

NORTH CAROLINA

BRUNSWICK 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 **Brunswick County** (hereinafter "the County"); **Judge Jason C. Disbrow**, Senior Resident Superior Court Judge, Judicial District 13B (hereinafter "the Judge"); and the **North Carolina Administrative Office of the Courts** (hereinafter "the NCAOC").

WITNESSETH

THAT WHEREAS, the Judge has applied to the NCAOC Director pursuant to G.S. §7A-44.1 for authority to enter into a contract with the County to hire a Trial Court Coordinator to assist in the speedy disposition of cases involving a threat to public safety in Brunswick 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 threats to public safety;

WHEREAS, G.S. §§7A-300 and 153A-212.1 permit a cooperative arrangement to pay for the compensation and expenses of the positions in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out, which could not otherwise be provided using state funds;

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;

WHEREAS, the NCAOC Director has found that the Judge has made a showing, pursuant to G.S. §§7A-44.1 that cases have accumulated on the dockets of Judicial District 13B and there is a need for additional staff to assist in the speedy disposition of those cases involving a threat to public safety or to keep dockets reasonably current;

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

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

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Department, including the offices of the Judge; 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 the funds on behalf of the Judge for the positions shown in Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this Master MOA shall be for a period of one year, beginning on July 1, 2021, and terminating on June 30, 2022.
2. The employees under this contract will be employees of the Judge for all purposes and shall be hired by and work under the supervision and direction of the Judge, accordingly, for the 13th Judicial 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, 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 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 Financial Services Officer 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. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.
10. This MOA may be terminated by the County, the NCAOC, or the Judge upon giving sixty (60) days' notice in writing or by the mutual consent of all of the parties.
11. The Judge shall immediately advise the County in writing if any of the respective positions are vacated without a replacement. Said vacancy may suspend the operation of this MOA for that position until the position is filled.
12. It is understood and agreed between the County, the Judge, and the NCAOC that any renewal or extension of 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 Judge, and the NCAOC that this MOA is entered into pursuant to G.S. §§7A-44.1, 7A-300, and 153A-212.1 and 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. This MOA may be amended by written agreement executed by all the parties, except if the only change is an increase in positions and corresponding costs, then only the County and NCAOC need sign the amendment.
15. This MOA, including Appendix A attached and incorporated herein, is the entire MOA among the parties and there are no other agreements, oral, written, expressed or implied.

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

This the _____ day of _____, 20____.

BRUNSWICK COUNTY

BY: _____
Randell Woodruff, County Manager

**SENIOR RESIDENT SUPERIOR COURT JUDGE,
JUDICIAL DISTRICT 13B**

BY: _____
Judge Jason C. Disbrow



NC ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
Director

Approved as to Form

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Attorney

County Finance Director

APPENDIX A

Estimated Contract Cost

3/18/2021

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

Position Title: TRIAL COURT COORDINATOR

	State FY 2022 Costs
Salary & Longevity (\$78,792 plus 1.5% COLA)	79,974
Social Security 7.65%	6,118
Retirement 22.18%	17,739
Health Insurance	6,600
Workers' Compensation	400
Unemployment	700
Office Supplies	700
Training/Conference Registration Fees	0 1
Law Books	0 1
Hardware, Software, Support Services	828
Telecommunications	
Data infrastructure	492
In-State Travel	
Mileage (500 miles x \$0.54/mile)	270
Lodging (2 days x \$85/day)	170
Meals (2 days x \$41/day)	82
Total Estimated Cost	\$114,073

1 Expenses not anticipated during this fiscal year.