

NORTH CAROLINA
CITY OF DURHAM

THIS AGREEMENT is made and entered into by and between the City of Durham, (hereinafter “the City”); Tracey Cline, District Attorney, 14th 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 hire one Victim/Witness Legal Assistant to address the expanding domestic violence caseload in Durham County;

WHEREAS, pursuant to G.S. 160A-289.1, the City 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 City 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 District Attorney has made a showing, pursuant to G.S. 7A-64(b), 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 City desires to pay to the NCAOC on behalf of the District Attorney the amounts specified herein for 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 City 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, 2011 and terminating on June 30, 2012.

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 14th Prosecutorial District.
3. The City will be responsible for paying the personnel and operating costs associated with the position as budgeted and outlined in Appendix A, and any other related costs that may arise. 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 this position commensurate with other staff offices. The NCAOC shall provide administrative services to the District Attorney pursuant to this Agreement, but shall not contribute funds or be responsible for any operating expenses of the project, nor shall the NCAOC be responsible for the hiring or supervision of the position.
4. The City shall provide funds to the NCAOC Deputy Director for Financial Services, as outlined in Appendix A. Any changes in salary shall be communicated in writing to the City, the District Attorney, and the NCAOC. Upon agreement of the parties, the monthly payments will be revised based upon this information, but in no event shall the total annual personnel costs exceed the amount shown in Appendix A without the prior written approval of the City and the District Attorney.
5. The City agrees to provide to the NCAOC 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 City, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The City will submit payment upon the receipt of a detailed invoice.
6. The City agrees 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 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, however, the City must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the City 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 9 below.

- a. Any increase in salary due to legislative act, reclassification or in-range adjustment
 - b. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
 - c. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
7. The City agrees to reimburse the NCAOC for any and all costs arising from an unemployment claim submitted by an employee under this contract who qualifies for unemployment payments based on his/her duration of employment with the judicial department. The City agrees to reimburse the NCAOC for all costs arising from any unemployment claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment occurred during said contract period. Costs arising from unemployment claims are not included in Appendix A and may result in costs in excess of those outlined in excess of paragraph 4 above.
8. The NCAOC and the City 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 City copies of said documentation and the City shall provide to the NCAOC copies of such documentation.
9. This Agreement may be terminated by the City, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing or by mutual consent of all of the parties.
10. The District Attorney shall immediately advise the City in writing if the position is vacated without a replacement. Said vacancy may suspend the operation of this Agreement until the position is filled.
11. It is understood and agreed between the City, the District Attorney, and the NCAOC that the payment specified in this Agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation, availability, or appropriation of funds by the City.
12. It is understood and agreed between the City, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 160A-289.1, 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. The terms of this Agreement may be extended or modified by written amendment executed by all the parties, except that if the only change is an increase in positions and corresponding costs, then only the City and the NCAOC need sign the amendment.

14. This Agreement, including Appendices A and B attached and incorporated herein by reference, 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 date first written below. The undersigned City Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing him to execute this contract on behalf of the City.

This the ____ day of _____, 2011.

Attest:

CITY OF DURHAM

BY: _____

DISTRICT ATTORNEY
14th PROSECUTORIAL DISTRICT

Attest:

BY: _____
Tracey E. Cline

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
Judge John W. Smith, Director

Attest:

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

Finance Director

Date

APPENDIX A

Estimated Contract/Grant Cost

07/15/11

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

Position Title: VICTIM/WITNESS LEGAL ASSISTANT

Incumbent: Marcie Holloway (2100-2772)

| | | FY 2012 Original | FY 2012 Adjust- ments | Projected FY 2012 Costs |
|--|-----|-----------------------------|--------------------------------------|--|
| Salary and Longevity | | \$36,000 | | \$36,000 |
| Social Security 7.65% | | \$2,754 | | \$2,754 |
| Retirement 13.62% | | \$4,904 | | \$4,904 |
| Health Insurance | | \$5,500 | | \$5,500 |
| Office Supplies | | \$730 | | \$730 |
| Postage | | \$485 | -\$485 | \$0 ³ |
| Conference/Training Registration Fees | | \$545 | -\$420 | \$125 ¹ |
| Other Administrative Expenses | | \$500 | -\$500 | \$0 ² |
| Office Equipment | | | | |
| 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 |
| Hardware, Software, Support Services | | \$903 | | \$903 |
| Scanner | N/R | \$1,463 | -\$1,463 | \$0 ³ |
| CD/DVD Duplicator | N/R | \$713 | -\$713 | \$0 ³ |
| Telecommunications | | | | |
| Equipment, wiring, installation | N/R | \$600 | -\$600 | \$0 ³ |
| Phone line | | \$285 | | \$285 |
| Data connectivity | | \$207 | | \$207 |
| Maintenance Agreements | | | | |
| Telecommunications equipment | | \$225 | | \$225 |
| In-State Travel | | | | |
| Mileage (300 miles x \$0.50/mile) | | \$150 | | \$150 ¹ |
| Lodging (4 days x \$75/day) | | \$300 | | \$300 ¹ |
| Meals (4 days x \$36.30/day) | | \$145 | | \$145 ¹ |
| Total Cost | | \$57,114 | -\$4,886 | \$52,228 |
| Total Recurring Cost | | \$53,633 | -\$1,405 | \$52,228 |
| Total Non-Recurring Cost | | \$3,481 | -\$3,481 | \$0 |

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

1 City or other grant funding will reimburse employee directly for any travel expenses that exceed the budgeted amount.

2 AOC waives recoupment in FY 2012.

3 Expenses not anticipated in FY 2012.

APPENDIX B

Reporting Requirements

1. Each month, the District Attorney shall submit to the City a report on activities of the previous month, including the number of new domestic violence cases that the Victim/Witness Legal Assistant helped prepare for prosecution, the number of pending cases, the number of cases disposed, and the outcome of the disposed cases. The report need not include case numbers or party names.
2. The District Attorney's failure to provide monthly reports in a timely manner shall not absolve the City from paying invoices pursuant to paragraph 5 of the Agreement.