INTERLOCAL AGREEMENT

BETWEEN BURKE COUNTY, NORTH CAROLINA AND CALDWELL COUNTY, NORTH CAROLINA

FOR REGIONAL ADULT TREATMENT COURT COORDINATION SERVICES

This Interlocal Agreement ("Agreement") is entered into by and between Burke County, North Carolina ("Burke County") and Caldwell County, North Carolina ("Caldwell County"), collectively referred to as the "Parties."

I. PURPOSE

The purpose of this Agreement is to establish a collaborative regional coordination structure supporting Adult Treatment Court operations within Burke County and Caldwell County through shared staffing, coordination, and program management activities. The Parties desire to improve access to treatment and recovery support services, strengthen coordination across justice and behavioral health systems, and support long-term sustainability of Adult Treatment Court operations within Prosecutorial District 36.

This Agreement formalizes cost-sharing and operational responsibilities associated with a shared Treatment Court Coordinator position serving both counties.

II. AUTHORITY

This Agreement is entered pursuant to the authority granted under Article 20 of Chapter 160A of the North Carolina General Statutes, including N.C.G.S. §160A-461, authorizing units of local government to enter into interlocal agreements for the joint exercise of governmental functions.

III. TERM

This Agreement shall become effective on July 1, 2026, upon execution by both Parties, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the provisions of this Agreement.

This Agreement may be renewed upon written agreement of both Parties.

IV. SCOPE OF COLLABORATION

The Parties agree to collaborate in support of regional Adult Treatment Court operations serving Burke County and Caldwell County. The regional coordination structure established under this Agreement is intended to improve consistency, coordination, participant engagement, operational efficiency, and alignment of Adult Treatment Court practices across both counties.

Activities supported under this Agreement include, but are not limited to:

- Coordination of referrals and participant tracking
- Multidisciplinary team coordination
- Support for treatment court staffing and court operations
- Coordination with treatment providers, peer support staff, probation, and court personnel
- Coordination and support of board and governance meetings
- Data collection and reporting activities
- Participant engagement and continuity of care efforts
- Regional planning and implementation activities related to Adult Treatment Court operations
- Standardization of policies, procedures, and operational practices across the regional model

The Parties intend to coordinate Adult Treatment Court operations collaboratively across Burke and Caldwell Counties while maintaining compliance with applicable laws, judicial authority, and administrative requirements governing treatment court operations within North Carolina.

V. STAFFING STRUCTURE

Caldwell County shall employ one full-time Treatment Court Coordinator to support Adult Treatment Court operations within both Burke County and Caldwell County.

The Treatment Court Coordinator shall:

- Support coordination and implementation activities across both counties
- Maintain referral and participant tracking processes
- Assist with multidisciplinary staffing and communication
- Coordinate data collection and reporting activities
- Support continuity of participant engagement and services
- Assist with regional planning and operational alignment efforts

The Treatment Court Coordinator shall remain solely an employee of Caldwell County. Caldwell County shall retain responsibility for payroll administration, benefits administration, supervision, personnel actions, workers compensation coverage, and all employer-related obligations.

The Coordinator shall receive day-to-day administrative supervision through Caldwell County while operational priorities and program responsibilities shall be coordinated jointly between both counties.

In the event of vacancy or personnel change, Caldwell County shall coordinate with Burke County regarding replacement staffing to ensure continuity of regional operations.

VI. FUNDING AND PAYMENT

Burke County agrees to reimburse Caldwell County for fifty percent (50%) of the salary and employer-paid fringe benefit costs associated with the Treatment Court Coordinator position, up to a total not-to-exceed amount of Sixty Thousand Dollars ($60,000) annually during the term of this Agreement.

Caldwell County shall submit monthly invoices to Burke County documenting salary and fringe benefit expenses associated with the Coordinator position. Supporting documentation sufficient to verify actual expenditures shall be included with each invoice.

Burke County shall remit payment within thirty (30) days of receipt and approval of a complete invoice.

Any costs exceeding the not-to-exceed amount established herein shall require prior written approval from both Parties.

Funding under this Agreement is contingent upon the availability of appropriated funds.

VII. GOVERNANCE AND COORDINATION

The Parties agree to participate in ongoing regional coordination and planning activities related to Adult Treatment Court operations.

Representatives from both counties shall participate in joint planning meetings and collaborative operational discussions intended to support implementation and alignment of the regional coordination structure.

Nothing in this Agreement shall supersede the authority of the presiding judges or the individual judicially managed accountability and recovery court structures operating within each county.

VIII. RECORDS, REPORTING, AND DATA SHARING

The Parties agree to cooperate in the collection, sharing, and reporting of programmatic and operational information reasonably necessary to support Adult Treatment Court operations, grant reporting requirements, program evaluation activities, and performance monitoring.

All records and data sharing activities conducted pursuant to this Agreement shall comply with applicable federal and state confidentiality laws and regulations.

IX. LIABILITY AND INDEMNIFICATION

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents.

Nothing contained in this Agreement shall constitute a waiver of governmental immunity by either Party.

Burke County shall not assume liability for employment-related obligations associated with the Treatment Court Coordinator position.

X. TERMINATION

Either Party may terminate this Agreement with sixty (60) days written notice to the other Party.

Either Party may terminate this Agreement immediately for material breach of the terms of this Agreement.

In the event of termination, the Parties agree to cooperate in good faith to support continuity of operations and minimize disruption to Adult Treatment Court services and coordination activities.

XI. AMENDMENTS

This Agreement may be amended only by written agreement executed by both Parties.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior discussions or understandings related thereto.

SIGNATURES

BURKE COUNTY, NORTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____

CALDWELL COUNTY, NORTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____