

**THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:**

1. The term of this Agreement shall be for a period of one year, beginning on July 1, 2018 and terminating on June 30, 2019.
2. The employees under this contract will be the employees of the District Attorney for all purposes, and shall be hired by and work under the supervision and direction of the District Attorney for the 21st Prosecutorial District.
3. The County will be responsible for paying the personnel and operating costs as budgeted and approved by the County Board of Commissioners and other related costs that may arise. Any changes in salary shall be communicated in writing to the County Manager, District Attorney, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The District Attorney shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices, using space already provided by the County. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this MOA, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.
4. The County shall provide funds to the NCAOC Deputy Director for Financial Services as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The County agrees to provide to the NCAOC all operating costs associated with these positions in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as outlined in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

7. The County agrees that it will increase the payments under this MOA by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this MOA, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.
  - a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
  - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
  - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
  - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
  
8. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase worker's compensation insurance to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for



- insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.
9. The NCAOC and the County shall maintain appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.
  10. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing to the other parties or by mutual consent of all of the parties.
  11. The District Attorney shall immediately advise the County in writing if any of the positions are vacated without a replacement. Said vacancy will suspend this Agreement until the position is filled.
  12. It is understood and agreed between the County, the District Attorney, and the NCAOC that the renewal or extension of payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.
  13. It is understood and agreed between the County, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.
  14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.
  15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

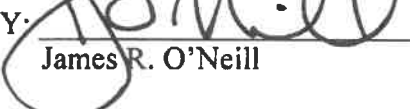
**IN WITNESS WHEREOF**, the parties or their duly authorized representatives have executed this Agreement, in triplicate originals, as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing him to execute this contract on behalf of the County.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**FORSYTH COUNTY**

BY: \_\_\_\_\_  
J. Dudley Watts, Jr., County Manager

**DISTRICT ATTORNEY  
21st PROSECUTORIAL DISTRICT**

BY:  \_\_\_\_\_  
James R. O'Neill

**NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS**

BY: \_\_\_\_\_  
Judge Marion R. Warren, Director

**APPENDIX A**

**Estimated Contract/Grant Cost**

03/08/18

Invoices will be based on actual, not estimated, costs.

**Position Title: LEGAL ASSISTANT I (2091-3333)**

	<b>FY 2019 Original</b>	<b>FY 2019 Adjust- ments</b>	<b>Projected FY 2019 Costs</b>
<b>Salary &amp; Longevity</b>	38,330		38,330
<b>Social Security 7.65%</b>	2,933		2,933
<b>Retirement &amp; Long-Term Disability 18.44%</b>	7,069		7,069
<b>Health Insurance</b>	6,250		6,250
<b>Workers' Compensation</b>	192		192
<b>Unemployment</b>	1,000		1,000
<b>Office Supplies</b>	300		300
<b>Postage</b>	0		0 2
<b>Training/Conference Registration Fees</b>	545	-545	0 1
<b>Other Administrative Expenses</b>	500	-500	0 2
<b>Office Equipment</b>			
File cabinet	N/R	360	-360 0 3
Supply cabinet	N/R	220	-220 0 3
Telephone answering machine	N/R	55	-55 0 3
Desk calculator	N/R	70	-70 0 3
<b>Hardware, Software, Support Services</b>	788		788
<b>Scanner</b>	N/R	1,463	-1,463 0 3
<b>Telecommunications</b>			
Equipment, wiring, installation	N/R	600	-600 0 3
Phone line		286	285
Data connectivity		208	207
<b>In-State Travel</b>			
Mileage (1410 miles x \$0.50/mile)		705	-705 0 1
Lodging (3 days x \$75/day)		225	-225 0 1
Meals (3 days x \$36.35/day)		109	-109 0 1
<b>Total Cost</b>	\$62,208	-\$4,852	\$57,354
<b>Total Recurring Cost</b>	\$59,440	-\$2,084	\$57,354
<b>Total Non-Recurring Cost</b>	\$2,768	-\$2,768	\$0

Non-recurring (N/R) costs are incurred when a new position is created or equipment is purchased or replaced.

1 County or other grant funding will reimburse employee directly for travel expenses.

2 AOC waives recoupment in this fiscal year.

3 Expenses not anticipated in this fiscal year.

**APPENDIX A**

**Estimated Contract/Grant Cost**

03/08/18

Invoices will be based on actual, not estimated, costs.

**Position Title: DA LEGAL ASSISTANT (2091-3333)**

	<b>FY 2019 Original</b>	<b>FY 2019 Adjust- ments</b>	<b>Projected FY 2019 Costs</b>	
<b>Salary &amp; Longevity</b>	35,000		35,000	
<b>Social Security 7.65%</b>	2,678		2,678	
<b>Retirement &amp; Long-Term Disability 18.44%</b>	6,454		6,454	
<b>Health Insurance</b>	6,250		6,250	
<b>Workers' Compensation</b>	175		175	
<b>Unemployment</b>	1,000		1,000	
<b>Office Supplies</b>	300		300	
<b>Postage</b>	0		0	
<b>Training/Conference Registration Fees</b>	545	-545	0 1	
<b>Other Administrative Expenses</b>	500	-500	0 2	
<b>Office Equipment</b>				
File cabinet	N/R	360	-360	0 3
Supply cabinet	N/R	220	-220	0 3
Telephone answering machine	N/R	55	-55	0 3
Desk calculator	N/R	70	-70	0 3
<b>Hardware, Software, Support Services</b>	788		788	
<b>Scanner</b>	N/R	1,463	-1,463	0 3
<b>Telecommunications</b>				
Equipment, wiring, installation	N/R	600	-600	0 3
Phone line		286		285
Data connectivity		208		207
<b>In-State Travel</b>				
Mileage (1410 miles x \$0.50/mile)	705	-705	0 1	
Lodging (3 days x \$75/day)	225	-225	0 1	
Meals (3 days x \$36.35/day)	109	-109	0 1	
	<b>Total Cost</b>	\$57,991	-\$4,852	<b>\$53,137</b>
	<b>Total Recurring Cost</b>	\$55,223	-\$2,084	<b>\$53,137</b>
	<b>Total Non-Recurring Cost</b>	\$2,768	-\$2,768	<b>\$0</b>

Non-recurring (N/R) costs are incurred when a new position is created or equipment is purchased or replaced.

1 County or other grant funding will reimburse employee directly for travel expenses.

2 AOC waives recoupment in this fiscal year.

3 Expenses not anticipated in this fiscal year.

**NORTH CAROLINA**

**FORSYTH COUNTY**

**THIS AGREEMENT** is made and entered into, as of the date of the last signature below (the "Effective Date") by and between **Forsyth County** (hereinafter "the County"); **James O'Neill**, District Attorney, 21st Prosecutorial District (hereinafter "the District Attorney"); and the **North Carolina Administrative Office of the Courts** (hereinafter "the NCAOC").

**WITNESSETH**

**THAT WHEREAS**, the District Attorney has applied to the NCAOC Director, pursuant to G.S. 7A-64, for authority to enter into a contract with the County to hire a Legal Assistant to address the domestic violence caseload in the 21st Prosecutorial District;

**WHEREAS**, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving drug offenses, domestic violence, or other offenses involving a threat to public safety;

**WHEREAS**, the County has appropriated funds, pursuant to a grant from the NC Department of Public Safety, Governor's Crime Commission Division (GCC), to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for the position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

**WHEREAS**, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of drug offenses, domestic violence, or other offenses involving a threat to public safety within the meaning of that statute;

**WHEREAS**, the County is willing to pass through to the NCAOC from the above-referenced GCC grant the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A;

**WHEREAS**, the NCAOC is responsible for administering the receipts and expenditures of the judicial branch, including the office of the District Attorney; and

**WHEREAS**, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to pass through GCC funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position shown in Appendix A.

**THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:**

1. The term of this Agreement shall be for a period of one year, beginning on July 1, 2018 and terminating on June 30, 2019.
2. The employee under this contract will be the employee of the District Attorney for all purposes, and shall be hired by and work under the supervision and direction of the District Attorney of the 21st Prosecutorial District.
3. The County will be responsible for paying the personnel and operating costs as budgeted and approved by the County Board of Commissioners and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, District Attorney, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The District Attorney shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices, using space already provided by the County. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this MOA, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.
4. The County shall provide funds to the NCAOC Deputy Director for Financial Services as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The County agrees to provide pass-through GCC funds to the NCAOC for all operating costs associated with the position in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as outlined in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using pass-through funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

7. The County agrees that it will increase the payments under this MOA by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this MOA, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.
- a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
  - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
  - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
  - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
8. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase worker's compensation insurance to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to

the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

9. The NCAOC and the County shall maintain appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.
10. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing to the other parties or by mutual consent of all of the parties.
11. The District Attorney shall immediately advise the County in writing if the position is vacated without a replacement. Said vacancy will suspend this Agreement until the position is filled.
12. It is understood and agreed between the County, the District Attorney, and the NCAOC that the renewal or extension of payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of pass-through GCC funding by the County.
13. It is understood and agreed between the County, District Attorney, and NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.
14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.
15. This Agreement, including Appendix A attached, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.




**IN WITNESS WHEREOF**, the parties or their duly authorized representatives have executed this Agreement, in triplicate originals, as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing him to execute this contract on behalf of the County.

This the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**FORSYTH COUNTY**

BY: \_\_\_\_\_  
J. Dudley Watts, Jr., County Manager

**DISTRICT ATTORNEY  
21st PROSECUTORIAL DISTRICT**

BY:   
James R. O'Neill

**NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS**

BY: \_\_\_\_\_  
Judge Marion R. Warren, Director

**APPENDIX A**

**Estimated Contract/Grant Cost**

03/08/18

Invoices will be based on actual, not estimated, costs.

**Position Title: LEGAL ASSISTANT II (2100-2760)**

	<b>FY 2019 Original</b>	<b>FY 2019 Adjust- ments</b>	<b>Projected FY 2019 Costs</b>	
<b>Salary &amp; Longevity</b>	35,104		<b>35,104</b>	
<b>Social Security 7.65%</b>	2,686		<b>2,686</b>	
<b>Retirement &amp; Long-Term Disability 18.44%</b>	6,474		<b>6,474</b>	
<b>Health Insurance</b>	6,250		<b>6,250</b>	
<b>Workers' Compensation</b>	176		<b>176</b>	
<b>Unemployment</b>	1,000		<b>1,000</b>	
<b>Office Supplies</b>	300		<b>300</b>	
<b>Postage</b>	0		<b>0 3</b>	
<b>Conference/Training Registration Fees</b>	545	-545	<b>0 1</b>	
<b>Other Administrative Expenses</b>	500	-500	<b>0 2</b>	
<b>Office Equipment</b>				
File cabinet	N/R	360	-360	<b>0 3</b>
Supply cabinet	N/R	220	-220	<b>0 3</b>
Telephone answering machine	N/R	55	-55	<b>0 3</b>
Desk calculator	N/R	70	-70	<b>0 3</b>
<b>Hardware, Software, Support Services</b>	788		<b>788</b>	
<b>Scanner</b>	N/R	1,463	-1,463	<b>0 3</b>
<b>CD/DVD Duplicator</b>	N/R	713	-713	<b>0 3</b>
<b>Telecommunications</b>				
Equipment, wiring, installation	N/R	600	-600	<b>0 3</b>
Phone line		286		<b>285</b>
Data connectivity		208		<b>207</b>
<b>In-State Travel</b>				
Mileage (1410 miles x \$0.50/mile)		705	-705	<b>0 1</b>
Lodging (3 days x \$75/day)		225	-225	<b>0 1</b>
Meals (3 days x \$36.35/day)		109	-109	<b>0 1</b>
<b>Total Cost</b>	<b>\$58,837</b>	<b>-\$5,565</b>	<b>\$53,270</b>	
<b>Total Recurring Cost</b>	<b>\$55,356</b>	<b>-\$2,084</b>	<b>\$53,270</b>	
<b>Total Non-Recurring Cost</b>	<b>\$3,481</b>	<b>-\$3,481</b>	<b>\$0</b>	

Non-recurring (N/R) costs are incurred when a new position is created or equipment is purchased or replaced.

- 1 County or other grant funding will reimburse employee directly for travel expenses.
- 2 AOC waives recoupment in this fiscal year.
- 3 Expenses not anticipated in this fiscal year.

**NORTH CAROLINA**

**FORSYTH COUNTY**

**THIS AGREEMENT** is made and entered into, as of the date of the last signature below (the "Effective Date") by and between **Forsyth County** (hereinafter "the County"); **Susan Frye**, Forsyth County Clerk of Superior Court (hereinafter "the Clerk"); and the **North Carolina Administrative Office of the Courts** (hereinafter "the NCAOC").

**WITNESSETH**

**THAT WHEREAS**, the Clerk has applied to the NCAOC Director, pursuant to G.S. 7A-102, for authority to enter into a contract with the County to hire a Deputy Clerk to address the domestic violence caseload in Forsyth County;

**WHEREAS**, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving drug offenses, domestic violence, or other offenses involving a threat to public safety;

**WHEREAS**, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for the position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

**WHEREAS**, the NCAOC Director has found that the Clerk has made a showing, pursuant to G.S. 7A-102, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving drug offenses, domestic violence, or other offenses involving a threat to public safety within the meaning of that statute;

**WHEREAS**, the County is willing to provide funds to the NCAOC on behalf of the Clerk for use by the Clerk to hire personnel as shown in Appendix A;

**WHEREAS**, the NCAOC is responsible for administering the receipts and expenditures of the judicial branch, including the offices of the Clerk; and

**WHEREAS**, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the Clerk for the position shown in Appendix A.

**THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:**

1. The term of this Agreement shall be for a period of one year, beginning on July 1, 2018 and terminating on June 30, 2019.
2. The employee under this contract will be the employee of the Clerk accordingly for all purposes, and shall be hired by and work under the supervision and direction of the Clerk of Forsyth County.
3. The County will be responsible for providing funds for the personnel and operating costs for the position as budgeted and outlined in Appendix A, and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, the Clerk, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The Clerk shall provide space and furnishings for this position commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) to the Clerk pursuant to this Agreement, but shall not contribute funds or be responsible for any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the position.
4. The County will provide funds to the NCAOC Deputy Director for Financial Services in the amounts shown in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The County agrees to provide funds to the NCAOC for all operating costs associated with the position in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as outlined in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

7. The County agrees that it will increase the payments under this MOA by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this MOA, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.
  - a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
  - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
  - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
  - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
  
8. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase worker's compensation insurance to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers'

compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

9. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. Upon request, the NCAOC shall provide to the County copies of said documentation and the County shall provide to the NCAOC copies of such documentation.
10. This Agreement may be terminated by the County, the NCAOC, or the Clerk upon giving sixty (60) days' notice in writing to the parties or by mutual consent of all of the parties.
11. The Clerk shall immediately advise the County in writing if the position is vacated without a replacement. Said vacancy will suspend this Agreement until the position is filled.
12. It is understood and agreed between the County, the Clerk, and the NCAOC that the renewal or extension of payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funding by the County.
13. It is understood and agreed between the County, the Clerk, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-102 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.
14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.
15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

**IN WITNESS WHEREOF**, the parties or their duly authorized representatives have executed this Agreement, in duplicate originals, as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing him to execute this contract on behalf of the County.

This the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**FORSYTH COUNTY**

BY: \_\_\_\_\_  
J. Dudley Watts, Jr., County Manager

**CLERK OF SUPERIOR COURT  
FORSYTH COUNTY**

BY: Susan S. Frye  
Susan S. Frye

**NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS**

BY: \_\_\_\_\_  
Judge Marion R. Warren, Director

**APPENDIX A**

**Estimated Contract Cost**

03/08/18

Invoices will be based on actual, not estimated, costs.

**Position Title: DEPUTY CLERK (2100-2869)**

	<b>FY 2019 Original</b>	<b>FY 2019 Adjust- ments</b>	<b>Projected FY 2019 Costs</b>
<b>Salary &amp; Longevity</b>	32,496		32,496
<b>Social Security 7.65%</b>	2,486		2,486
<b>Retirement &amp; Long-Term Disability 18.44%</b>	5,993		5,993
<b>Health Insurance</b>	6,250		6,250
<b>Workers' Compensation</b>	162		162
<b>Unemployment</b>	1,000		1,000
<b>Office Supplies</b>	787		787
<b>Postage</b>	0		0
<b>Training/Conference Registration Fees</b>	500	-500	0 <sup>1</sup>
<b>Other Administrative Expenses</b>	500	-500	0 <sup>2</sup>
<b>Office Equipment</b>			
Desk calculator	N/R	70	-70
File cabinet	N/R	360	-360
<b>Hardware, Software, Support Services</b>			
	788		788
<b>Telecommunications</b>			
Equipment, wiring, installation	N/R	600	-600
Phone line		285	285
Data connectivity		207	207
<b>In-State Travel</b>			
Mileage (468 miles x \$0.50/mile)		234	-234
Lodging (4 days x \$75/day)		300	-300
Meals (4 days x \$36.35/day)		145	-145
<b>Total Cost</b>	\$53,164	-\$2,709	\$50,455
<b>Total Recurring Cost</b>	\$52,134	-\$1,679	\$50,455
<b>Total Non-Recurring Cost</b>	\$1,030	-\$1,030	\$0

Non-recurring (N/R) costs are incurred when a new position is created or equipment is purchased or replaced.

<sup>1</sup> County or other grant funding will reimburse employee directly for travel expenses.

<sup>2</sup> AOC waives recoupment in this fiscal year.

<sup>3</sup> Expenses not anticipated in this fiscal year.



**NORTH CAROLINA**

**FORSYTH COUNTY**

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made and entered into, as of the date of the last signature below (the Effective Date”) by and between **Forsyth County** (hereinafter “the County”); **Judge Lisa V. Menefee**, Chief District Court Judge, Judicial District 21 (hereinafter “the Judge”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”).

**WITNESSETH**

**THAT WHEREAS**, the County has agreed to provide funds to allow the Judge to hire one Deferred Payment Coordinator to coordinate receipt of outstanding payments due to the courts in Judicial District 21;

**WHEREAS**, G.S. 7A-300 and 153A-212.1 permit a cooperative arrangement to pay for the compensation and expenses of a Deferred Payment Coordinator listed in Appendix A, which Appendix A is attached herein as if fully set out, which could not otherwise be provided using State funds;

**WHEREAS**, the NCAOC Director has found that the County and Judge have made a showing that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving drug offenses, domestic violence, or other offenses involving a threat to public safety;

**WHEREAS**, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for the position listed in Appendix A;

**WHEREAS**, the NCAOC is responsible for administering the receipts and expenditures of the judicial branch, including the Judge’s office; and

**WHEREAS**, the parties hereto have mutually agreed to the terms of this MOA as hereinafter set out.

**NOW THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer those funds on behalf of the Judge for the position shown in Appendix A.

**THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:**

1. The term of this MOA shall be for a period of one year, beginning on July 1, 2018 and terminating on June 30, 2019.
2. The employee under this MOA will be the employee of the Judge for all purposes, and shall be hired by and work under the supervision and direction of the Judge for Judicial District 21.
3. The County will be responsible for paying the personnel and operating costs for the position as budgeted and outlined in Appendix A, and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, the Judge, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The Judge shall provide space and furnishings for this position commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) to the Judge pursuant to this MOA, but shall not contribute funds or be responsible for any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the position.
4. The County shall provide funds to the NCAOC Deputy Director for Financial Services, in the amount shown in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The County agrees to provide to the NCAOC all operating costs associated with the positions in this MOA in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as outlined in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

7. The County agrees that it will increase the payments under this MOA by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this MOA, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.
  - a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
  - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
  - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
  - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
  
8. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase worker's compensation insurance to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for

insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

9. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this MOA for examination by the Office of the State Auditor. Upon request, the NCAOC shall provide to the County copies of said documentation and the County shall provide to the NCAOC copies of such documentation.
10. This MOA may be terminated by the County, the NCAOC, or the Judge upon giving sixty (60) days' notice in writing to the other parties or by mutual consent of all of the parties.
11. The Judge shall immediately advise the County in writing if this position is vacated without a replacement. Said vacancy will suspend this MOA until the position is filled.
12. It is understood and agreed between the County, the Judge, and the NCAOC that the renewal or extension of payment specified in this MOA is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.
13. It is understood and agreed between the County, the Judge, and the NCAOC that nothing in this MOA shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this MOA.
14. The terms of this MOA may be extended or modified by written amendment executed by all the parties.
15. This MOA, including Appendix A, is the entire agreement among the parties and there are no other agreements, oral, written, expressed or implied.

**IN WITNESS WHEREOF**, the parties or their duly authorized representatives have executed this MOA, in triplicate originals, as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing him to execute this MOA on behalf of the County.

This the 18<sup>th</sup> day of July, 20 18.

**FORSYTH COUNTY**

BY: J. Dudley Watts, Jr.  
J. Dudley Watts, Jr., County Manager

**CHIEF DISTRICT COURT JUDGE  
JUDICIAL DISTRICT 21**

BY: Lisa V. Mehefee  
Judge Lisa V. Mehefee

**NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS**

BY: Marion R. Warren  
Judge Marion R. Warren, Director

**APPENDIX A**

**Estimated Contract/Grant Cost**

03/08/18

Invoices will be based on actual, not estimated, costs.

**Position Title: DEFERRED PAYMENT COORDINATOR**

	<b>FY 2019 Original</b>	<b>FY 2019 Adjust- ments</b>	<b>Projected FY 2019 Costs</b>
<b>Salary &amp; Longevity</b>	40,328		40,328
<b>Social Security 7.65%</b>	3,086		3,086
<b>Retirement &amp; Long-Term Disability 18.44%</b>	7,437		7,437
<b>Health Insurance</b>	6,250		6,250
<b>Workers' Compensation</b>	202		202
<b>Unemployment</b>	1,000		1,000
<b>Office Supplies</b>	600		600
<b>Postage</b>	0		0
<b>Training/Conference Registration Fees</b>	500	-500	0 1
<b>Other Administrative Expenses</b>	500	-500	0 2
<b>Office Equipment</b>			
Desk calculator	N/R	70	-70 3
<b>Hardware, Software, Support Services</b>	788		788
<b>Telecommunications</b>			
Equipment, wiring, installation	N/R	600	-600 3
Phone line	285		285
Data connectivity	207		207
<b>In-State Travel</b>			
Mileage (1410 miles x \$0.50/mile)	705	-705	0 1
Lodging (3 days x \$75/day)	225	-225	0 1
Meals (3 days x \$36.35/day)	109	-109	0 1
<b>Total Cost</b>	\$62,892	-\$2,709	\$60,183
<b>Total Recurring Cost</b>	\$62,222	-\$2,039	\$60,183
<b>Total Non-Recurring Cost</b>	\$670	-\$670	\$0

Non-recurring (N/R) costs are incurred when a new position is created or equipment is purchased or replaced.

1 County or other grant funding will reimburse employee directly for travel.

2 AOC waives recoupment in this fiscal year.

3 Expenses not anticipated in this fiscal year.