

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Court-related Programs  
Department contract file name (use effective date): NCAOC\_Court Programs\_06052024  
Project Code: NCAOC\_Court Programs 03012023  
Contract type: Contract  
Contracted Services/Goods: truancy case management  
Contract Component: Other  
Change Order Number/Addendum Number: Click here to enter text.  
Vendor Name: NCAOC  
Effective Date: 07012024  
Approved by: County Manager  
Date approved by the BOC: Click here to enter text.  
Ending Date: Click here to enter a date.  
Total Amount: \$10,000

Please Return Contract to:  
Name: Renita Foxx  
Email: renita.foxx@chathamcounty  
nc.gov  
Special Instructions for Clerks  
Office:

2. Department Head or his/her designee has read the contract in its entirety.  
By: [Signature] (Department Head signature required)

3. County Attorney has reviewed and approved the contract   
County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No

If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No   
If budget amendment is necessary, please attach to this form.

7. Approval

- Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.
- Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract  
 The Finance Officer is not required to sign the contract

**NORTH CAROLINA**

**ORANGE/CHATHAM COUNTY**

**THIS AGREEMENT** is made and entered into, by, and between **Chapel Hill-Carrboro City Schools, Chatham County Schools, Orange County Schools, Chatham County, and Orange County**, (hereinafter “the Grantors”); **Judge Samantha Cabe**, Chief District Court Judge, 18th Judicial District (hereinafter “the Judge”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”); (collectively, the “Parties” and individually, a “Party”), effective as of the date the last Party signs below.

**WITNESSETH**

**THAT WHEREAS**, the Grantors have agreed to provide funds to allow the Judge to hire one Student Community Support Liaison to provide liaison services between the local juvenile courts and the three school systems encompassing Judicial District 18;

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

**WHEREAS**, the Grantors have appropriated funds in the amount of \$75,979 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, with \$18,845 contributed by each of the three school systems, \$6,610 by Chatham County, and \$12,833 by Orange County;

**WHEREAS**, the NCAOC Director has found that the Judge has 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 within the meaning of that statute;

**WHEREAS**, the Grantors desire 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 Branch, including the office of the Judge, and agrees to invoice Grantors for expenses in amounts which are proportionate to each Grantor’s contribution, 8.7% for Chatham County, 16.89% for Orange County, and a combined 74.41% for the three school systems; 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 Judge for the position(s) 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 12 months, beginning on July 1, 2024 and terminating on June 30, 2025.
2. The employee(s) under this contract will be the employee(s) of the Judge accordingly for all purposes, and shall be hired by and work under the supervision and direction of the Judge for the 18th Judicial District.
3. The Grantors will be responsible for paying the personnel and operating costs as budgeted and other related costs that may arise. Any changes in salary shall be communicated in writing to the Grantors, 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. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this Agreement, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or Grantors be responsible for the hiring or supervision of the position(s).
4. The Grantors shall provide funds to the NCAOC Chief Fiscal Officer as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 9 below, are unforeseen expenses which are not included in Appendix A and may increase the Grantors' financial obligation above and beyond the base amount indicated in Appendix A, should a claim be filed.
5. All payment of funds must be made electronically via an account with the North Carolina Department of State Treasurer, as established through the NCAOC and the North Carolina Office of the State Controller. After each electronic payment of funds, the Grantors must then notify NCAOC's Cash Management Division via email, [NCJC.FSD.CashManagement@nccourts.org](mailto:NCJC.FSD.CashManagement@nccourts.org), detailing the amount and relevant month for which the payment applies, or by attaching the relevant invoice to the email.
6. The Grantors agree to provide to the NCAOC all operating costs associated with the position(s) in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as shown in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, registration fees, maintenance agreements, general office supplies, telephone service and equipment, personal computer, software, and wiring and installation. Using funds provided by the Grantors, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The Grantors will submit payment upon the receipt of a detailed invoice.
7. The Grantors agree that it will increase the payments under this Agreement 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 Agreement, with each increase to become

effective on the effective date of the relevant increase in compensation or benefits. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the Grantors must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the Grantors do 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 11 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 Grantors agree 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 Branch. The Grantors agree 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. 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 workers' compensation insurance to cover any workers' compensation claims that may be filed in accordance with this Agreement. The Grantors agree 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 Grantors 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 Grantors shall pay any invoice not later than 60 days after the Grantors' receipt of the invoice.
9. The NCAOC and the Grantors 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 Grantors, and the Grantors shall provide to the NCAOC, copies of said documentation upon request.

10. This Agreement may be terminated by the Grantors, the NCAOC, or the Judge upon giving sixty (60) days' notice in writing or by mutual consent of all parties.
11. It is understood and agreed between the Grantors, the Judge, and the NCAOC that the renewal or extension of the payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the Grantors.
12. It is understood and agreed between the Grantors, the Judge, and the NCAOC that this Agreement is entered into pursuant to G.S. 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.
13. 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 Grantors and the NCAOC need sign the amendment.
14. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.
15. This Agreement and any amendments or modifications hereto, to the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same force and legal effect as an original signature.

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, have executed this Agreement as of the Effective Date. The undersigned Grantors agree to provide the NCAOC with copies of minutes or other documentation authorizing them to execute this contract on behalf of the Grantors.

**CHAPEL HILL-CARRBORO CITY SCHOOLS**

BY:  Date: 6/6/24  
Superintendent

BY:  Date: 5/31/24  
Chief Finance Officer

**CHATHAM COUNTY SCHOOL SYSTEM**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent


BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Finance Officer

**ORANGE COUNTY SCHOOL SYSTEM**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Finance Officer

**CHATHAM COUNTY**

BY:  Date: 6/10/24  
County Manager

**ORANGE COUNTY**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
County Manager

**CHIEF DISTRICT COURT JUDGE  
18th JUDICIAL DISTRICT**

BY: \_\_\_\_\_  
Judge

Date: \_\_\_\_\_

**NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS**

BY: \_\_\_\_\_  
Kesha Howell  
NCAOC Chief Operations Officer

Date: \_\_\_\_\_

The Finance Officers from Orange and Chatham Counties are signing for the limited purpose of reporting that this instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Orange County Finance Officer

*Ray Lynch*  
\_\_\_\_\_  
Chatham County Finance Officer

\_\_\_\_\_  
Date

*6-12-2024*  
\_\_\_\_\_  
Date

APPENDIX A

Estimated Contract Cost

2/23/2024

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

Position Title: Court Assistant

State FY 2025

	Costs
Salary & Longevity	47,639
Social Security 7.65%	3,645
Retirement 24.04%	11,453
Health Insurance	8,095
Workers' Compensation	239
Unemployment	700
Office Supplies	600
Training/Conference Registration Fees	0 1
Hardware, Software, Support Services	1,560 2
Data Infrastructure	708 2
Bar Dues	0 1
Home Office Parking	0 1
Cell Phone	0 1
Travel	
Mileage (2,000 miles x \$0.67/mile)	1,340
Lodging (\$90/day)	0 1
Per diem (\$47/day)	0 1
<b>Total Estimated Cost</b>	<b>\$75,979</b>

1 Expenses not anticipated during this fiscal year.

2 Expenses are invoiced regardless of position vacancy status.