

**Board of Commissioners
Recessed Meeting
June 14, 2021**



WASHINGTON COUNTY BOARD OF COMMISSIONERS
RECESSED MEETING
JUNE 14, 2021

**COMMISSIONERS' CONFERENCE ROOM & LIVESTREAM
ON FACEBOOK VIA ZOOM
116 ADAMS STREET, PLYMOUTH, NC**

- | | | |
|--------|---------|--|
| | 6:00 PM | Call to Order—Chair Sexton
Additions/Deletions |
| Item 1 | 6:01 PM | Consent Agenda
a) Resolution: NC Opioid Allocation MOA
b) Second Judicial District Drug Recovery Coordinator |
| Item 2 | 6:05 PM | Adoption of the Washington County FY22 Budget Ordinance, Mr. Curtis Potter,
County Manager/County Attorney |
| Item 3 | 6:25 PM | Other Items by Commissioners, CM/CA, Finance Officer or Clerk |
| Item 4 | 6:30 PM | Closed Session pursuant to NCGS§143-318.11(a)(3)--attorney-client privilege
and NCGS 143-318.11(a)(6) to discuss personnel. |

NOTE: THERE WILL BE NO PUBLIC FORUM OR PUBLIC HEARING AT THIS MEETING

Adjourn

WASHINGTON COUNTY BOARD OF COMMISSIONERS

AGENDA STATEMENT

ITEM NO: 1

DATE: June 14, 2021

ITEM: Consent Agenda

SUMMARY EXPLANATION:

- a) Resolution: NC Opioid Allocation MOA
See attached.
- b) Second Judicial District Drug Recovery Coordinator
(contracts and supporting documentation)
See attached.

COUNTY OF WASHINGTON

BOARD OF COMMISSIONERS

COMMISSIONERS:

WILLIAM "BILL" R. SEXTON, JR., CHAIR
TRACEY A. JOHNSON, VICE-CHAIR
ANN C. KEYES
CAROL V. PHELPS
JULIUS WALKER, JR.



POST OFFICE BOX 1007
PLYMOUTH, NORTH CAROLINA 27962
OFFICE (252) 793-5823
FAX (252) 793-1183

ADMINISTRATION STAFF:

CURTIS S. POTTER
COUNTY MANAGER/COUNTY ATTORNEY
cpotter@washconc.org

CATHERINE "MISSY" DIXON
FINANCE OFFICER
mdixon@washconc.org

JULIE J. BENNETT, CMC, NCMCC
CLERK TO THE BOARD
jbennett@washconc.org

RESOLUTION 2021-011

A RESOLUTION BY THE COUNTY OF WASHINGTON APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, it is anticipated that a settlement in the national opioid litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson will make available, to the counsel with whom Washington County has a direct contractual relationship (local counsel), the opportunity to participate in a subdivision and common benefit attorneys' fee fund of approximately \$1.6 billion or more at the national level in exchange for waiver of the counsel's contingency fee agreements with local governments including Washington County with respect to recoveries from those companies; and

WHEREAS, Washington County's approval of the MOA shall be conditional and revoked if: i.) by August 1, 2021, its local counsel files a written representation to the MDL Court that it does not intend to participate in the subdivision and common benefit attorney's fee fund; or ii.) the terms of any finally approved national settlement agreement do not actually require local counsel to waive its right to seek direct payment for contingency, or other legal fees described in and arising from any separate agreements to provide legal services to Washington County in this matter; unless however, such settlement terms otherwise generally permit all the recipient litigating counties in North Carolina, including Washington County, to use any actual settlement proceeds to pay their respective local counsel legal fees arising from such litigation if not otherwise barred by the terms of any final settlement, or not otherwise waived or reduced by local counsel; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Washington County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, Washington County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Washington County authorizes the County Manager take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter.

BE IT FURTHER RESOLVED, that copies of this resolution and the signed MOA will be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this the 14th day of June, 2021.

William "Bill" R. Sexton, Jr. Chair
Washington County Board of Commissioners

ATTEST:

Julie J. Bennett, CMC, NCMCC
Clerk to the Board

COUNTY OF WASHINGTON

BOARD OF COMMISSIONERS



COMMISSIONERS:
WILLIAM "BILL" R. SEXTON, JR., CHAIR
TRACEY A. JOHNSON, VICE-CHAIR
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JULIUS WALKER, JR.

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JULIE J. BENNETT, CMC, NCMCC
CLERK TO THE BOARD
jbennett@washconc.org

AGENDA ITEM MEMO

MEETING DATE:	June 14 th , 2021	MEMO Date:	June 10 th , 2021	ITEM:
SUBJECT:	2 nd Judicial District - Drug Recovery Court Coordinator Position			
DEPARTMENT:	MTW District Health Department			
FROM:	Curtis S. Potter, County Manager/County Attorney (CM/CA)			

ATTACHMENTS:

- A- Memorandum of Agreement Between MTW District Health Department and Washington County - 2pgs
 - B- Contract for Recovery Court Coordinator Services Between MTW District Health Department and Washington County - 3pgs
 - C- Memorandum of Agreement Between Washington County, Judge Regina R. Parker, North Carolina Administrative Office of the Courts - 7pgs
-

PURPOSE: To review & approve the attached documents in order to assist MTW with continuing to use grant funds to reimburse the costs of employing a Drug Recovery Court Coordinator position for the 2nd Judicial District.

BACKGROUND: MTW has taken on the role of coordinating our regional evaluation and response to the opioid epidemic and crises following a series of regional meetings to discuss that crises several years ago. In doing so MTW applied for & received grant funds for funding a Drug Recovery Court Coordinator Position which works in the 2nd Judicial District closely with and under the direct supervision of Chief District Court Judge Regina Parker. MTW intended to contract directly with the NC Administrative Office of the Courts (NCAOC) to fund this position, but due to the specific language of NCGS 153A-212.1, the NCAOC can only contract directly with a county government. In 2019 MTW and Judge Parker requested that Washington County help facilitate the creation/funding of this position by agreeing to provide as the go-between. An initial set of agreements almost identical to those attached were created and signed to begin doing so as of October 1, 2019 and expire June 30, 2021. The attached documents will effectively extend this arrangement for one additional fiscal year ending June 30, 2022.

FINANCIAL IMPACTS: No Direct Impact (full reimbursement by MTW). Indirect costs associated with additional administrative time and resources required to facilitate the ongoing contract administration and process monthly invoices/payments absorbed by Washington County.

RECOMMENDATION(S): Review the attached contracts and if satisfactory:

- Approve the attached contracts and authorize the County Manager and Finance Officer to execute and deliver them on behalf of Washington County as needed in order to provide for the continuation of the Drug Recovery Court Coordinator position within the 2nd Judicial District for an additional fiscal year.

MEMORANDUM OF AGREEMENT
BETWEEN THE
MARTIN-TYRRELL-WASHINGTON DISTRICT HEALTH DEPARTMENT
AND
WASHINGTON COUNTY
2021-2022

This Memorandum of Agreement is between the Martin-Tyrrell-Washington District Health Department and Washington County to facilitate the provision of pass through funding to be used to fund a new Recovery Court Coordinator position.

The Martin-Tyrrell-Washington District Health Department is the grantee for the Adult Drug Court Discretionary Grant Program awarded by the Bureau of Justice Assistance, a division of the United States Department of Justice.

One of the key components of the grant is funding to support a Recovery Court Coordinator position. This position will be supervised by the Chief District Court Judge for North Carolina's Second Judicial District. This position will be housed in the North Carolina Administrative Office of the Courts.

The North Carolina Administrative Office of the Courts has insisted upon receiving the funding for this position directly from a county pursuant to NCGS § 153A-212.1 and a form non-negotiable written Memorandum of Understanding to be entered into between that county and itself.

Washington County was asked to serve as said county by utilizing its authority under the statute cited above and by entering into the non-negotiable Memorandum of Understanding with the North Carolina Administrative Office of the Courts to fund the new Recovery Court Coordinator position if the Martin-Tyrrell-Washington District Health Department agreed to fully reimburse the county with grant funding to be received for such purpose under the grant described above.

Washington County has agreed to the foregoing request upon the condition that it can obtain certain financial and legal assurances from Martin-Tyrrell-Washington District Health Department under this Memorandum of Understanding together with any attached contracts referenced herein. These are requested to more adequately address and resolve certain potential financial or legal risks and concerns that may arise for Washington County under the separate and non-negotiable Memorandum of Agreement it will be required to enter into with the North Carolina Administrative Office of the Courts for funding the new Recovery Court Coordinator position.

The assistance provided hereunder by the Martin-Tyrrell-Washington District Health Department will consist generally of:

1. Ensuring that grant funding for the position and any and all costs arising from the position will be provided to Washington County.
2. Ensuring that the Recovery Court Coordinator has assistance to run the 2nd Judicial District Opioid Coalition and all other activities related to the Recovery Court.
3. Administering the remaining funds in the grant, to be used to contract with other key Recovery Court personnel, supplies, travel and training funds, and other expenses.
4. General oversight responsibility for monitoring and ensuring the overall grant funding compliance with any applicable grant restrictions or any other applicable rules, regulations or laws.

The assistance provided hereunder by Washington County will consist generally of serving in effect as a pass through entity by utilizing its statutory authority pursuant to NCGS § 153A-212.1 or other applicable law, to enable the County to provide the necessary funding to the Administrative Office of the Courts to be used to fund the Recovery Court Coordinator position.

All such funding provided by Washington County will be fully reimbursed by the Martin-Tyrrell-Washington District Health Department pursuant to the attached “**Contract for Recovery Court Coordinator services Between the MTW District Health Department and Washington County**” (July 1, 2021 – June 30, 2022) which is attached hereto and incorporated herein by specific reference.

This Memorandum of Agreement is hereby entered into by the following duly authorized agents of each entity stated effective as of July 1, 2021.

Wes Gray, Date

Local Health Director
Martin-Tyrrell-Washington
District Health Department

Curtis Potter, Date
County Manager / County Attorney

Washington County

**Contract for Recovery Court Coordinator services
Between the
MTW District Health Department and Washington County**

July 1, 2021 – June 30, 2022

This agreement between the Martin-Tyrrell-Washington District Health Department hereinafter referred to as the “**Department**” and Washington County, hereinafter referred to as the “**County**” is entered into for the purpose of providing Recovery Court Coordinator services for the District 2 Recovery Court, operating out of the North Carolina Administrative Office of the Courts, hereinafter referred to as the “**NCAOC.**” The 2nd Judicial District, hereinafter referred to as the “**Judicial District**” covers the counties of Martin, Tyrrell, Washington, Beaufort, and Hyde.

Whereas both the Department and the County mutually agree that the purpose of providing Recovery Court Coordinator services is to promote optimal health and well-being of residents in Washington County and throughout the District, and

Whereas both the Department and the County mutually agree that the long-term purpose of these funds is to provide full-time Recovery Court Coordinator services to each county in the Judicial District, and

Whereas both the Department and County mutually agree that the Adult Drug Court Discretionary Grant Program awarded by the Bureau of Justice Assistance at the United States Department of Justice is a useful step toward the goal of reducing the impact of the opioid epidemic in our area, and

Whereas both the Department and County mutually agree to continue providing Recovery Court Coordinator services as specified in the annually developed “Memorandum of Agreement between Martin-Tyrrell-Washington District Health Department and Washington County;”

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and the County agree as follows:

The Department agrees:

1. To provide funds not to exceed \$91,000 to the County as grant sub-contractor for the purpose of supporting one Recovery Court Coordinator position that will be employed by the NCAOC for the 2021-2022 fiscal year pursuant to and in accordance with a Memorandum of Agreement between Washington County, Chief District Court Judge Regina R. Parker, and North Carolina Administrative Office of the Courts effective July 1, 2021 which is attached hereto and incorporated herein by reference as if fully set out and referred to hereinafter as the “**AOCMOU**”. This amount includes any liability arising between the County

and the NCAOC. Any additional liability arising above \$91,000 will be covered by the Department.

2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe), office supplies, hardware, software, support services, telecommunications, and in-state travel, or other expenses outlined in North Carolina GS § 7A-300 or the AOCMOU.
4. To immediately notify the County in writing of any known grant funding disputes or compliance issues that may threaten the continuing availability of grant funds to the Department related to this program.

The County as grant Sub-Contractor agrees:

1. To utilize funds not to exceed \$91,000 for the purpose of supporting one Recovery Court Coordinator position at the NCAOC for the 2021-2022 fiscal year pursuant to and in accordance with the AOCMOU, and to notify the Department of any additional expenses related to liability and personnel costs.
2. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
3. To contract with the NCAOC to pay personnel and operating costs for the Recovery Court Coordinator by entering into the AOCMOU.
4. To inform the Department of the employment of the Recovery Court Coordinator, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.

The parties mutually agree:

1. Term: This contract shall be in effect for the period July 1, 2021 through June 30, 2022.
2. Termination: Either party may terminate this contract with or without cause upon 60 days written notice which is the same period of time for unilateral termination available to County under the AOCMOU
3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with

respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.

4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.
6. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County shall execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the County for its counter-execution and delivery of a fully signed copy to all parties.

IN WITNESS WHEREOF, the undersigned having been duly authorized by each of the parties hereto, have executed and entered into this agreement on behalf thereof, as of the effective date stated hereinabove.

FOR AND ON BEHALF OF:

FOR AND ON BEHALF OF:

**MARTIN-TYRRELL-WASHINGTON
DISTRICT HEALTH DEPARTMENT**

WASHINGTON COUNTY

MTW Local Health Director

Washington County Manager

Date: _____

Date: _____

(This instrument has been pre-audit in the manner required by the Local Government Budget and Fiscal Control Act)

MTW Finance Officer

Washington County Finance Officer

Date: _____

Date: _____

NORTH CAROLINA

WASHINGTON 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 **Washington County** (hereinafter “the County”); **Judge Regina R. Parker**, Chief District Court Judge, 2nd Judicial District (hereinafter “the Judge”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”).

WITNESSETH

THAT WHEREAS, the County has agreed to reimburse expenses so that the Judge can hire one coordinator who will support operations of a recovery court in the 2nd Judicial District;

WHEREAS, G.S. §§7A-300 and 153A-212.1 permit a cooperative arrangement to pay for the compensation and expenses of the coordinator listed 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, Martin-Tyrrell-Washington District Health has received a federal grant award to fund activities of a recovery court;

WHEREAS, the County has appropriated funds to pay for the personnel position costs of the position listed in Appendix A;

WHEREAS, the NCAOC Director has found that the Judge has made a showing that a need exists for a coordinator position to assist in the disposition of those cases in the recovery court;

WHEREAS, the County will 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 office 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 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 twelve months, beginning on July 1, 2021, and terminating on June 30, 2022.
2. The coordinator under this contract will be an employee of the Judge for all purposes and shall be hired by and work under the supervision and direction of the Judge, accordingly, for the 2nd 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 position 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 position.
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 position 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 the position under this Agreement or future comparable agreements. A vacant position 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 will purchase worker's compensation insurance, if available through the North Carolina Department of 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. 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 position is 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 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 this MOA is entered into pursuant 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 the position 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 position 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 triplicate 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____.

WASHINGTON COUNTY

BY: _____
Curtis S. Potter, County Manager

**CHIEF DISTRICT COURT JUDGE
2nd JUDICIAL DISTRICT**

BY: _____
Judge Regina R. Parker

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
Director

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

County Finance Director

APPENDIX A

Estimated Contract Cost

3/18/2021

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

Position Title: RECOVERY COURT COORDINATOR

	State FY 2022 Costs
Salary & Longevity	55,350
Social Security 7.65%	4,235
Retirement 22.18%	12,277
Health Insurance	6,600
Workers' Compensation	277
Unemployment	700
Office Supplies	700
Training/Conference Registration Fees	0¹
Law Books	0¹
Hardware, Software, Support Services	828
Telecommunications	
Data infrastructure	492
In-State Travel	
Mileage (2,400 miles x \$0.54/mile)	1,296
Lodging (2 days x \$85/day)	170
Meals (2 days x \$41/day)	82
Total Estimated Cost	\$83,007

¹ Expenses not anticipated during this fiscal year.

WASHINGTON COUNTY BOARD OF COMMISSIONERS

AGENDA STATEMENT

ITEM NO: 2

DATE: June 14, 2021

ITEM: Adoption of the Washington County FY22 Budget Ordinance, Mr. Curtis Potter, County Manager/County Attorney

SUMMARY EXPLANATION:

Mr. Potter will be sending you the abovementioned document under separate cover before Monday night's meeting.

WASHINGTON COUNTY BOARD OF COMMISSIONERS

AGENDA STATEMENT

ITEM NO: 3

DATE: June 14, 2021

**ITEM: Other Items by Chairman, Commissioners, County Manager/Attorney,
Finance Officer or Clerk**

SUMMARY EXPLANATION:

WASHINGTON COUNTY BOARD OF COMMISSIONERS

AGENDA STATEMENT

ITEM NO: 4

DATE: June 14, 2021

ITEM: Closed Session

SUMMARY EXPLANATION:

Mr. Potter would like to have the following Closed Sessions pursuant to NCGS§143-318.11(a)(3) (attorney-client privilege) and NCGS §143-318.11(a)(6) (personnel).