



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, JANUARY 5, 2016**

**REGULAR MEETING**

**CALL TO ORDER**

**4:30 P.M. – CLOSED SESSION** – *if needed*

**5:30 P.M. – INVOCATION** – *Dr. Curtis Barbery, First Baptist Church of Carthage*

**PLEDGE OF ALLEGIANCE** – *Gary Briggs, Tax Administrator*

**CHAIRMAN** – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?*

**I. PUBLIC COMMENT PERIOD** (*Procedures are attached*)

**II. ADDITIONAL AGENDA**

**III. RECOGNITIONS**

- A. Sheriff's Office Retirees: Major Ricky Whitaker, Lieutenant Cathy Williams, Lieutenant Victor Moore (*Chairman Picerno*)
- B. Award for Public Safety Employee (*Bryan Phillips*)
- C. New Website Design Staff and Volunteers (*Chairman Picerno*)

**IV. PRESENTATIONS**

- A. Comprehensive Annual Financial Report for Fiscal Year 2015 (*Crystal Roberts*)

**V. APPROVAL OF CONSENT AGENDA**

*All items listed below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.*

- A. Minutes: December 8, 2015 Organizational/Regular Meeting and Closed Session
- B. Budget Amendments
- C. Updated Disbursing Signature Card
- D. Sandhills Community College Request for Capital Project Loan Disbursement
- E. Health Department "Radon Action Month" Resolution
- F. Revised Records Retention and Disposition Schedule for Sheriff's Office
- G. Position Classification and Pay Plan
- H. Settlement Agreement Amendment #1 with Progressive Contracting

**VI. PUBLIC HEARINGS**

- A. Call to Public Hearing/Planning – Rezoning Request: Residential and Agricultural 40 (RA-40) to Rural Agricultural (RA) (*Debra Ensminger*)
- B. Call to Public Hearing/Planning – Rezoning Request: Residential and Agricultural 40 (RA-40) to Residential and Agricultural 20 (RA-20) (*Debra Ensminger*)

**VII. OLD BUSINESS**

**VIII. NEW BUSINESS**

- A. Sheriff’s Office – Approval of Governor’s Crime Grant Proposals (*Neil Godfrey*)
- B. Aging – Approval of Revision of DAAS 732 Provider Services Summary (*Terri Prots*)
- C. Public Works – Approval of Amendment # 1 to Chatham County Water Purchase Agreement (*Randy Gould*)
- D. Public Works – Approval of Revisions to Fee Schedule (*Randy Gould*)
- E. Public Safety – Approval of Resolution to Adopt Regional Hazard Mitigation Plan (*Bryan Phillips*)
- F. Public Safety – FY 15 Homeland Security Grant Program: Approval for Purchase of Fold-Out Shelter (*Bryan Phillips*)
- G. Public Safety – FY 15 Homeland Security Grant Program: Approval for Upgrade of Regional Communications Trailer (*Bryan Phillips*)
- H. Administration – Approval of FY 17 Budget Calendar (*Wayne Vest*)

**IX. APPOINTMENTS**

**X. ADDITIONAL AGENDA**

**XI. MANAGER’S REPORT**

**XII. COMMISSIONERS’ COMMENTS**

**ADJOURNMENT**

**COMMISSIONERS' UPCOMING MEETINGS/EVENTS:**

- **Special Meeting: Winter Summit**, Thursday, January 7, 8:30am
- **RSVP Advisory Council**, Thursday, January 7, 3:00pm (Daeke)
- **Board of Health**, Monday, January 11, 6:00pm (Picerno)
- **Pre-Agenda Meeting**, Wednesday, January 13, 9:00am (Saunders & Picerno)
- **Library Board**, Wednesday, January 13, 3:30pm (Daeke)
- **Drug Free Moore County**, Thursday, January 14 (Ritter)
- **Fire Commission**, Thursday, January 14, 6:00pm (Ritter)
- **MLK, Jr. Holiday**, County Offices Closed, Monday, January 18
- **DSS Board**, Wednesday, January 20, 3:00pm (Graham)
- **Aging Advisory Council**, Tuesday, January 26, 8:30am (Saunders)
- **Pre-Agenda Meeting**, Wednesday, January 27, 9:00am (Daeke & Picerno)
- **Animal Operations**, Thursday, January 28, 6:00pm (Picerno)
- **JCPC**, Tuesday, February 2, 8:30am (Graham)
- **RSVP Advisory Council**, Thursday, February 4, 3:00pm (Daeke)
- **Airport Authority**, Tuesday, February 9, 10:00am (Ritter)
- **Pre-Agenda Meeting**, Wednesday, February 10, 9:00am (Ritter & Picerno)
- **Drug Free Moore County**, Thursday, February 11, 8:30am (Ritter)
- **Local Emergency Planning**, Thursday, February 11, 11:00am (Ritter)
- **Fire Commission**, Thursday, February 11, 6:00pm (Ritter)
- **Chamber Annual Banquet**, Thursday, February 11, 6:00pm
- **DSS Board**, Wednesday, February 17, 3:00pm (Graham)
- **CVB Board**, Thursday, February 18, 4:00pm (Saunders)
- **Aging Advisory Council**, Tuesday, February 23, 8:30am (Saunders)
- **Pre-Agenda Meeting**, Wednesday, February 24, 9:00am (Graham)
- **Animal Operations**, Thursday, February 25, 6:00pm (Picerno)

**PUBLIC COMMENT PROCEDURES**  
**MOORE COUNTY BOARD OF COMMISSIONERS**

*The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures:*

- 1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.*
- 2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.*
- 3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.*
- 4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.*
- 5. Public comment is not intended to require the Board to answer any impromptu questions. However, Board members may, in their discretion and after being recognized by the Board Chairperson, respond to speakers' comments. Any response by a commissioner to a speaker during the public comment period does not open discussion between the commissioner and speaker. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.*
- 6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*
- 7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.*
- 8. Any applause will be held until the end of the Public Comment Period.*
- 9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board.*
- 10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.*
- 11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room.*
- 12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.*

*Adopted on the 5<sup>th</sup> day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.*

*Revised on the 7<sup>th</sup> day of April 2015.*

**Agenda Item:** III. C.  
**Meeting Date:** January 5, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Chris Butts, Information Technology Director  
**DATE:** January 5, 2016  
**SUBJECT:** Website Recognition  
**PRESENTER:** Chris Butts

**REQUEST:**

Recognize county staff and volunteers for launch of the new county website.

**BACKGROUND:**

Moore County officially launched the new website on December 1, 2015. The goal of the website was to provide the residents and other visitors to Moore County with accurate information that could be found quickly and effortlessly.

The Moore County website was completely designed and created using in-house staff and volunteers. There were many people that helped make this website launch successful including the department website participants, the Website Committee, Sandhills Photography Club, and County Administration. Would like to give recognition to Vondia Smith within the IT Department for her efforts put forth in migrating to the new website. Would also like to give special recognition to Preston Robinson for his volunteer efforts in the design and development of the website.

**IMPLEMENTATION PLAN:**

NA

**FINANCIAL IMPACT STATEMENT:**

NA

**RECOMMENDATION SUMMARY:**

Recognize staff and volunteer for successful launch of the new county website.

**SUPPORTING ATTACHMENTS:**

NA

**Agenda Item:** IV. A.  
**Meeting Date:** 1/05/2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Chief Finance Officer



**DATE:** December 28, 2015

**SUBJECT:** Presentation of the Comprehensive Annual Financial Report (CAFR) for FY 2014-2015

**PRESENTER:** Crystal Roberts of Martin, Starnes & Associates

**REQUEST:**

Accept the CAFR as presented.

**BACKGROUND:**

Chapter 159-34 of the North Carolina Local Government Budget and Control Act requires each unit of local government to have its accounts audited after the close of the fiscal year by an accountant certified by the Local Government Commission.

**IMPLEMENTATION PLAN:**

Financial Services staff will review the recommendations made by Martin, Starnes & Associates and take appropriate action per the recommendations.

**FINANCIAL IMPACT STATEMENT:**

The cost of the audit was appropriated in this fiscal year's budget.

**RECOMMENDATION SUMMARY:**

Accept the CAFR as presented and approve any necessary recommendations.

**SUPPORTING ATTACHMENTS:**

Comprehensive Annual Financial Report  
2015 CAFR PowerPoint Presentation

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 & ASSOCIATES, CPAs, P.A.

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# Moore County

2015

Comprehensive Annual Financial Report

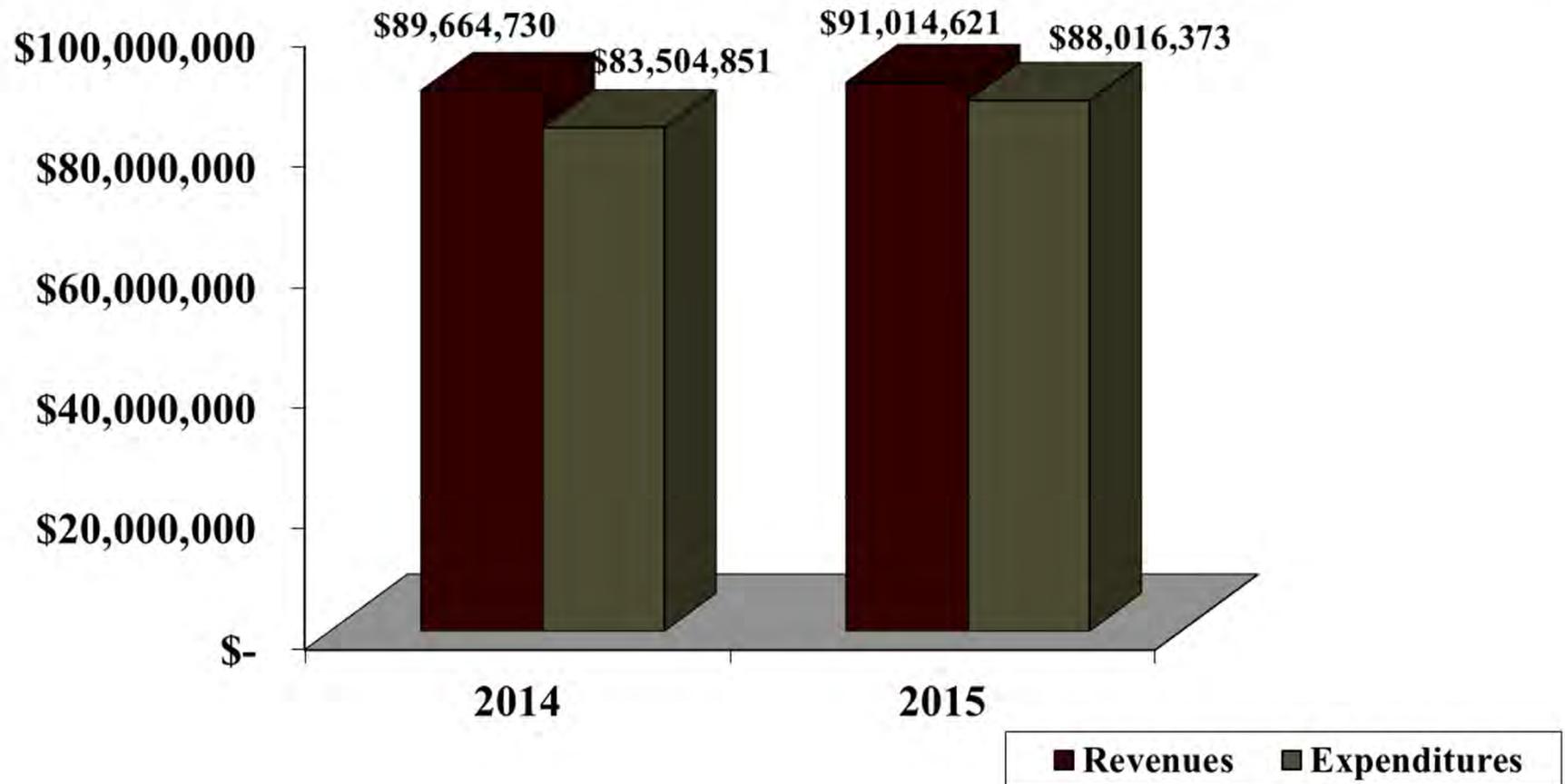


# Audit Highlights

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- Unmodified opinion
- No significant deficiencies in internal control
- Cooperative Staff
- Implemented GASB 68

# General Fund Summary



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# Fund Balance

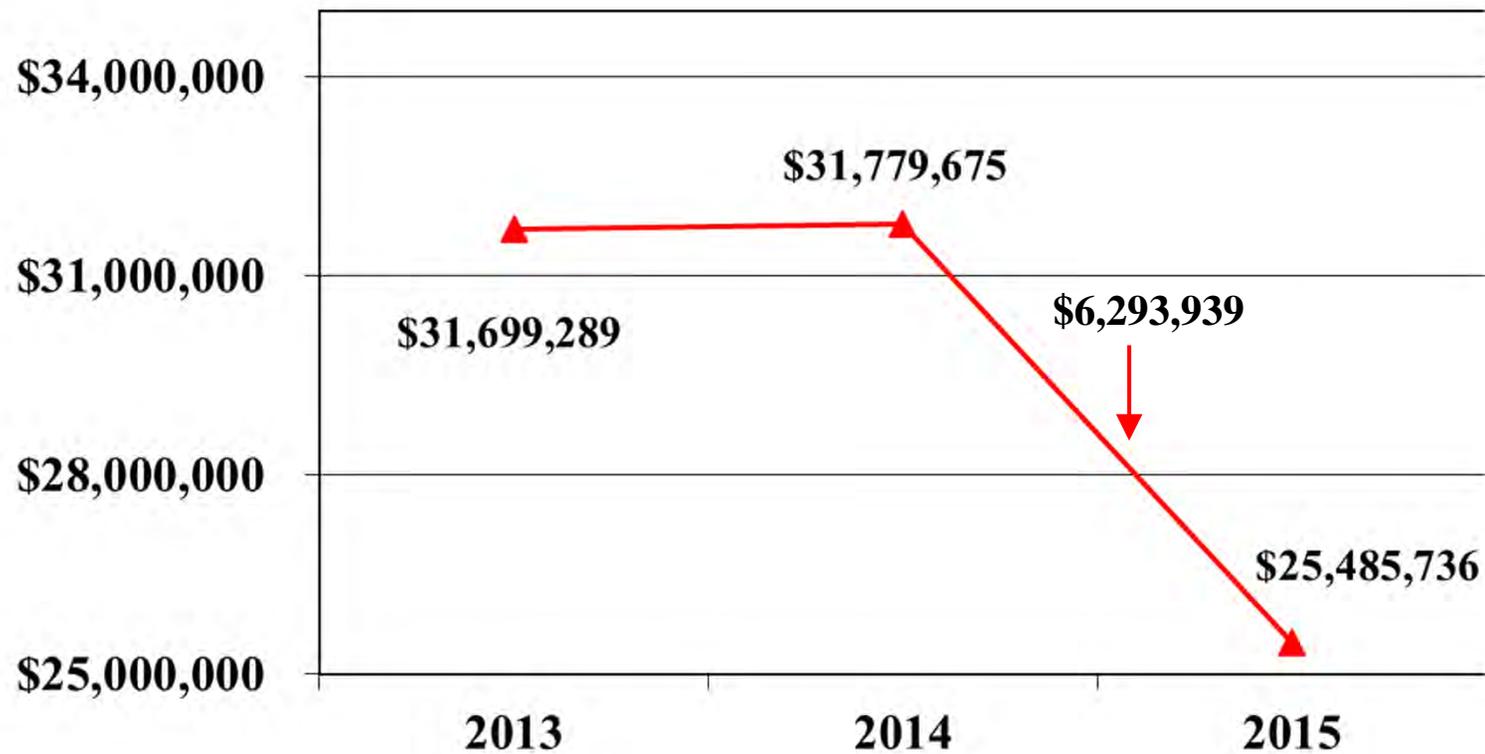
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- Serves as a measure of the County's financial resources available.
  - $\text{Assets} + \text{Deferred Outflows} - \text{Liabilities} - \text{Deferred Inflows} = \text{Fund Balance}$

## 5 Classifications:

- **Non spendable** - not in cash form
- **Restricted** - external restrictions (laws, grantors)
- **Committed** - internal constraints at the highest (Board) level-do not expire, require Board action to undo
- **Assigned** - internal constraints, lower level than committed
- **Unassigned** - no external or internal constraints

# Total Fund Balance General Fund



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# Available Fund Balance

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Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

Total Fund Balance

Less: Non spendable (not in cash form, not available)

Less: Stabilization by State Statute (by state law, not available)

Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.



## Fund Balance Position-General Fund

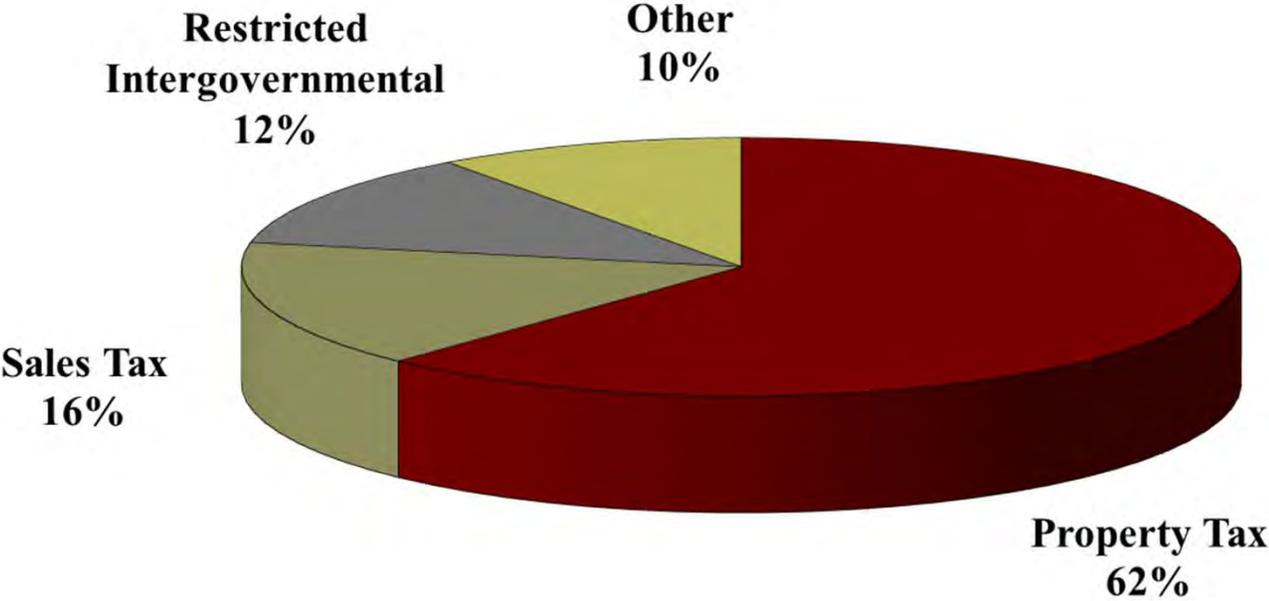
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□ Total Fund Balance	\$25,485,736
□ Non spendable	- 856,397
□ Stabilization by State Statute	- <u>7,089,668</u>
□ Available Fund Balance	\$17,539,671

Available Fund Balance % of Expenditures 20%

# Top 3 Revenues: General Fund

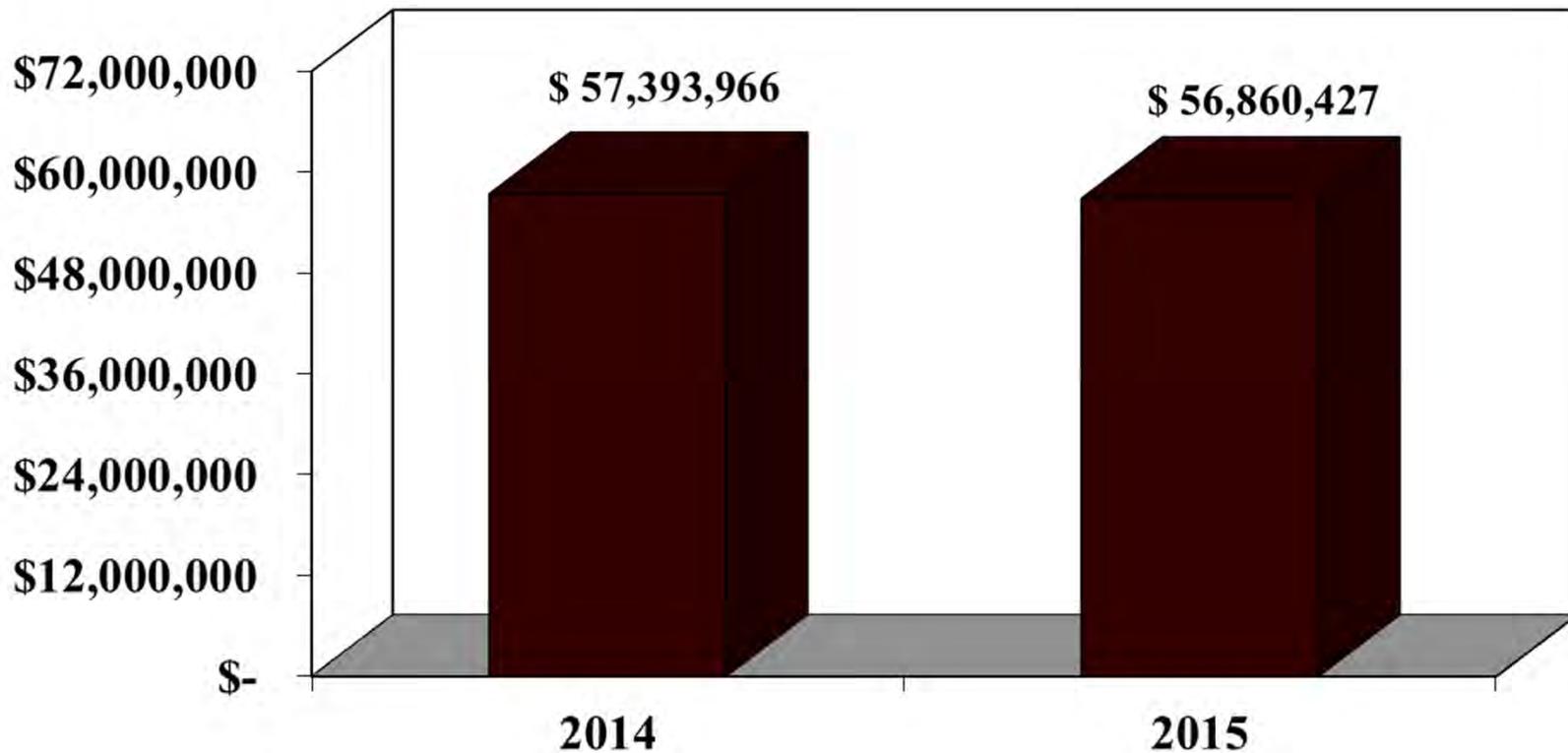
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**Total Revenues \$ 91,014,621**

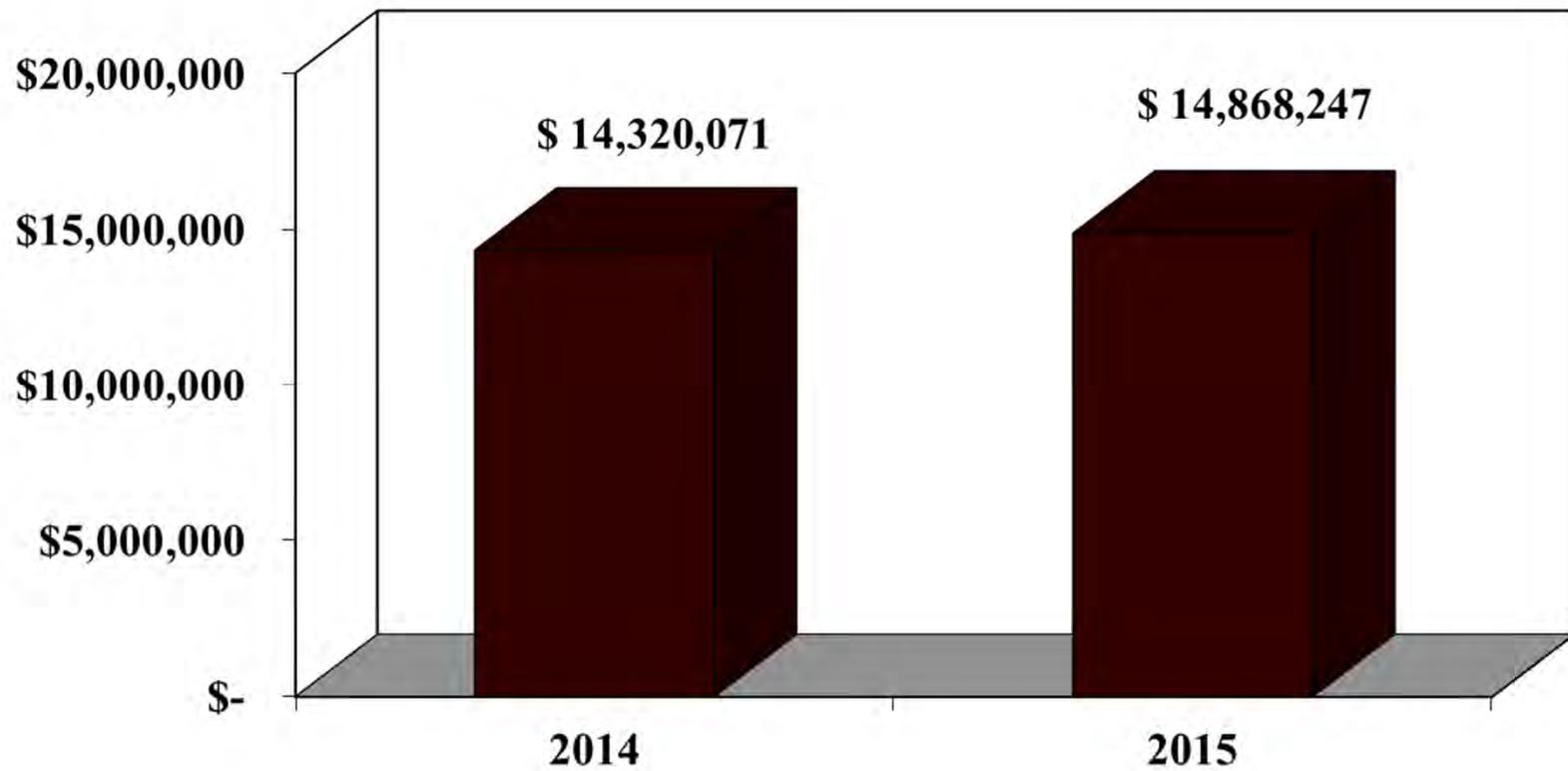
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# Property Tax



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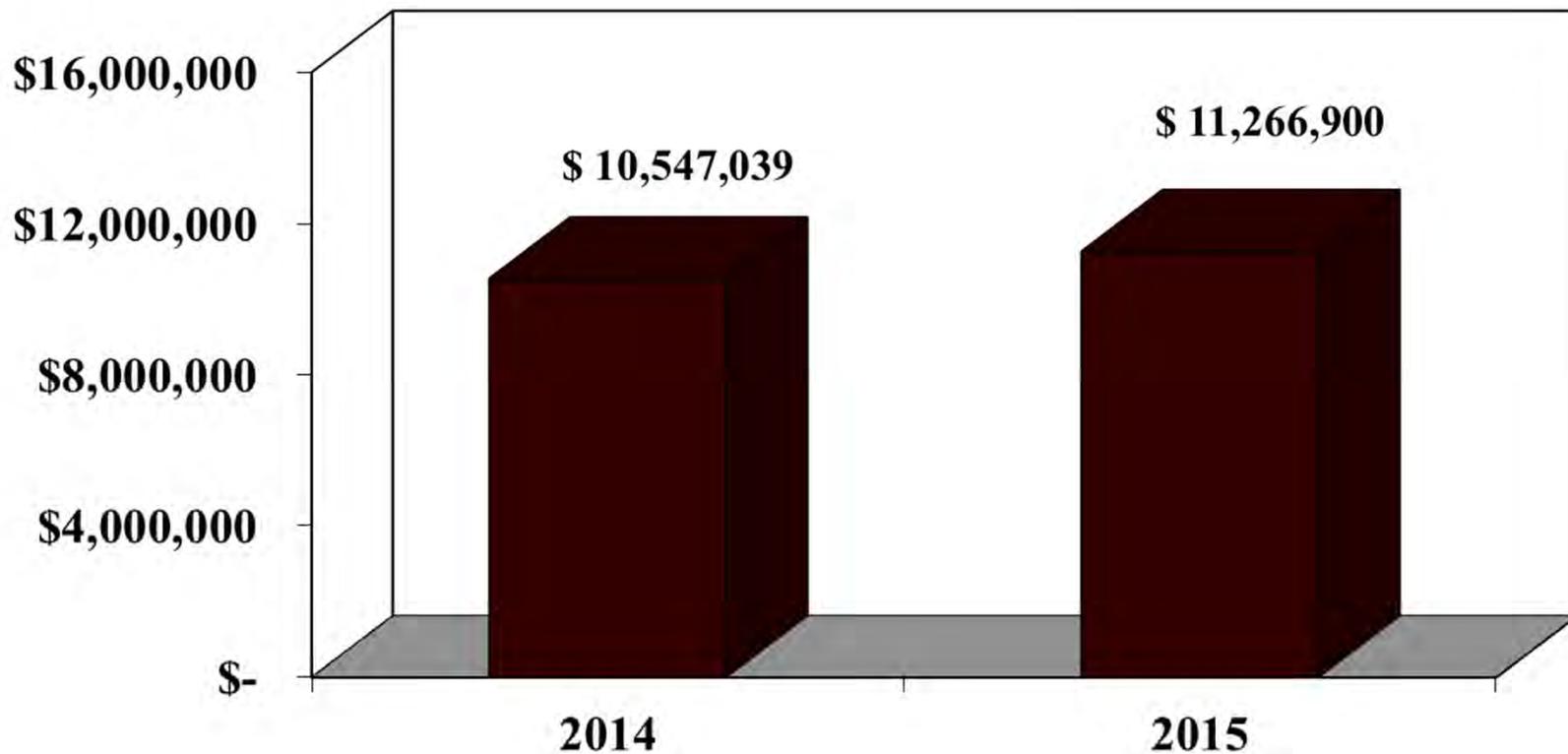
# Sales Tax



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# Restricted Intergovernmental

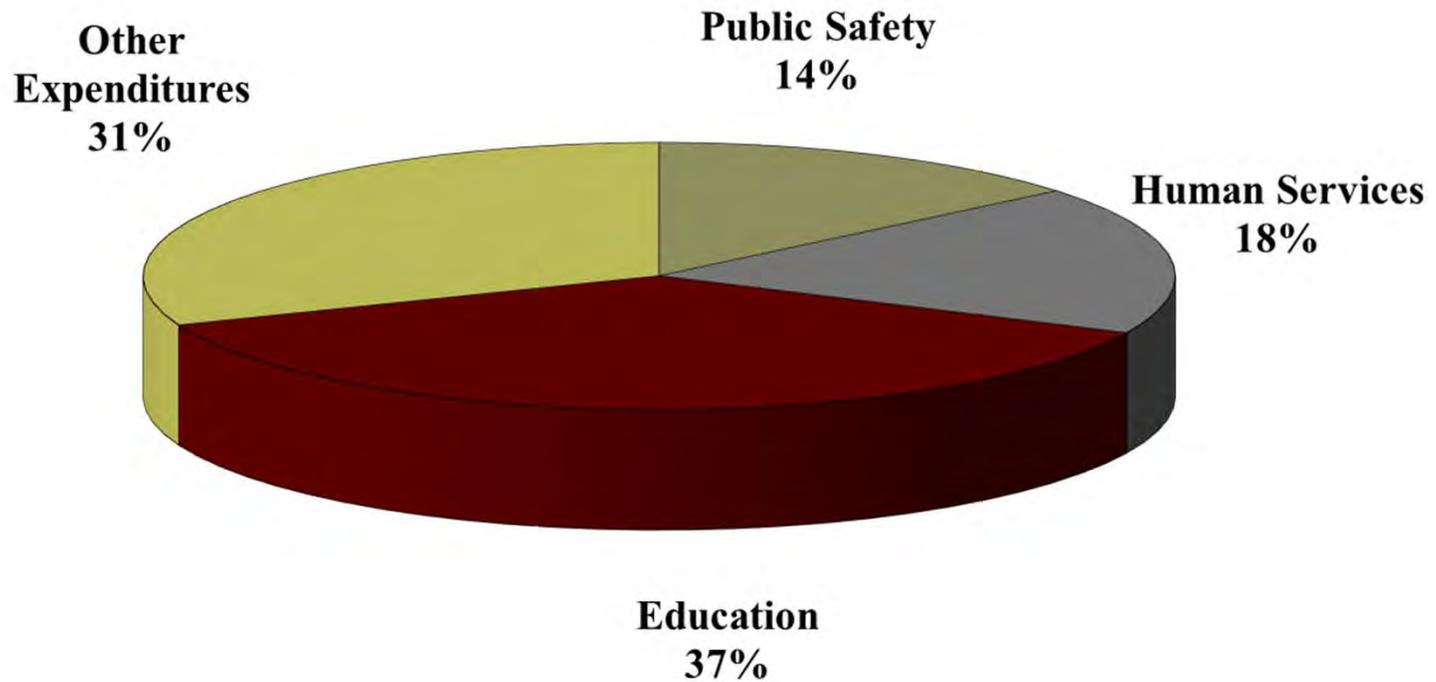
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# Top 3 Expenditures: General Fund

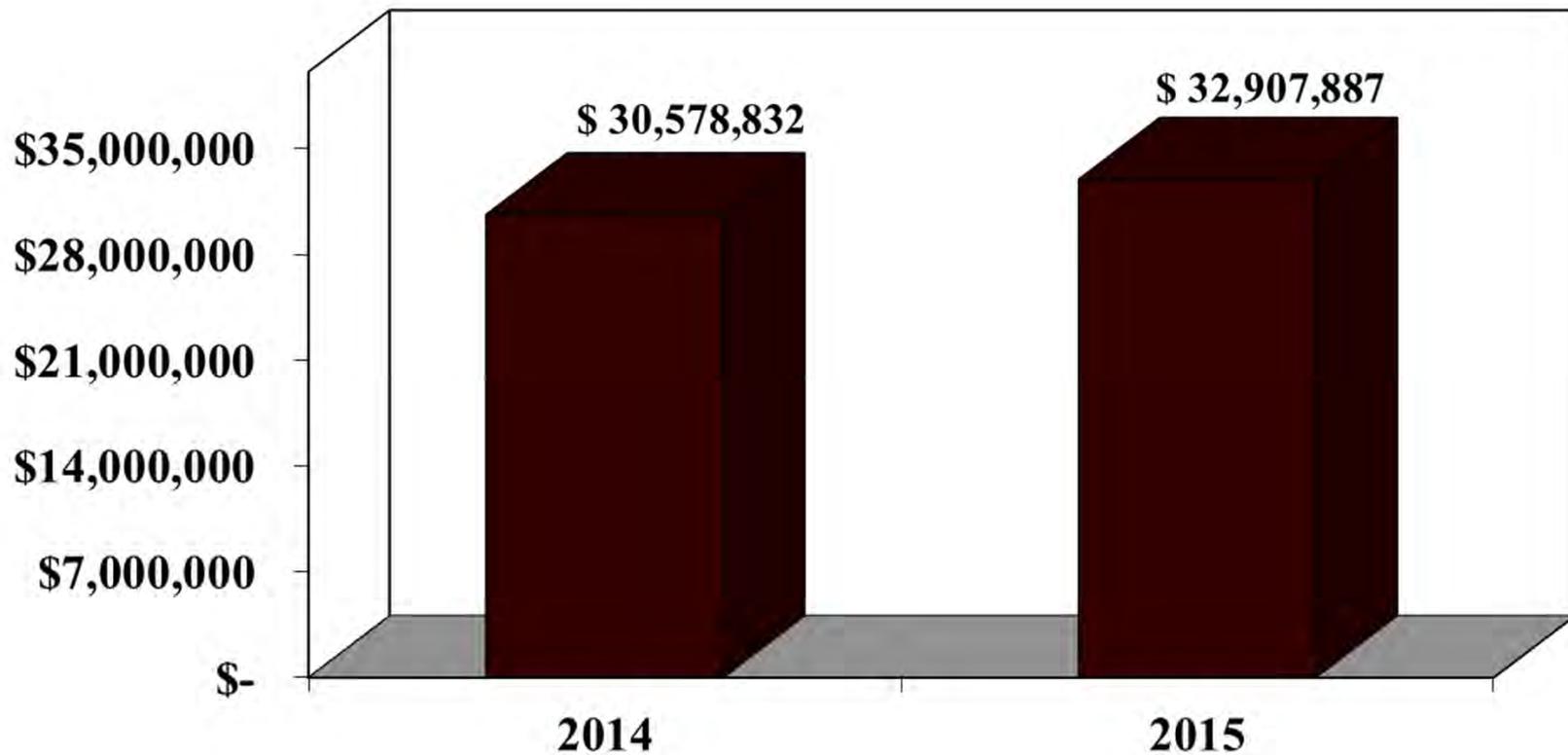
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**Total Expenditures \$ 88,016,373**

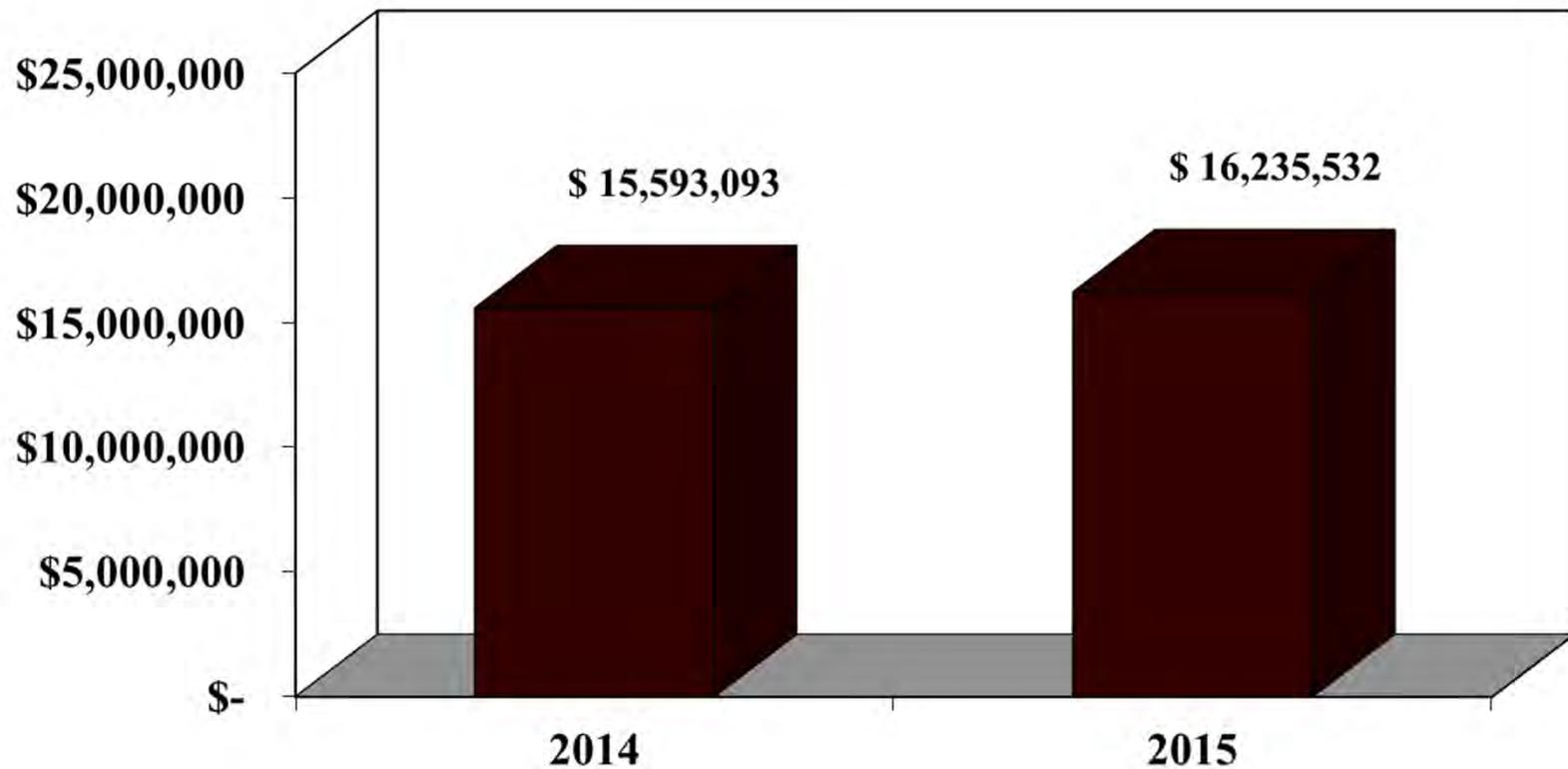
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# Education



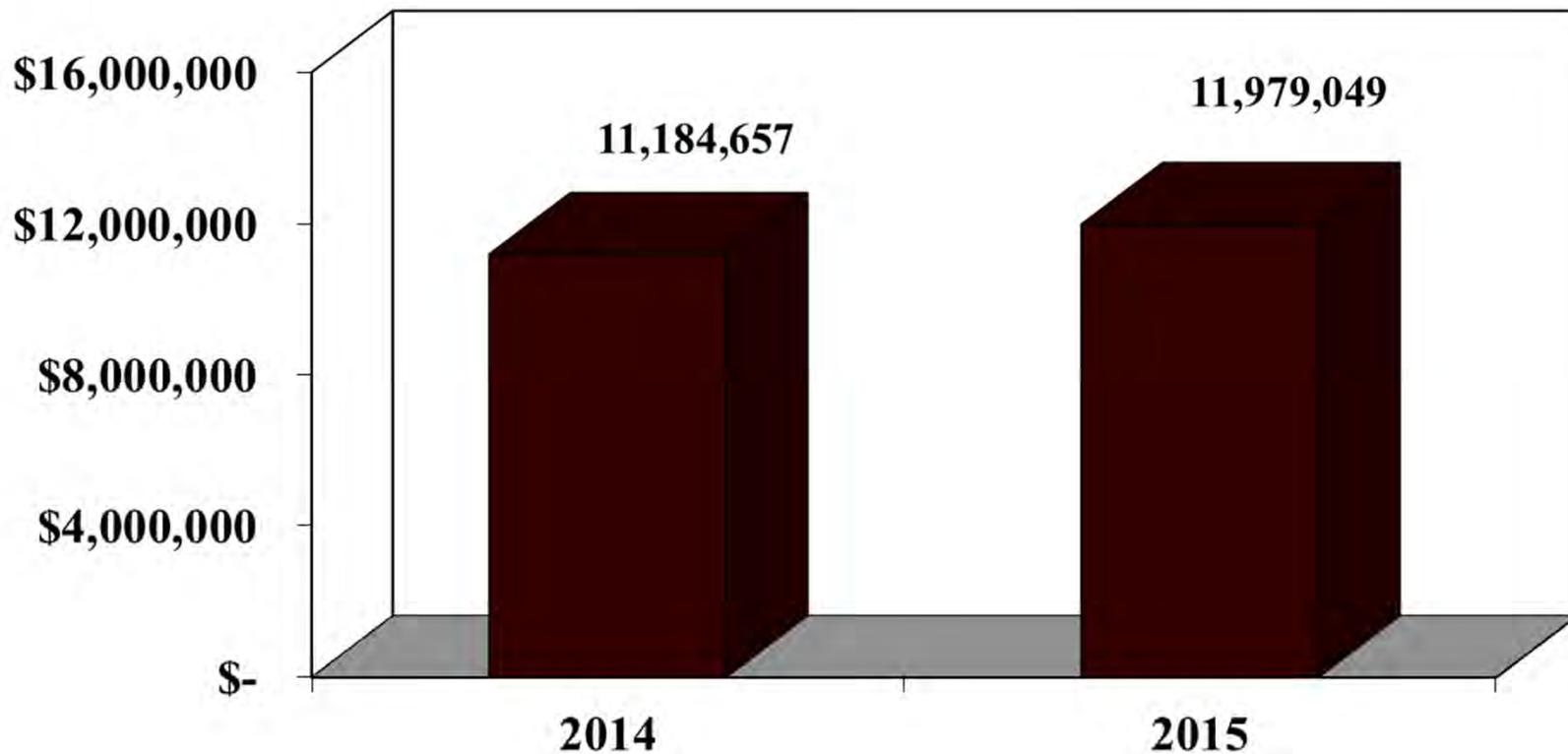
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# Human Services



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# Public Safety



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# Water Pollution Control Plant

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	<u>2014</u>	<u>2015</u>
<b>Unrestricted Net Position</b>	\$ 4,927,320	\$ 5,282,811
<b>Cash Flow From Operations</b>	1,945,018	2,938,305
<b>Net Income (GAAP)</b>	2,056,237	(1,187,589)
<b>Net Income (Cash Basis)</b>	\$ (55,520)	469,447



# Public Utilities

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	<b><u>2014</u></b>	<b><u>2015</u></b>
<b>Unrestricted Net Position</b>	\$ 2,453,408	\$ 2,817,896
<b>Cash Flow From Operations</b>	1,724,526	1,691,172
<b>Net Income (GAAP)</b>	(332,045)	2,138,575
<b>Net Income (Cash Basis)</b>	(1,171,635)	(494,749)



# East Moore Water District

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	<b><u>2014</u></b>	<b><u>2015</u></b>
<b>Unrestricted Net Position</b>	\$ 752,271	\$ 872,358
<b>Cash Flow From Operations</b>	897,872	755,112
<b>Net Income (GAAP)</b>	(388,031)	(422,539)
<b>Net Income (Cash Basis)</b>	161,510	119,476



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**Discussion  
&  
Questions**

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**Moore County**  
2015 Comprehensive Annual  
Financial Report



## **MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, DECEMBER 8, 2015**

### **ORGANIZATIONAL AND REGULAR MEETING**

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The Moore County Board of Commissioners met for an Organizational and Regular Meeting at 5:30 p.m., Tuesday, December 8, 2015 in the Commissioners' Meeting Room, Second Floor, Historic Courthouse in Carthage, North Carolina.

**Commissioners Present:** Nick Picerno, Otis Ritter, Jerry Daeke, Catherine Graham, Randy Saunders

**Commissioners Absent:** None

#### **REGULAR MEETING**

Laura Williams, Clerk to the Board, called the meeting to order at 5:30 p.m.

Reverend Scott McInnis of Red Branch Baptist Church provided the invocation and Register of Deeds Judy Martin led the Pledge of Allegiance.

#### **ELECTION OF CHAIRMAN**

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to elect Commissioner Picerno as Chairman of the Board of Commissioners for the ensuing year.

#### **ELECTION OF VICE CHAIRMAN**

Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to elect Commissioner Saunders as Vice Chairman of the Board of Commissioners for the ensuing year.

#### **PUBLIC COMMENT PERIOD**

Mr. Charles Mirman discussed the disposition of a fire truck by the Moore County Airport and urged the commissioners to facilitate keeping the truck.

## **ADDITIONAL AGENDA**

Upon motion made by Chairman Picerno, seconded by Vice Chairman Saunders, the Board voted 5-0 to add the following two items to the agenda: Lottery Fund Application for Moore County Schools; Presentation on Proposed Taxation.

## **RECOGNITIONS**

### **Dog Tags Class**

Ms. Mary Jo Morris introduced members of the newest Dog Tags of Moore County class and provided an update on class activities.

## **PRESENTATIONS**

### **Public Safety Ordinance**

Public Safety Director Bryan Phillips provided to the Board proposed revisions to the Public Safety Ordinance, which would consolidate the Ordinance into one chapter within the Code of Ordinances. Mr. Phillips indicated he would give the Board time to review the changes and bring the item back for approval at a later date.

### **Proposed Taxation**

Regarding a proposed one quarter cent sales tax increase in Moore County to help fund capital projects for Moore County Schools, Chairman Picerno presented information on property tax, sales tax, and education spending per capita in Moore County compared to surrounding counties, saying public speakers at the Board's last regular meeting had prompted him to do some research. Chairman Picerno discussed the impacts of a property tax increase and said the sales tax would be the least impacting with the most effectiveness. The handout provided by Chairman Picerno is hereby incorporated as a part of these minutes by attachment as Appendix A.

## **CONSENT AGENDA**

Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve the following consent agenda items:

Public Official Bonds

Minutes: November 17, 2015 Regular Meeting and Closed Session

Minutes: November 17, 2015 Special Meeting

Budget Amendments

Tax Releases/Refunds – November 2015

County Facilities Expansion Project Ordinance Revision # 5

Resolution Authorizing Upset Bid Process for "Patterson Lot 8"

Amendment to FY16 Budget Ordinance, Sec. 10 Trust & Agency Funds

The public official bonds examination resolution, budget amendments, tax releases and refunds resolutions, project ordinance revision, resolution authorizing the upset bid process, and amendment to the Budget Ordinance are hereby incorporated as a part of these minutes by attachment as Appendices B, C, D, E, F, and G, respectively.

## **PUBLIC HEARINGS**

### **2012 Scattered Site Housing CDBG Closeout**

Planning Director Debra Ensminger reviewed information on the County's 2012 Scattered Site Housing Community Development Block Grant program and requested the Board hold a public hearing, duly advertised, regarding closeout of the grant. Chairman Picerno opened the public hearing. There were no speakers. Chairman Picerno closed the public hearing. Vice Chairman Saunders made a motion, seconded by Commissioner Daeke, to authorize the Chairman to execute all documents necessary for the closeout of the County's 2012 Scattered Site Housing Community Development Block Grant. Chairman Picerno noted that an increase in the property tax rate would also affect the individuals who participated in this program. The motion carried 5-0. Ms. Ensminger noted this would be the final Scattered Site Housing Community Development Block Grant as funds would only be available for infrastructure, not housing, henceforth.

## **NEW BUSINESS**

### **Public Safety:**

#### **Approval of Advanced Life Support Equipment Purchase/Lease Agreement**

Public Safety Director Bryan Phillips reviewed the need for new cardiac monitor/defibrillators and requested the Board's approval. Commissioner Ritter made a motion, seconded by Vice Chairman Saunders, to do all of the following upon final approval of the County Attorney and Chief Financial Officer: 1) award the bid (RFP # 2016:04) to U.S. Bancorp Government Leasing and Finance, Inc.; 2) authorize Moore County to enter into a purchase contract not to exceed \$355,043.83 for the purchase of Zoll X Series Advanced Life Support equipment; and 3) authorize the Chairman to sign all associated documents. Vice Chairman Saunders inquired about the annual lease payment, which Mr. Phillips said would be \$71,009. The motion carried 5-0. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to approve a budget amendment and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix H.

### **Human Resources:**

#### **Authorization for Changes to Health Benefit Plan Summary Plan Description**

Human Resources Director Denise Brook requested authorization for the County Attorney, County Manager, and Human Resources Director to make changes to the Summary Plan

Description of the Health Benefit Plan. She explained these changes would be only as necessary to stay in compliance with applicable laws or to clarify terminology, limitations, and exclusions of the plan. Commissioner Graham made a motion, seconded by Vice Chairman Saunders, to authorize the County Attorney, County Manager, and Human Resources Director to make changes to the Summary Plan Description as necessary for compliance with applicable laws and/or to clarify terminology, limitations, and exclusions of the plan. Chairman Picerno if there would be any financial impact or any change in what employees could expect and Ms. Brook said no. Chairman Picerno indicated the Board would like to be aware of changes made and County Attorney Misty Leland and County Manager Wayne Vest confirmed this information could be included in the weekly report/and or an email to the Board. Commissioner Daeke asked whether it was necessary to authorize all three of the staff members to make the changes and Ms. Brook said yes. The motion carried 5-0.

### **Public Works:**

#### Approval of Property Exchange with Village of Pinehurst

Public Works Director Randy Gould reviewed a request for the Board to approve a property exchange with the Village of Pinehurst. Mr. Gould explained that the County owned a tract of land situated in the Village, known as Tract 5, immediately north of other County-owned property. The tract was 4,986 square feet and valued at \$22,890 according to County tax records. The Village wanted to exchange Tract 5 for a portion of the property adjacent to the east side of the County-owned lot south of Tract 5. The Village's tract would be approximately 4,986 square feet with a value of approximately \$18,886. Commissioner Graham asked if the exchange would be a benefit to the County as well as to the Village and Mr. Gould said the property was a triangle piece that was of no use to the County, so yes. Commissioner Daeke asked what improvements there were on the property and Mr. Gould said there were some sewer lines and easements would be a part of the transfer as well. Commissioner Graham asked if anything would have to be moved and Mr. Gould said no. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the warranty deed transferring the property shown as Area A on the plat map from the County of Moore to the Village of Pinehurst and to accept the warranty deed transferring the property shown as Area B on the plat map from the Village of Pinehurst to the County of Moore and to accept the utility easements upon Village property, and to authorize the Chairman to sign all necessary documents.

#### Approval of Bar Rake Purchase Award

Mr. Gould requested approval for purchase of a bar rake for the Water Pollution Control Plant. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to award and approve the purchase of a bar rake to Aqualitec in the amount not to exceed \$131,000 and authorize the Chairman to sign.

## **Moore County Schools:**

### **Lottery Fund Application**

Mr. John Birath, Executive Director for Operations for Moore County Schools, requested the Board's approval of an application by Moore County Schools for the North Carolina Educational Lottery Fund for the design of a new Advanced Career Center (ACC). Discussion was held regarding the budgeted amount and how much would be left in the lottery fund after this request. Chairman Picerno asked Mr. Birath how these funds would work with the timeline if a proposed quarter cent sales tax increase, identified to help fund Schools projects, was not approved by the voters. Mr. Birath said at this phase in the ACC project, it could still be stopped or scaled back. Chairman Picerno asked if the public would get to see what the Schools had in mind for the ACC prior to the sales tax referendum and Mr. Birath said yes and indicated it would likely even be presented in 3-D. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to approve the lottery application.

## **APPOINTMENTS**

### **Fire Commission Chair and Vice Chair**

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Daeke, the Board voted 5-0 to reappoint Mike Cameron as Chairman of the Fire Commission for the ensuing year. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to reappoint Larry Upchurch as Vice Chairman of the Fire Commission for the ensuing year.

### **Local Emergency Planning Committee**

Upon motion made by Chairman Picerno, seconded by Vice Chairman Saunders, the Board voted 5-0 to reappoint John Ganley to the Local Emergency Planning Committee for a three-year term expiring December 31, 2018.

### **Juvenile Crime Prevention Council**

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to appoint Lieutenant Josh Craven as the Sheriff's designee member of the Juvenile Crime Prevention Council for a two-year term expiring December 31, 2017.

### **Nursing and Adult Care Home Community Advisory Committee**

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Daeke, the Board voted 5-0 to reappoint Helen Schillaci and Virginia Whiting to the Nursing and Adult Care Home Community Advisory Committee for three-year terms expiring December 31, 2018.

## **MANAGER'S REPORT**

County Manager Wayne Vest:

- Offered congratulations to newly elected Chairman Nick Picerno and Vice Chairman Randy Saunders, and thanked Commissioner Otis Ritter for his service as Vice Chairman the previous year
- Recognized Parks and Recreation Director Billy Ransom and Tax Department staff for decorating the Historic Courthouse for Christmas, and thanked the Union Pines High School Chorus for performing at the tree lighting ceremony
- Shared that the Information Technology Department had launched the County's new website
- Said staff continued to work on the agenda for the Board's Winter Summit meeting in January and welcomed feedback
- Wished everyone a merry Christmas and happy New Year

## **COMMISSIONERS' COMMENTS**

Commissioner Daeke wished everyone a merry Christmas and happy New Year.

Commissioner Ritter referenced a recent article in the newspaper regarding taxes and said it was incorrect in stating the Board had raised taxes. He discussed the hardships created in raising the property tax (versus increasing the sales tax to help fund school capital needs).

Commissioner Graham said it was a pleasure to represent the Board at the tree lighting ceremony and to sing with the Union Pines chorus. She said she had received favorable comments regarding the beauty of the Historic Courthouse and asked Mr. Vest to check into why some of the candles in the windows were not burning. Commissioner Graham wished a merry Christmas to staff and said she appreciated them so much and hoped the holidays were pleasant.

Vice Chairman Saunders shared information on a property tax versus sales tax comparison an employee of his business had completed that indicated how much more impacting a property tax increase would be to Moore County citizens. Vice Chairman Saunders wished everyone a merry Christmas.

Commissioner Ritter wished everyone a merry Christmas.

Chairman Picerno congratulated staff on their work over the past year and reviewed many accomplishments. He wished everyone a merry Christmas. Chairman Picerno complimented the new website. He congratulated all the animal rescue groups also and said the Animal Center had made tremendous strides and that could not have been done without the assistance of the rescue groups. He said he wanted a special card of thanks sent to each group signed by the Board and by staff.

## **CLOSED SESSION**

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) to preserve the attorney client privilege.

Upon returning from closed session, Commissioner Daeke made a motion, seconded by Vice Chairman Saunders, to approve a Settlement Agreement and Release with Progressive Contracting, Inc. where a project completion date is agreed to be May 17, 2015 and Progressive will pay the County \$5,600 to resolve all time extension issues as well as other terms as set forth in the Agreement. The motion carried 5-0.

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to come out of closed session and seal the minutes.

## **ADJOURNMENT**

There being no further business, upon motion made by Commissioner Ritter, seconded by Vice Chairman Saunders, the Board voted 5-0 to adjourn the December 8, 2015 organizational and regular meeting of the Moore County Board of Commissioners at 6:38 p.m.

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Nick J. Picerno, Chairman

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Laura M. Williams, Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Chief Finance Officer



**DATE:** 12/28/2015

**SUBJECT:** Budget Amendments

**PRESENTER:** Caroline L. Xiong

**REQUEST:**

Approve the attached budget amendments

**BACKGROUND:**

The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget is adopted. Attached are detailed explanations of each amendment and the appropriate Department Directors are here to answer any questions you may have. The amendments are:

	Department	Amount	Sources of Revenue	Justification
1.	Social Services	\$100,000 decrease	Duke Energy Progress Merger Settlement (100% Private Grant Funding – No County Match)	DSS will return \$100,000 of the original grant \$166,463 and DSS will retain \$61,631 in remaining fund, amount that feasibly can be distributed by June 30, 2016
2.	Sheriff	\$3,554 increase	Justice Funds – Drug Forfeiture Funds	Purchase Law Enforcement Equipment
3.	Sheriff	\$18,423 increase	SCAAP Grant Award	Detention Center in areas of training for officers to help manage offender population, training/education for the offender and improvement for inmate housing and programs.
4.	Sheriff	\$270 increase	Moore County Hounds Inc.	Special Assignment Work Performed
5.	Sheriff	\$100 increase	Citizen Donation	Purchase Law Enforcement Equipment
6.	Health	\$12,000 increase	State Grant Funds Provided by NC DHHS Division of Public Health Agreement Addendums for FY2015-2016	Oral Health
7.	EMS	\$35,000 increase	Emergency Management Planning Grant for 2015	Emergency Management activities, exercises and supplies to strengthen overall capabilities and response to emergencies.

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

The overall effect is to increase/decrease the revenue and expenditures in the General Fund by \$12,270, Multi-Year Grant Fund by (\$42,923), to authorize the County Manager to proceed with the amendments and any actions required as a result.

**RECOMMENDATION SUMMARY:**

Recommend a motion to approve the following budget amendments as stated.

**SUPPORTING ATTACHMENTS:**

The following budget amendments and supporting information are attached:

# Fiscal Year 2015/2016

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Social Services - Duke Energy Progress Merger Settlement (100% Private Grant Funding - No County Match)					
Revenue	24018044 36191	Duke PE Energy Funds	166,463	(100,000)	66,463
Expense	24038044 53960	Duke PE Energy Funds	166,463	(100,000)	66,463

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 Nicholas J. Picerno  
 Moore County Board of Commissioners

\_\_\_\_\_  
 Laura Williams  
 Clerk to the Board

70001

## **Budget Amendment Staff Report #2**

**Department:** Department of Social Services

**Increase or Decrease of Amount of Funding:** Decrease in funding by \$100,000

**Source(s) of Funding:** Duke Energy Progress Merger Settlement (100% private grant funding – no County match)

**Justification (please be specific):** DSS will return \$100,000 of the original grant of \$166,463 for reallocation to another county. DSS will retain \$61,631 in remaining funds, an amount that feasibly can be distributed by June 30, 2016.

# Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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## Sheriff - Justice Funds - Drug Forfeiture Funds

Revenue	24032005 36080 Justice Funds	200,000	3,554	203,554
Expense	24019505 53847 Justice Funds	258,916	3,554	262,470

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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Nicholas J. Picerno  
Moore County Board of Commissioners

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Laura Williams  
Clerk to the Board

## **Budget Amendment Staff Report**

**Department:** Sheriff's Office

**Increase or Decrease of Amount of Funding:** Increase of \$3,553.68

**Source(s) of Funding:** Justice Funds-Drug Forfeiture Funds-January 5, 2015

**Justification (please be specific):** These funds will be used to purchase law enforcement equipment.

# Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Sheriff - SCAAP Grant Award

Revenue	24032005 36108 SCAAP Grant	112,607	18,423	131,030
Expense	24019505 53883 SCAAP Grant	130,492	18,423	148,915

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 Nicholas J. Picerno  
 Moore County Board of Commissioners

\_\_\_\_\_  
 Laura Williams  
 Clerk to the Board

## **Budget Amendment Staff Report**

**Department:** Sheriff's Office

**Increase or Decrease of Amount of Funding:** Increase of \$18,423.00

**Source(s) of Funding:** SCAAP Grant Award: January 5, 2016

**Justification (please be specific):** These funds will be used to supplement the Detention Center in areas of training for officers to help manage offender populations, training/education for the offender, and for improvement for inmate housing and inmate programs.

# Fiscal Year 2015/2016

Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget	
Sheriff - Moore County Hounds Inc.					
Revenue	10024005 30520	Special Assignment	5,355	270	5,625
Expense	10019505 51205	Special Assignment	5,355	270	5,625

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nicholas J. Picerno  
Moore County Board of Commissioners

\_\_\_\_\_  
Laura Williams  
Clerk to the Board

## **Budget Amendment Staff Report**

**Department:** Sheriff's Office

**Increase or Decrease of Amount of Funding:** Increase of \$270.00

**Source(s) of Funding:** Moore County Hounds Inc.

**Justification (please be specific):** These funds will be used to compensate deputies for special assignment work performed.

# Fiscal Year 2015/2016

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff - Citizen Donation					
Revenue	24018005 30505	Law Enforcement Donations	21,426	100	21,526
Expense	24019505 53922	Donations	21,426	100	21,526

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nicholas J. Picerno  
Moore County Board of Commissioners

\_\_\_\_\_  
Laura Williams  
Clerk to the Board

## **Budget Amendment Staff Report**

**Department:** Sheriff's Office

**Increase or Decrease of Amount of Funding:** Increase of \$100.00.

**Source(s) of Funding:** Citizen Donation

**Justification (please be specific):** These funds will be used to purchase law enforcement equipment.

# Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Health - State Grant Funds Provided by NC DHHS Division of Public Health  
Agreement Addendums for FY2015-2016

Revenue	10032071 35212	Oral Health Grant Funds	-	12,000	12,000
Expense	10039063 53967	Oral Health Grant Expense	-	12,000	12,000

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nicholas J. Picerno  
Moore County Board of Commissioners

\_\_\_\_\_  
Laura Williams  
Clerk to the Board

## **Budget Amendment Staff Report**

### **Department:**

Health

### **Increase or Decrease of Amount of Funding:**

Increase Revenue Account 10032071-35212 Oral Health Grant Funds \$12,000

Increase Expense Account 10039063-53967 Oral Health Grant Expense \$12,000

### **Source(s) of Funding:**

State grant funds provided by NC DHHS Division of Public Health Agreement Addendums for FY2015-2016.

### **Justification (please be specific):**

The purpose of this funding is to increase the number of partnerships between local health departments and the state dental office, to strengthen the relationship between them and to create strong Regional Oral Health Teams consisting of local health departments, Oral Health Section, and medical providers.

An effective state oral health program requires the contribution and collaboration of many partners. By increasing the collaboration between the state dental office and the local dental programs, these oral health partnerships will expand preventive dental services statewide, improve dental access and develop programs for additional vulnerable population groups that include the frail elderly and middle and high school students.

The Local Health Department shall:

1. Complete baseline survey gauging oral health knowledge and participate in all monthly Regional Oral Health Team webinars.
2. Attend the North Carolina Dental Public Health Conference in April 2016.
3. Expand preventive services by providing the Fluoride Mouth Rinse program and Dental Sealant Projects in its county.
4. Participate in the OHS Webinar on Perinatal Oral Health held on February 12, 2016.

The Oral Health Section follows the three principles of public health – assessment, policy development and assurance. The Section’s goal is to eliminate disparities in oral health through prevention and education

# Fiscal Year 2015/2016

<u>Budget Line Item Number</u>	<u>Budget Line Item Title</u>	<u>Budgeted Amount</u>	<u>Increase/ (Decrease)</u>	<u>Revised Budget</u>
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Public Safety - 2015 EMPG Grant

Revenue	24032010 36076 PS164 2015 EMPG Grant	-	35,000	35,000
Expense	24021010 53832 PS164 2015 EMPG Grant	-	35,000	35,000

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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Nicholas J. Picerno  
Moore County Board of Commissioners

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Laura Williams  
Clerk to the Board

## **Budget Amendment Staff Report**

**Department:** Public Safety

**Increase or Decrease of Amount of Funding:** Increase Revenue by \$35,000.00 in budget code 24032010-36076 PS 164 and increase Expenditure by \$35,000.00 in budget code 24021010-53832 PS 164

**Source(s) of Funding:** Emergency Management Planning Grant for 2015

**Justification (please be specific):** Grant funding will be used for Emergency Management activities, exercises, and supplies to strengthen overall capabilities and response to emergencies that may happen within the county.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Chief Finance Director

**DATE:** December 28, 2015

**SUBJECT:** Updated Disbursing Signature Card

**PRESENTERS:** Caroline L. Xiong, Chief Finance Director

**REQUEST:**

Approve updated signature cards for Disbursing/STIF Account

**BACKGROUND:**

Update signature authorizations

**IMPLEMENTATION PLAN:**

Update North Carolina Department of State Treasurer Signature Card for Disbursing/STIF Account.

**FINANCIAL IMPACT STATEMENT:**

No financial impact.

**RECOMMENDATION SUMMARY:**

Request the Chairman to approve signature authorizations.

**SUPPORTING ATTACHMENTS:**

North Carolina Department of State Treasurer Signature Card for Disbursing/STIF Account form.





**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Chief Finance Officer



**DATE:** December 28, 2015

**SUBJECT:** Sandhills Community College Request for the Capital Project Loan Disbursement of \$440,709.22 from the \$1,800,000 loan to SCC.

**PRESENTER:** Caroline L. Xiong

**REQUEST:**

Request the Board of Commissioners to approve the capital project loan disbursement of \$440,709.22 for the college's expansion and renovation of the Dempsey Student Center from the \$1,800,000 loan approved by the Board of Commissioners, effective July 1, 2014.

**BACKGROUND:**

The Board of Commissioners approved on June 17<sup>th</sup>, 2014 a Resolution for Funding for Dempsey Hall Student Center Expansion and Deferred Maintenance Cost for Sandhills Community College, Effective July 1, 2014. The County and SCC have determined the amount of the County funds needed for the expansion project is \$1,800,000. The County provided this amount in the form of a one-time loan to SCC from the County's General Fund Balance. The current remaining balance is \$481,514.34.

**IMPLEMENTATION PLAN:**

Staff will proceed with processing the invoice.

**FINANCIAL IMPACT STATEMENT:**

Funds are already budgeted in the General Fund.

**RECOMMENDATION SUMMARY:**

Request the Board of Commissioners to approve the capital project loan disbursement of \$440,709.22 for the college's expansion and renovation of the Dempsey Student Center from the \$1,800,000 loan approved by the Board of Commissioners, effective July 1, 2014.

**SUPPORTING ATTACHMENTS:**

Request for Capital Project Loan Disbursement  
Resolution for Funding for Dempsey Hall Student Center Expansion and Deferred Maintenance Cost for Sandhills Community College, Effective July 1, 2014

GL# 10033597-56300

Request for Capital Project Reimbursement

NCCCS 2-16

College Name: Sandhills Community College

Request # 5

Project Number: 1963

Project Name: Dempsey Hall Gym Expansion

Date: 30-Nov-15

Project Cost - Expenditures/Unpaid Balances							
Cost Item	Account Name	Column (1) Total Project Cost as Per Contract	Column (2) Expenditures Paid Current Month/Qtr.	Column (3) Previous Project Expenditures	Column (4) Expenditures To Date	Column (5) Unpaid Balance of Total Project Cost	Column (6) Amounts Due & Unpaid Must Submit Invoice
1	Land/Site Grading & Improv.	0.00	0.00	0.00	0.00	0.00	0.00
2	General Contract	1,861,814.00	405,672.39	1,179,722.16	1,585,394.55	276,419.45	0.00
3	Architect Contract	205,620.00	20,562.00	96,136.50	116,698.50	88,921.50	0.00
4	Architect Reimbursables	0.00	0.00	0.00	0.00	0.00	0.00
5	Designer Contract	0.00	0.00	0.00	0.00	0.00	0.00
6	Terracon Consultants, Inc.	27,603.00	1,035.00	26,568.00	27,603.00	0.00	0.00
7	CDW Government, LLC	8,672.37	0.00	8,672.37	8,672.37	0.00	0.00
8	The Shed Depot of NC	6,378.31	0.00	6,378.31	6,378.31	0.00	0.00
9	Other Contracts	13,439.83	13,439.83	0.00	13,439.83	0.00	0.00
10	Other Fees	1,008.60	0.00	1,008.60	1,008.60	0.00	0.00
52	Worked Performed by Owner	0.00	0.00	0.00	0.00	0.00	0.00
53	Equipment (Major)	0.00	0.00	0.00	0.00	0.00	0.00
54	Contingency Fund	175,463.89		0.00	0.00	175,463.89	
<b>Project Cost</b>		<b>TOTAL:</b>	<b>2,300,000.00</b>	<b>440,709.22</b>	<b>1,318,485.94</b>	<b>1,759,195.16</b>	<b>540,804.84</b>
<b>Sources of Funds</b>		<b>TOTAL:</b>	<b>2,300,000.00</b>	<b>440,709.22</b>	<b>1,759,195.16</b>	<b>540,804.84</b>	<b>0.00</b>
		Percent of Total Project					
(A)	LOCAL FUNDS	98.01%	2,254,173.84	440,709.22	1,318,485.94	1,759,195.16	494,978.68
(B)	STATE EQUIPMENT	0.00%	0.00	0.00	0.00	0.00	0.00
(C)	STATE GRANTS	1.99%	45,826.16	0.00	0.00	0.00	45,826.16
<b>STATE VOUCHER</b>							
<b>STATUS OF STATE BD. OF COMM. COLLEGES' GRANT</b>			<b>ISSUED</b>		<b>LOCAL FUNDING SHARE:</b>		
1(Col.1C) TOTAL STATE GRANT		45,826.16			1(Col.4A) LOCAL EXPENDED-TO-DA		1,759,195.16
2(Col.4C) EXPENDED TO DATE		0.00			2(Col.6A) AMT. DUE & UNPAID		0.00
3) BALANCE OF GRANT		45,826.16		DATE:	<b>TOTAL:</b>		<b>1,759,195.16</b>
College Name	<u>Sandhills Community College</u>				3) LESS: AMT. REC'D-TO-DATE		1,318,485.94
Project Name	<u>Dempsey Hall Gym Expansion</u>				4) THIS REQUEST FOR FUNDS		440,709.22
Project #	<u>1963</u>				<b>STATE BOARD OF COMM. COLLEGES' SHARE:</b>		
Request #	<u>5</u>				1(Col.4C) STATE EXPENDED-TO-DA		0.00
					2(Col.6C) AMT. DUE & UNPAID		0.00
					<b>TOTAL:</b>		<b>0.00</b>
					3) LESS: AMT. REC'D-TO-DATE		0.00
					4) THIS REQUEST FOR FUNDS		0.00



Capital Improvement Request Signature Page

College Name: Sandhills Community College Budget Code: 0

Project Name: Dempsey Hall Gym Expansion Project Number: 1963

We hereby certify that, to the best of our knowledge and belief, this statement of balances and expenditures for this capital improvement request is correct, that expenditures have been made in accordance with the statutes of North Carolina and the rules and regulations of the State Board of Community College and that payment of this pro rata share of capital improvement costs has not been received by this college.

Request # 5

Amount Requested

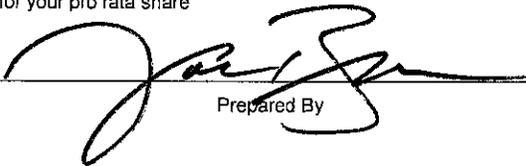
To: BOARD OF COMMUNITY COLLEGES: Please draw a voucher in the amount of

\$ 0.00

for your pro rata share of state and/or federal funds.

Amount Due from Local County for your pro rata share

\$ 440,709.22

  
Prepared By

12/2/15  
Date

Prepared By  
  
Community College President/CFO

12/2/15  
Date

Total Project Cost 1,759,195.16

STATE LEVEL USE

Approved for Payment  Vice-President	Batch # <input type="text"/>
	Date: <input type="text"/>
	Budget Code <input type="text"/>

Comments

Back- Up Documentation

(Check all that apply)

Attached

Mailed

N/A

**RESOLUTION FOR FUNDING FOR DEMPSEY HALL STUDENT CENTER  
EXPANSION AND DEFERRED MAINTENANCE COST  
FOR SANDHILLS COMMUNITY COLLEGE  
Effective July 1, 2014**

WHEREAS, Sandhills Community College (SCC) plans to expand Dempsey Hall Student Center; and

WHEREAS, the County desires to assist SCC with this expansion by developing a pay-as-you-go plan that maintains the integrity of the County's and taxpayer's relationship by not increasing County debt nor taxes and, at the same time, meeting the needs of SCC; and

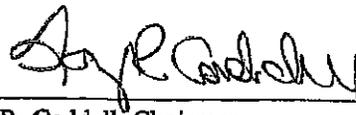
WHEREAS, the County and SCC have determined the amount of County funds needed for the expansion project is \$1,800,000 and the County desires to provide this amount in the form of a one-time loan to SCC from the County's General Fund Balance; and

WHEREAS, the repayment of the \$1,800,000 loan, plus interest in an amount equal to 25 basis points above the highest interest rate set by the North Carolina Cash Management Trust Fund within a 12 month period on a calendar year basis beginning with calendar year 2014, to the County's General Fund Balance will originate from the projected savings from the yearly reduction in debt service for SCC as well as an amount that equates to 6% above the 15% unassigned General Fund Balance that the Board of Commissioners allocates to the County's Capital Reserve Fund. Pursuant to the spreadsheet attached hereto as Exhibit A and herein incorporated by reference as if fully set forth, the County is estimated to have received repayment plus interest, calculated annually on the outstanding balance, in an amount that is in excess of the borrowed amount of \$1,800,000, plus interest as stated above, by June 30, 2020. (Please also see Exhibit A.) Alternatively, SCC may at its discretion, choose to utilize the amount equal to 6% above the 15% unassigned General Fund Balance for its current needs, ongoing maintenance (i.e. deferred maintenance), and/or may elect to pay off its debt early and save interest; and

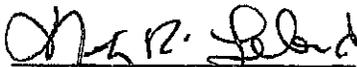
WHEREAS, the County will also provide SCC \$986,633 for deferred maintenance cost, which is 6% of the current balance of the County's Capital Reserve Fund that currently totals \$16,443,868. The \$986,633 requested is a part of SCC's annual budget request that the County will provide funding for FY2014-2015 only; and

NOW THEREFORE BE IT RESOLVED, that the Moore County Board of Commissioners approves the funding and repayment plans as set forth above for SCC's Dempsey Hall Student Center Expansion and deferred maintenance cost and authorizes its Chairman to execute this Resolution.

Adopted this 17<sup>th</sup> day of June, 2014.



Larry R. Caddell, Chairman  
Moore County Board of Commissioners



Misty Leland  
County Attorney

# EXHIBIT A

Debt Service Amounts by Fiscal Year (M\$)

	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29
College Annual Debt Service	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368
College Base Year (FY14) Debt Service	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368
College Annual Debt Service Reduction		\$47,965	\$92,254	\$89,532	\$98,906	\$604,165	\$636,782	\$571,865	\$318,445	\$964,237	\$410,732	\$457,660	\$504,732	\$551,764	\$598,280	\$1,328,582
College Cumulative Debt Reduction		\$47,965	\$140,219	\$228,751	\$328,657	\$1,432,822	\$2,069,604	\$2,641,469	\$2,959,914	\$3,324,171	\$3,734,903	\$4,192,563	\$4,697,295	\$5,249,059	\$5,846,739	\$6,975,321
C.A.F.R Allocation Estimate		\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015
TOTAL Estimated For GF Repayment		\$280,980	\$606,249	\$828,796	\$1,760,717	\$2,597,887	\$3,667,284	\$4,272,594	\$4,824,254	\$5,421,306	\$6,065,053	\$6,755,728	\$7,493,475	\$8,277,654	\$9,308,949	\$10,470,546

**EXAMPLE USING ONLY DEBT SERVICE REDUCTION DOLLARS FOR REPAYMENT**

Allocation/Balance From Prior Year	\$1,800,000	\$1,770,035	\$1,713,182	\$1,657,913	\$1,092,166	\$509,844
Annual Interest (estimated at 2.00%)	\$38,000	\$35,401	\$34,264	\$33,158	\$21,849	\$10,197
Balance Due	\$1,838,000	\$1,805,436	\$1,747,446	\$1,691,072	\$1,114,009	\$520,041
Payment Allocation (January each year)	\$47,965	\$92,254	\$89,532	\$98,906	\$604,165	\$636,782
Balance Remaining After Payment	\$1,770,035	\$1,713,182	\$1,657,913	\$1,092,166	\$509,844	-\$116,741

Note: FY15 interest is calculated at 6 months

**EXAMPLE USING BOTH DEBT SERVICE REDUCTION DOLLARS AND C.A.F.R ALLOCATION DOLLARS FOR REPAYMENT**

Allocation/Balance From Prior Year	\$1,800,000	\$1,537,020	\$1,242,491	\$944,794	\$131,769
Annual Interest (estimated at 2.00%)	\$38,000	\$30,740	\$24,850	\$18,895	\$2,635
Balance Due	\$1,838,000	\$1,567,760	\$1,267,341	\$963,690	\$134,404
Payment Allocation (January each year)	\$280,980	\$606,249	\$828,547	\$831,921	\$837,180
Balance Remaining After Payment	\$1,557,020	\$1,242,491	\$944,794	\$131,769	-\$702,776

Note: FY15 interest is calculated at 6 months

<b>08 Bond, Matures FY2028</b>	
Schools	80%
College	20%
<b>2009A Bond, Matures FY2029</b>	
Schools	74.5763%
College	25.4237%
<b>2009B Bond, Matures FY2018</b>	
Schools	76%
College	24%
<b>2012 Bond, Matures FY2017</b>	
Schools	52.1739%
College	47.8261%

**Agenda Item:** V. E.  
**Meeting Date:** 5 January 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Robert R. Wittmann, Health Director  
and Secretary to the Board of Health

**DATE:** December 9, 2015

**SUBJECT:** Health Department Radon Resolution

**PRESENTER:** Robert R. Wittmann, Health Director

**REQUEST:** That the Moore County Board of Commissioners adopt a resolution proclaiming January 2016 as “RADON ACTION MONTH” in Moore County, North Carolina.

**BACKGROUND:** According to the U.S. Environmental Protection Agency, radon causes more than 20,000 deaths each year, making it the second leading cause of lung cancer deaths in the United States and the number one cause among non-smokers.

**IMPLEMENTATION PLAN:** Upon approval of the resolution by the Moore County Board of Commissioners, the Health Department will post it to their website.

**FINANCIAL IMPACT STATEMENT:** There will be no additional financial impact.

**RECOMMENDATION SUMMARY:** Adopt a resolution proclaiming January 2016 as “RADON ACTION MONTH” in Moore County, North Carolina.

**SUPPORTING ATTACHMENTS:** The Moore County Board of Health Radon Action Month Resolution dated December 8, 2015 and The Moore County Board Commissioners Radon Action Month Resolution dated January 5, 2016.

MOORE COUNTY BOARD OF HEALTH RESOLUTION  
RADON ACTION MONTH

WHEREAS, radon is a colorless, odorless, naturally occurring radioactive gas that threatens the health of our citizens; and

WHEREAS, according to the U.S. Environmental Protection Agency, radon causes more than 20,000 deaths each year, making it the second leading cause of lung cancer deaths in the United State and the number one cause among non-smokers; and

WHEREAS, a national health advisory was issued by the U.S. Surgeon General in 2005 because breathing indoor radon over prolonged periods can present a significant health risk; and

WHEREAS, according to the U.S. Environmental Protection Agency, one in 15 homes across the country has an elevated radon level; and

WHEREAS, in North Carolina, based on data collected by the Radiation Protection Section in the Division of Health Service Regulation, radon is present at elevated levels in about seven percent of homes; and

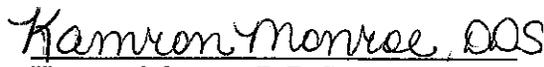
WHEREAS, indoor elevated levels of radon are a preventable and correctable problem; and

WHEREAS, testing for radon is simple and inexpensive, ranging from \$6 to \$30 for do-it-yourself tests with costs of repairs by a professional to reduce the radon level ranging from \$1,500 to approximately \$2,500; and

WHEREAS, the State's Radon Program and the U.S. Environmental Protection Agency are encouraging Americans to test their homes for radon, mitigate elevated levels of radon, and build new homes with radon-resistant materials and features;

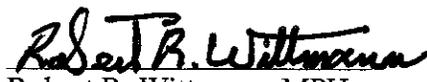
NOW, THEREFORE BE IT RESOLVED, that the Moore County Board of Health does hereby proclaim January 2016 as "RADON ACTION MONTH" and recommends that the Moore County Board of Commissioners proclaims January 2016 as "RADON ACTION MONTH" in Moore County, North Carolina and urges our citizens and interested groups to promote awareness of the hazards of radon exposure, encourage citizens to test and mitigate their homes for radon levels and visit [www.ncradon.org](http://www.ncradon.org) for additional radon information

Adopted this 8<sup>th</sup> day of December, 2015.

  
Kamron Monroe, D.D.S.  
Chair, Moore County Board of Health

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY THAT the foregoing resolution was duly approved and adopted by a quorum of members of the Moore County Board of Health at its meeting held on December 8, 2015.

  
Robert R. Wittmann, MPH  
Secretary to the Board

MOORE COUNTY BOARD OF COMMISSIONERS RESOLUTION  
RADON ACTION MONTH

WHEREAS, radon is a colorless, odorless, naturally occurring radioactive gas that threatens the health of our citizens; and

WHEREAS, according to the U.S. Environmental Protection Agency, radon causes more than 20,000 deaths each year, making it the second leading cause of lung cancer deaths in the United State and the number one cause among non-smokers; and

WHEREAS, a national health advisory was issued by the U.S. Surgeon General in 2005 because breathing indoor radon over prolonged periods can present a significant health risk; and

WHEREAS, according to the U.S. Environmental Protection Agency, one in 15 homes across the country has an elevated radon level; and

WHEREAS, in North Carolina, based on data collected by the Radiation Protection Section in the Division of Health Service Regulation, radon is present at elevated levels in about seven percent of homes; and

WHEREAS, indoor elevated levels of radon are a preventable and correctable problem; and

WHEREAS, testing for radon is simple and inexpensive, ranging from \$6 to \$30 for do-it-yourself tests with costs of repairs by a professional to reduce the radon level ranging from \$1,500 to approximately \$2,500; and

WHEREAS, the State's Radon Program and the U.S. Environmental Protection Agency are encouraging Americans to test their homes for radon, mitigate elevated levels of radon, and build new homes with radon-resistant materials and features;

NOW, THEREFORE BE IT RESOLVED, that the Moore County Board of Commissioners does hereby proclaim January 2016 as "RADON ACTION MONTH" in Moore County, North Carolina and urges our citizens and interested groups to promote awareness of the hazards of radon exposure, encourage citizens to test and mitigate their homes for radon levels and visit [www.ncradon.org](http://www.ncradon.org) for additional radon information

Adopted this 5<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Nick Picerno  
Chairman

ATTEST:

\_\_\_\_\_  
Laura M. Williams  
Clerk to the Board of Moore County Commissioners

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM: Sheriff Neil Godfrey**

**DATE: December 11, 2015**

**SUBJECT: Records Retention and Disposition Schedule for the Sheriff's Office**

**REQUEST:**

We are requesting that the Board of Commissioners approve the Records Retention and Disposition Schedule for Sheriff's Office records dated November 15, 2015 proposed by the North Carolina Department of Cultural Resources.

**BACKGROUND:**

According to General Statute 121-5 and General Statute 132-3, public records may only be destroyed with the consent of the Department of Cultural Resources. This schedule is the primary method by which the Department of Cultural Resources gives its consent. Without the approval of this schedule, the Sheriff's Office is obligated to obtain permission to destroy any record, no matter how insignificant. The approval of this schedule will enable the Sheriff's Office to legally destroy records that do not and will not have further use or value for official business, research or reference purposes after the respective retention periods specified by this schedule have been met.

**IMPLEMENTATION PLAN:**

The Sheriff's Office will retain and dispose of public records in compliance with the schedule established by the North Carolina Department of Cultural Resources and approved by the Moore County Board of Commissioners.

**FINANCIAL IMPACT STATEMENT:**

We do not anticipate any expenses resulting from the implementation of this schedule.

**RECOMMENDATION SUMMARY:**

The Sheriff recommends that the Board of Commissioners approve this request.

Make a motion to approve the attached Records Retention and Disposition Schedule, dated November 15, 2015, proposed by the North Carolina Department of Cultural Resources for Sheriff's Offices for use by the Moore County Sheriff's Office and authorize the Chairman to sign the same.

**SUPPORTING ATTACHMENTS:**

1. Copy of North Carolina General Statute 121-5
2. Copy of North Carolina General Statute 132-3
3. Copy of the Records Retention and Disposition Schedule for Sheriff's Offices issued by the North Carolina Department of Cultural Resources

**§ 121-5. Public records and archives.**

(a) State Archival Agency Designated. – The Department of Cultural Resources shall be the official archival agency of the State of North Carolina with authority as provided throughout this Chapter and Chapter 132 of the General Statutes of North Carolina in relation to the public records of the State, counties, municipalities, and other subdivisions of government.

(b) Destruction of Records Regulated. – No person may destroy, sell, loan, or otherwise dispose of any public record without the consent of the Department of Cultural Resources, except as provided in G.S. 130A-99. Whoever unlawfully removes a public record from the office where it is usually kept, or alters, mutilates, or destroys it shall be guilty of a Class 3 misdemeanor and upon conviction only fined at the discretion of the court.

When the custodian of any official State records certifies to the Department of Cultural Resources that such records have no further use or value for official and administrative purposes and when the Department certifies that such records appear to have no further use or value for research or reference, then such records may be destroyed or otherwise disposed of by the agency having custody of them.

When the custodian of any official records of any county, city, municipality, or other subdivision of government certifies to the Department that such records have no further use or value for official business and when the Department certifies that such records appear to have no further use or value for research or reference, then such records may be authorized by the governing body of said county, city, municipality, or other subdivision of government to be destroyed or otherwise disposed of by the agency having custody of them. A record of such certification and authorization shall be entered in the minutes of the governing body granting the authority.

The North Carolina Historical Commission is hereby authorized and empowered to make such orders, rules, and regulations as may be necessary and proper to carry into effect the provisions of this section. When any State, county, municipal, or other governmental records shall have been destroyed or otherwise disposed of in accordance with the procedure authorized in this subsection, any liability that the custodian of such records might incur for such destruction or other disposal shall cease and determine.

(c) Assistance to Public Officers. – The Department of Cultural Resources shall have the right to examine into the condition of public records and shall, subject to the availability of staff and funds, give advice and assistance to public officials and agencies in regard to preserving or disposing of the public records in their custody. When requested by the Department of Cultural Resources, public officials shall assist the Department in the preparation of an inclusive inventory of records in their custody, to which inventory shall be attached a schedule, approved by the head of the governmental unit or agency having custody of the records and the Department of Cultural Resources, establishing a time period for the retention or disposal of each series of records. So long as such approved schedule remains in effect, destruction or disposal of records in accordance with its provisions shall be deemed to have met the requirements of G.S. 121-5(b).

The Department of Cultural Resources is hereby authorized and directed to conduct a program of inventorying, repairing, and microfilming in the counties for security purposes those official records of the several counties which the Department determines have permanent value, and of providing safe storage for microfilm copies of such records. Subject to the availability of funds, such program shall be extended to the records of permanent value of the cities, municipalities, and other subdivisions of government.

(d) Preservation of Permanently Valuable Records. – Public records certified by the Department of Cultural Resources as being of permanent value shall be preserved in the custody of the agency in which the records are normally kept or of the North Carolina State

Archives. Any State, county, municipal, or other public official is hereby authorized and empowered to turn over to the Department of Cultural Resources any State, county, municipal, or other public records no longer in current official use, and the Department of Cultural Resources is authorized in its discretion to accept such records, and having done so shall provide for their administration and preservation in the North Carolina State Archives. When such records have been thus surrendered, photocopies, microfilms, typescripts, or other copies of them shall be made and certified under seal of the Department, upon application of any person, which certification shall have the same force and effect as if made by the official or agency by which the records were transferred to the Department of Cultural Resources; and the Department may charge reasonable fees for these copies. The Department may answer written inquiries for nonresidents of the State and for this service may charge a search and handling fee not to exceed twenty-five dollars (\$25.00). The receipts from this fee shall be used to defray the cost of providing this service.

(e) Archives and Records Management Fund. – The Archives and Records Management Fund is established as a special revenue fund. The Fund consists of the fees credited to it under Chapter 161 of the General Statutes. Revenue in the Fund may be used only to offset the Department's costs in providing essential records management and archival services for public records pursuant to Chapter 121 and Chapter 132 of the General Statutes. (1907, c. 714, s. 5; C.S., s. 6145; 1939, c. 249; 1943, c. 237; 1945, c. 55; 1953, c. 224; 1955, c. 543, s. 1; 1959, c. 1162; 1973, c. 476, s. 48; 1979, c. 361; c. 801, s. 95; 1981, c. 406, ss. 1, 2; 1993, c. 539, s. 916; 1994, Ex. Sess., c. 24, s. 14(c); 1997-309, s. 13; 2001-427, s. 3(a); 2009-451, s. 20B.3(b); 2012-79, s. 2.19(a).)

**§ 132-3. Destruction of records regulated.**

(a) Prohibition. – No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with G.S. 121-5 and G.S. 130A-99, without the consent of the Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or alters, defaces, mutilates or destroys it shall be guilty of a Class 3 misdemeanor and upon conviction only fined not less than ten dollars (\$10.00) nor more than five hundred dollars (\$500.00).

(b) Revenue Records. – Notwithstanding subsection (a) of this section and G.S. 121-5, when a record of the Department of Revenue has been copied in any manner, the original record may be destroyed upon the order of the Secretary of Revenue. If a record of the Department of Revenue has not been copied, the original record shall be preserved for at least three years. After three years the original record may be destroyed upon the order of the Secretary of Revenue.

(c) Employment Security Records. – Notwithstanding subsection (a) of this section and G.S. 121-5, when a record of the Division of Employment Security has been copied in any manner, the original record may be destroyed upon the order of the Division. If a record of that Division has not been copied, the original record shall be preserved for at least three years. After three years the original record may be destroyed upon the order of the Assistant Secretary of Commerce. (1935, c. 265, s. 3; 1943, c. 237; 1953, c. 675, s. 17; 1957, c. 330, s. 2; 1973, c. 476, s. 48; 1993, c. 485, s. 39; c. 539, s. 966; 1994, Ex. Sess., c. 24, s. 14(c); 1997-309, s. 12; 2001-115, s. 2; 2011-401, s. 3.16.)

# RECORDS RETENTION AND DISPOSITION SCHEDULE

## COUNTY SHERIFF'S OFFICE



Issued By:



North Carolina Department of Natural and Cultural Resources  
Division of Archives and Records  
Government Records Section

November 15, 2015

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## County Sheriff's Office Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. **Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

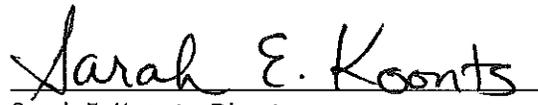
This local government agency and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "*reference value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "*destroy when reference value ends.*" If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "*destroy when reference value ends.*"

The local government agency and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

### APPROVAL RECOMMENDED

\_\_\_\_\_  
County Sheriff

  
Sarah E. Koonts, Director  
Division of Archives and Records

### APPROVED

\_\_\_\_\_  
Chairman, Bd. County Commissioners

  
Susan W. Kluttz, Secretary  
Department of Natural and Cultural Resources

County: \_\_\_\_\_

## EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may only destroy public records with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "Retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management, utilizing the retention schedule, e-mail management, and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

## MANAGING PUBLIC RECORDS IN NORTH CAROLINA

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### ***Q. What is this “records retention and disposition schedule”?***

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by G.S. § 121-5(c) and G.S. § 132-8 to provide. It supersedes all previous editions, including all amendments.

---

### ***Q. How do I get this schedule approved?***

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
- 

### ***Q. Am I required to have all of the records listed on this schedule?***

- A.** No, this is not a list of records you must have in your office.
- 

### ***Q. What is “reference value”?***

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
- 

### ***Q. Do the standards correspond to the organizational structure of my agency?***

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.
- 

### ***Q. What if I cannot find some of my records on this schedule?***

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately.
- 

### ***Q. What are public records?***

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:

“Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

---

**Q. *Is any person allowed to see my records?***

**A.** Yes, except as restricted by specific provisions in state or federal law. G.S. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

---

**Q. *What about my confidential records?***

**A.** Not all government records are open to public inspection. Exceptions to the access requirements in G.S. § 132-6 and the definition of public records in G.S. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

---

**Q. *Am I required to make available to the public copies of drafts that have not been approved?***

**A.** Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

---

**Q. *What do I do with permanent records?***

**A.** Permanent records should be maintained in the office that created the records, forever. They must also have a preservation duplicate, which is either a paper or microfilm copy. See the Human-Readable Preservation Duplicates policy from the North Carolina Department of Cultural Resources (<http://archives.ncdcr.gov/Portals/26/PDF/guidelines/Humreadabledupspolicy.pdf>).

---

**Q. *What is historical value?***

**A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Call a Records Management Analyst for further assistance in assessing historical value.

---

**Q. *What if I do not have any records?***

**A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

---

**Q. *May I store our unused records in the basement, attic, shed, etc.?***

**A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

---

**Q. *Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?***

**A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

---

***Q. Aren't all of our old records at the State Archives of North Carolina?***

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from county offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

---

***Q. I found some really old records. What should I do with them?***

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

---

***Q. Can I give my old records to the historical society or public library?***

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

---

***Q. Who can I call with questions?***

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 807-7350.

## AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

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**Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?**

**A. No record involved in a pending audit, legal, or other official action may be destroyed before that audit or action is resolved.**

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (\*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See **AUDITS: PERFORMANCE**, page 2, item 7, and **AUDITS: FINANCIAL**, page 16, item 5.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

## TRANSITORY RECORDS

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”<sup>1</sup>

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristic, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the General Schedule for State Agency Records, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from the analyst assigned to your agency.

---

### ***Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?***

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Schedule for State Agency Records or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

---

### ***Q. What about research materials, drafts, and other working papers used to create a final, official record?***

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

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<sup>1</sup> *A Glossary of Archival and Records Terminology*, Richard Pearce-Moses (2005)

Working papers supporting certain financial, legal, and other mission-critical functions, however, may continue to have value even after the final, official copy has been approved. To retain these records appropriately, consult the General Schedule for State Agency Records or your office's Program Records Retention and Disposition Schedule.

---

***Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?***

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g. a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at the following link: [http://archives.ncdcr.gov/Portals/26/PDF/guidelines/electronic\\_signature\\_policy.pdf](http://archives.ncdcr.gov/Portals/26/PDF/guidelines/electronic_signature_policy.pdf)

## LEGEND FOR RECORDS SCHEDULE

This Records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or may include confidential information.

**Item #** – an identifying number assigned to each records series for ease of reference.

**Series** – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Series in this schedule are based on common functions in government offices.

**Records Series Title** – a short identification of the records in a series, based on their common function.

**Series Description** – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

**Disposition Instructions** – instructions dictating the length of time a series must be retained, and how the office should dispose of those records after that time.

**Citation** – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with bold, uppercase letters. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

**NOTICES OF PUBLIC MEETINGS**

Includes notices and regular meeting schedules.

See also **AFFIDAVITS OF PUBLICATION**, page 42, item 1.

Sample records series title and description with cross-reference included

***No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.***

**STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS**  
Official records pertaining to the authority, operating philosophy, methods, primary functions, and routine office administration of local agencies.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES</b>	a) Retain in office official copy permanently. b) Destroy in office remaining records after 3 years.	
2.	<b>AGENDA AND MEETING PACKETS</b> Includes agendas and copies of supporting documentation submitted and discussed during meetings of public bodies.  See also <b>MINUTES OF PUBLIC BODIES</b> , page 9, item 36.	a) Retain in office records with historical value permanently. b) Destroy in office other records when reference value ends.† Agency Policy: Destroy in office after _____	
3.	<b>APPLICATIONS FOR APPOINTMENT</b> Applications and related records received from individuals applying for appointments to serve on public boards, commissions, councils, and committees.	a) Destroy in office records concerning appointed individuals 1 year after expiration of term. b) Destroy in office remaining records after 1 year.	
4.	<b>APPOINTMENT REPORTS</b> Includes annual appointment reports filed with the NC Department of the Secretary of State.	Destroy in office after 2 years.	Authority: G.S. § 143-157.1
5.	<b>ASSOCIATIONS AND ORGANIZATIONS</b> Records concerning associations, organizations, groups, etc., with which the agency is involved.	Destroy in office after 2 years.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<b>AUDIO AND VIDEO RECORDINGS OF MEETINGS</b>	Destroy in office after approval of official written minutes.	
7.	<b>AUDITS: PERFORMANCE</b> Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, and related records.  See also <b>AUDITS: FINANCIAL</b> , page 16, item 5.	a) Retain in office reports permanently. b) Destroy in office working papers and remaining records 3 years after the date of the report.	
8.	 <b>BLUEPRINTS AND SPECIFICATIONS</b> Blueprints and specifications of agency owned buildings and facilities. Includes as-built plans and related records concerning approved changes.	a) Transfer to new owner when agency relinquishes ownership of building or facility. b) Retain in office for life of structure and then destroy.	Confidentiality: G.S. § 132-1.7
9.	<b>BONDS</b> Records documenting written guarantees from a third party, including bid bonds, payment bonds, performance bonds, and surety bonds.  See also <b>BIDS FOR PURCHASE</b> , page 16, item 9, and <b>PROJECTS</b> , page 11, item 44.	Destroy in office 1 year after completion of project.	
10.	<b>BULLETINS</b>	Destroy in office when superseded or obsolete.	
11.	<b>CALENDARS OF EVENTS AND APPOINTMENTS</b>	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	<p><b>CHARTER RECORDS</b> Charter and charter proceedings related to adoption, amendment and/or repeal.</p>	Retain in office permanently.	
13.	<p><b>CITIZEN COMPLAINTS, PETITIONS, AND SERVICE REQUESTS</b> Records concerning objections, dissatisfaction, or disagreements with actions or positions taken or not taken by the agency. Includes petitions signed by citizens requesting action or routine requests for service or information. Also includes requests for reasonable accommodation under Title II of the Americans with Disabilities Act, including survey of agency buildings to determine accessibility to the physically handicapped, federal regulations, proposals for implementing the act, correspondence (including e-mail), resolutions, and solutions to access problems.  See also <b>CIVIL RIGHTS RECORDS</b>, page 29, item 3.</p>	<p>a) Transfer records as applicable to <b>LITIGATION CASE RECORDS</b>, page 32, item 15.</p> <p>b) Destroy in office informal complaints, petitions, and requests 1 year after resolution.*</p> <p>c) Destroy in office accommodation requests and complaints 2 years after resolution.*</p>	Authority: 42 USC 12132
14.	<p><b>CITIZEN SURVEYS</b> Surveys and related records addressing agency services, policies, and other concerns.</p>	<p>Destroy in office when reference value ends. † Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<p><b>COMPREHENSIVE PLAN</b> Long-range plan outlining policies, guidelines, and plans for future development of the agency. Includes official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans. Also includes strategic plans as well as goals and objectives.</p>	<p>a) Retain in office official copy permanently. b) Destroy in office background surveys, studies, reports, and drafts 5 years after adoption of plan.</p>	
16.	<p><b>CONFERENCES AND WORKSHOPS</b> Records concerning conferences and workshops conducted by agency employees. Includes slides, charts, transparencies, handouts, and other related records used in presentations.  See also <b>TRAINING AND EDUCATIONAL RECORDS</b>, page 46, item 43.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 1 year.</p>	
17.	<p><b>CORRESPONDENCE AND MEMORANDA</b> Administrative and management correspondence/memoranda (including e-mail) written or received by the office concerning agency authority, operating philosophy, purpose, methods, and any other function.  For information on handling e-mail, voicemail, and text or instant messages, see <b>ELECTRONIC RECORDS</b>, page 83.</p>	<p>a) Transfer correspondence (including e-mail) with historical value to <b>HISTORY RECORDS</b>, page 7, item 28, after 3 years. b) Destroy routine administrative correspondence and memoranda after 1 year. c) Destroy in office remaining records after 3 years.  <i>Retention Note: The correspondence (including e-mail) of the most senior administrator has historical value and should be retained permanently.</i></p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<p><b>CUSTOMER CALL CENTER RECORDINGS</b> Recordings of calls to customer service centers made for quality assurance and training purposes.</p>	Destroy in office after 30 days.	
19.	<p><b>EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b> Records concerning the maintenance, repair, routine testing, and inspection of agency owned equipment and vehicles. Also includes warranties.  See also <b>BILLING AND CLAIMS</b>, page 17, item 10, and <b>GRANTS</b>, page 7, item 27.</p>	<p>a) Destroy in office records documenting routine inspections, janitorial cleaning, and routine maintenance of equipment and vehicles after 1 year.</p> <p>b) Destroy in office records documenting all other maintenance and repairs after 3 years.</p> <p>c) Destroy in office warranties 1 year after expiration.</p>	
20.	<p><b>EQUIPMENT AND VEHICLE REFERENCE RECORDS</b> Includes operation, specification, and technical manuals. Also includes brochures, bulletins, and related documentation.</p>	Destroy in office when superseded or obsolete.	
21.	<p><b>EQUIPMENT, FACILITY, AND VEHICLE USAGE RECORDS</b> Records documenting the assignment, request, and usage of agency assets. Also includes mileage and checkout logs, fuel consumption reports, reservation requests, authorizations, and similar records.</p>	<p>a) Destroy in office after 3 years if records are used for allocating costs or determining payment under rental or lease agreements.*</p> <p>b) Destroy in office remaining records after 1 year.</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
22.	<p><b>FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b> Records documenting maintenance, repair, and inspection of agency owned facilities.</p>	<p>a) Destroy in office records documenting routine inspections, janitorial cleaning, and routine maintenance of facilities after 1 year.</p> <p>b) Destroy in office records documenting all other facility maintenance, repair, and inspection (including plumbing, electrical, fire, and other systems) after 3 years.</p>	
23.	<p><b>FORMS AND TEMPLATES</b> Blank forms, templates, and letterhead used to create agency records.</p>	Destroy in office when superseded or obsolete.	
24.	<p><b>FUND DRIVE AND EVENT RECORDS</b> Records documenting the promotion and organization of fund drives and other special events in which the agency participated. Include records concerning solicitations requesting and donations providing money or in-kind donations for agency programs.</p> <p>See also <b>DONATIONS AND SOLICITATIONS</b>, page 19, item 24.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records after 1 year.</p>	
25.	<b>GRANT CONTRACT APPEALS CASES</b>	Destroy in office 10 years after final action or decision.*	
26.	<p><b>GRANT PROPOSALS</b> Proposals submitted for grants, including applications, correspondence (including e-mail), and other related records.</p>	<p>a) Transfer records concerning approved grants to <b>GRANTS</b>, page 7, item 27.</p> <p>b) Destroy in office rejected or withdrawn grant proposals when reference value ends.† Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	<p><b>GRANTS</b> Records concerning approved federal, state, and private grants. File includes applications, reports, records of equipment purchased with grant funds, and all relevant programmatic records.</p> <p>See also <b>GRANTS: FINANCIAL</b>, page 20, item 28.</p>	<p>a) Destroy in office 5 years after annual financial report is filed.*</p> <p>b) Destroy in office records not relating to a specific grant or to grants not funded after 1 year.</p>	Retention: 09 NCAC 03M .0703
28.	<p><b>HISTORY RECORDS (AGENCY AND EMPLOYEES)</b> Records concerning the history of the agency and its employees. Includes published and unpublished histories, biographical data, photographs, newspaper clippings, and other related records.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when reference value ends. † Agency Policy: Destroy in office after _____</p>	
29.	<p><b>INDICES</b> Listings of where specific information can be found. Includes index of computer databases.</p>	Destroy in office when superseded or obsolete.	Authority: G.S. § 132-6.1(b)
30.	<p><b>INTERAGENCY PROGRAMS</b> Records of programs involving more than one government agency. Includes resource materials, program information, and other related records.</p>	Destroy in office when reference value ends. † Agency Policy: Destroy in office after _____	
31.	<p><b>INVITATIONS</b> Invitations sent and received concerning agency and external functions.</p>	Destroy in office after event occurs.	
32.	<p><b>ITINERARIES</b> Records concerning scheduled plans of agency personnel.</p>	Destroy in office after 1 year.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
33.	<b>LEGISLATION AND REGULATORY RECORDS</b> Notices and copies of proposed or adopted state or federal legislation or regulations affecting the agency.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
34.	<b>MAIL: UNDELIVERABLE/RETURNED</b> Outgoing agency mail returned by the post office for any reason, including insufficient postage, incorrect address, forwarding order expired, etc. Also includes outgoing e-mail returned for any reason.	Destroy in office after 30 days.	
35.	 <b>MAILING AND DISTRIBUTION RECORDS</b> Includes mailing and meeting notification lists, Sunshine Lists, and related documentation of transactions with the U.S. Postal Service, state courier, or private carriers.	a) Destroy in office Sunshine Lists when superseded or obsolete. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 132-1.12 G.S. § 132-1.13

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
36.	<p><b>MINUTES OF PUBLIC BODIES</b> Includes official and reference copies of the minutes of the governing board and all subsidiary and advisory boards. Subsidiary boards are defined as boards that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, or administrative functions. Also includes minutes of subcommittees of the governing board and its subsidiary and advisory boards.</p> <p>See the <b>MICROFILM</b> section on page 85 for instructions on microfilming.</p> <p>See also <b>AUDIO AND VIDEO RECORDINGS OF MEETINGS</b>, page 2, item 6.</p>	<p>a) Retain in office permanently official minutes of the governing board and its subsidiary boards.</p> <p>b) The official minutes of advisory boards may be destroyed only upon approval by the State Archives of North Carolina. The State Archives reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Destroy in office minutes of committees or subcommittees when reference value ends, if the minutes or actions and decisions of the committee are entered as part of the minutes of the parent board. If minutes or actions and decisions of the committee or subcommittee in question are not entered as part of the minutes of the parent board, the State Archives reserves the right to designate the minutes as permanent. † Agency Policy: Destroy in office after _____</p>	<p>Authority: G.S. § 143-318.10</p>
37.	 <p><b>MINUTES (STAFF MEETINGS)</b> Minutes of staff meetings, including all referenced and attached documentation.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records after 1 year.</p>	<p>Confidentiality: G.S. § 143-318.10(c)</p>
38.	<p><b>NOTICES OF PUBLIC MEETINGS</b> Includes notices and regular meeting schedules.</p> <p>See also <b>AFFIDAVITS OF PUBLICATION</b>, page 28, item 1, and <b>PUBLICITY RECORDS</b>, page 50, item 5.</p>	<p>Destroy in office after 1 year.</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
39. 	<p><b>OFFICE SECURITY RECORDS</b> Records concerning the security of agency offices, facilities, vehicles, equipment, and personnel. Includes visitors’ register; security, employee, or contractor access to facilities or resources; and surveillance system reports and recordings.</p>	<p>a) If the recording becomes evidence in a personnel investigation or lawsuit, transfer to <b>DISCIPLINARY ACTIONS</b>, page 36, item 12.</p> <p>b) Destroy in office recordings not required to support known investigations or litigation after 30 days.</p> <p>c) Destroy in office remaining records after 1 year.</p>	Confidentiality: G.S. § 132-1.7
40.	<p><b>PARKING</b> Records concerning staff parking assignments.</p>	Destroy in office when superseded or obsolete.	
41.	<p><b>PEST CONTROL</b> Records concerning pest abatement or eradication programs overseen by the agency.</p>	Destroy in office after 3 years.*	
42.	<p><b>POLICIES AND PROCEDURES</b> Records documenting the formulation, planning, and adoption of policies, procedures, and functions of the agency and its departments. File also includes organizational charts, reorganization studies, and similar records describing the arrangement and administrative structure of the agency.</p> <p>See also <b>POLICIES AND PROCEDURES (PERSONNEL)</b>, page 44, item 32, and <b>ELECTRONIC RECORDS POLICIES AND PROCEDURES</b>, page 25, item 5.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	
43.	<p><b>PRICE QUOTATIONS</b></p>	Destroy in office after 1 year.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
44.	<b>PROJECTS</b> Includes project correspondence (including e-mail), final reports, specifications, notices to proceed, cost estimates, change orders, and similar documentation.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records 3 years after completion of project.	
45.	<b>PROPERTY INVENTORIES</b> Inventories describing the type of property (including equipment and facilities), its location, and related information.	Destroy in office when superseded or obsolete.	
46.	<b>PUBLIC HEARINGS</b> Includes agendas, minutes, notices, speaker sign-up sheets, and similar documentation.	a) Retain in office minutes permanently. b) Destroy in office remaining records after 1 year.	
47.	<b>PUBLIC RECORDS REQUESTS</b> Formal requests submitted by persons seeking access to agency records.	Destroy in office 2 years after resolution.*	
48.	<b>PUBLICATIONS RECEIVED</b> Includes books, magazines, periodicals, pamphlets, brochures, journals, and newspapers, whether printed or electronic.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
49.	<b>RATE AND FEE SCHEDULES</b> Records relating to rates, fees, and regulations concerning agency services.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
50.	<p><b>RECORDS MANAGEMENT</b> Includes correspondence (including e-mail) with state and/or federal agencies with regards to records retention. Also includes records disposition documentation and copies of records retention and disposition schedules.</p>	<p>a) Retain in office documentation concerning the final disposition of records permanently. b) Destroy in office remaining records when superseded or obsolete.</p>	
51.	<p><b>REFERENCE (READING) FILE</b> Subject files containing informational copies of records organized by areas of interest. Also includes reference copies of documents.</p>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
52.	<p><b>REPORTS AND STUDIES</b> Records concerning the performance of a department, program, or project, as well as those created for planning purposes. Includes all annual, sub-annual, or irregularly prepared research studies, reports, and studies generated by an agency or prepared by consultants hired by the agency.</p> <p>See also <b>CIVIL RIGHTS RECORDS</b>, page 29, item 3, and <b>COMPREHENSIVE PLAN</b>, page 4, item 15.</p>	<p>a) Retain in office 1 copy of all annual and biennial reports permanently.</p> <p>b) Retain in office reports and studies prepared by request of an agency’s governing body or a court permanently.</p> <p>c) Destroy in office reports prepared monthly, bimonthly, or semi-annually after 3 years.</p> <p>d) Destroy in office activity reports concerning workload measurements, time studies, number of jobs completed, etc., prepared on a daily or other periodic basis, after 1 year.</p> <p>e) Destroy in office remaining reports and studies when reference value ends.† Agency Policy: Destroy in office after _____</p> <p><i>Retention Note: Reports and studies listed elsewhere in this schedule should be retained the specified period of time.</i></p>	
53.	<p><b>REQUESTS FOR INFORMATION</b> Requests received and responses issued by the agency.</p> <p>See also <b>PUBLIC RECORDS REQUESTS</b>, page 11, item 47.</p>	<p>Destroy in office after 1 year.</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
54.	<p><b>REQUESTS FOR PROPOSALS (RFP)</b> Proposals submitted by vendors in response to requests from agency.</p> <p>See also <b>BIDS FOR PURCHASE</b>, page 16, item 9, and <b>PRICE QUOTATIONS</b>, page 10, item 43.</p>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____</p>	
55.	<p><b>SURPLUS PROPERTY</b> Inventories and reports of agency property to be surplus.</p>	<p>Destroy in office 3 years after disposition of property.*</p>	
56.	<p><b>TRAVEL REQUESTS</b></p>	<p>Destroy in office after 1 year.*</p>	
57.	<p><b>VEHICLE REGISTRATION CARDS</b> North Carolina registration cards for vehicles in the agency fleet.</p> <p>See also <b>VEHICLE TITLES</b>, page 32, item 19.</p>	<p>Destroy in office when superseded.</p>	
58.	<p><b>WORK ORDERS</b> Includes date and location of work, cost of materials used and labor, type of work performed, and other related records regarding the repairs of equipment, facilities, and vehicles.</p>	<p>a) Destroy in office 1 year after work is completed.* b) If this is the only record documenting completed work, follow disposition instructions for <b>FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b>, page 6, item 22, or <b>EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b>, page 5, item 19.</p>	

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**STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS**  
 Records created and accumulated concerning the managerial control, budgeting, disbursement, collection, and accounting of the agency.

*Note: Per 26 CFR 1.148-5(d)(6)(iii)(E), all records necessary to support the tax-exempt status of an agency debt issue must be retained for the life of the debt plus 3 years.*

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ACCOUNTS PAYABLE</b> Records concerning the status of accounts in which the agency owes money to firms or individuals.	Destroy in office 3 years after payment.*	
2.	<b>ACCOUNTS RECEIVABLE</b> Records concerning receivables owed and collected.	Destroy in office 3 years after collection.*	
3.	<b>ACCOUNTS UNCOLLECTABLE</b> Records of accounts deemed uncollectable, including supporting documentation and write-off authorization.	Destroy in office 3 years after account is determined to be uncollectable.*	
4.	<b>ANNUAL BUDGET</b> Annual budget and budget message submitted to governing board for approval.  See also <b>BUDGET REPORTS</b> , page 17, item 12.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 3 years.  <i>Retention Note: Annual budgets should be entered into the minutes of the governing board.</i>	Authority: G.S. § 159-11

2

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p><b>AUDITS: FINANCIAL</b> Records concerning internal and external audits. Includes reports, working papers, and related records.</p> <p>See also <b>AUDITS: PERFORMANCE</b>, page 2, item 7.</p>	<p>a) Retain in office reports permanently.</p> <p>b) Destroy in office working papers and remaining records 3 years after the date of the report.*</p>	<p>Authority: G.S. § 159-34</p>
6.	<p><b>AUTHORIZATION FORMS</b> Authorization to purchase materials.</p>	<p>Destroy in office after 3 years.*</p>	
7.	<p><b>BANK STATEMENTS, RECEIPTS, AND RECONCILIATIONS</b> Includes cash, credit and debit card, and purchasing card statements and receipts for agency purchases. Also includes reconciliation reports.</p>	<p>Destroy in office after 3 years.*</p>	
8.	<p><b>BIDS FOR DISPOSAL OF PROPERTY</b> Records concerning the disposal of surplus property. Includes information about various disposition procedures used, such as sealed bids and public auction.</p> <p>See also <b>SALES INFORMATION</b>, page 22, item 38.</p>	<p>Destroy in office all records after the disposition of property has been recorded in governing board's minutes.*</p>	<p>Authority: G.S. § 153A-176</p>
9.	<p><b>BIDS FOR PURCHASE</b> Records documenting quotes to supply products and services. Includes advertisements, tabulations, awards letters, records of bids, good faith effort documentation, and related records concerning accepted and rejected bids.</p>	<p>a) Transfer records to <b>CONTRACTS, LEASES, AND AGREEMENTS</b>, page 30, item 6.</p> <p>b) Destroy in office bid records not awarded or opened after 1 year.*</p>	<p>Authority: G.S. § 143 Article 8</p>

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	<b>BILLING AND CLAIMS</b> Records used as the basis for payment of bills and claims for damages made by and against the agency.	Destroy in office 3 years after settlement.*	
11.	<b>BONDS, NOTES, AND COUPONS</b>	Destroy in office 1 year from date of payment.	Authority: G.S. § 159-139
12.	<b>BUDGET REPORTS</b> Includes daily detail reports and monthly budget reports. Also includes contract budget and expenditure reports and summaries of tax allocations.  See also <b>ANNUAL BUDGET</b> , page 15, item 4.	a) Destroy in office daily detail reports after 1 year.* b) Destroy in office remaining reports after 3 years.*	
13.	<b>BUDGET REQUESTS AND WORKING PAPERS</b> Includes budget requests, cost estimates, expenditures, program requests, salary and wage lists, correspondence (including e-mail), and related records.	Destroy in office after 3 years.*	Authority: G.S. § 159-10
14.	<b>BUDGET RESOLUTIONS AND ORDINANCES</b> Includes project ordinances, budget resolutions, and amendments.  See also <b>MINUTES OF PUBLIC BODIES</b> , page 9, item 36.	a) Retain official copies in the minutes of the governing board. b) Destroy in office remaining copies when reference value ends.† Agency Policy: Destroy in office after _____	Authority: G.S. § 159-8 G.S. § 159-13 G.S. § 159-13.2 G.S. § 159-15
15.	<b>CASH REPORTS</b> Status of cash. Reports include receipts, disbursements, and encumbrances.	Destroy in office after 1 year.*	

2

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	<b>CHECK REGISTERS AND STUBS</b> Registers listing for all checks written from various funds. Also includes stubs for checks written on agency accounts as well as cancelled checks.	Destroy in office after 3 years.*	
17.	<b>COST ALLOCATION PLANS</b>	Destroy in office after 3 years.*	
18.	 <b>CREDIT CARD AND DEBIT SLIPS</b> Records of payments received from customers in the transaction of agency business.	Destroy in office after 18 months.*	Confidentiality: G.S. § 132-1.2(2) G.S. § 132-1.10(b)(5)
19.	 <b>CREDIT CARD ASSIGNMENTS</b> Records of assignation of agency credit cards and purchasing cards.	Destroy in office when superseded or obsolete.*	Confidentiality: G.S. § 132-1.2(2) G.S. § 132-1.10(b)(5)
20.	<b>DEBT FINANCING</b> Includes loan agreement or promissory note, account statements, reconciliation records, requisitions, and notices of principal and interest due.	Destroy in office 3 years after entire issuance has been satisfied.*	Retention: 26 CFR 1.148-5(d)(6)(iii)(E)
21.	<b>DEPOSITS</b>	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	Authority: G.S. § 159-32
22.	<b>DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)</b>	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
23.	 <b>DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS</b> Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-1.10 (b)(5)

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	<p><b>DONATIONS AND SOLICITATIONS</b> Records concerning requests made to agency by outside organizations. Includes applications and other related records.</p> <p>See also <b>FUND DRIVE AND EVENT RECORDS</b>, page 6, item 24.</p>	<p>a) Destroy in office records supporting approved donations 1 year after payment.</p> <p>b) Destroy in office rejected applications after 30 days.</p>	
25.	<p><b>FACILITY SERVICE AND MAINTENANCE AGREEMENTS</b> Includes agreements negotiated with service providers. Also includes depreciation schedules.</p>	<p>a) Destroy in office depreciation schedules 3 years after asset is fully depreciated or disposed.</p> <p>b) Destroy in office remaining records 3 years after expiration.*</p>	
26.	<p><b>FINANCIAL JOURNALS AND LEDGERS</b></p>	<p>a) Destroy in office year-end summaries of receipts and disbursements after 3 years.*</p> <p>b) Destroy in office daily, monthly, or quarterly transaction detail journals and ledgers after 1 year.*</p>	
27.	<p><b>GOVERNMENT EMPLOYEES RETIREMENT SYSTEM MONTHLY REPORTS</b> Reports produced by the North Carolina Department of State Treasurer regarding the Teachers’ and State Employees’ Retirement System (TSERS) and the Local Governmental Employees’ Retirement System (LGERS).</p>	<p>Destroy in office when reference value ends. † Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
28.	<p><b>GRANTS: FINANCIAL</b></p> <p>Records concerning approved federal, state, and private grants. Includes all relevant accounting, purchasing, payroll, and financial records.</p> <p>See also <b>GRANTS</b>, page 7, item 27.</p>	Destroy in office 5 years after submission of final report.*	Retention: 09 NCAC 03M .0703
29.	<b>INVOICES</b>	Destroy in office after 3 years.*	
30.	<b>LOCAL GOVERNMENT COMMISSION FINANCIAL STATEMENTS</b>	Destroy in office after 3 years.*	Authority: G.S. § 159-33
31.	<b>LONGEVITY PAY</b>	Destroy in office when released from all audits.*	
32.	 <p><b>PAYROLL AND EARNINGS RECORDS</b></p> <p>Records containing information such as the name, Social Security number, number of hours worked, compensation rate, deductions, and total wages paid each employee per payroll period. Also includes individual and group employee earnings records and payroll registers showing earnings and deductions for each pay period.</p> <p>See also <b>TIME SHEETS, CARDS, AND ATTENDANCE RECORDS</b>, page 22, item 39.</p>	<p>a) Transfer records documenting personnel actions to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p> <p>b) Destroy in office 30 years from date of separation records necessary for retirement or similar benefits verification.</p> <p>c) Destroy in office remaining records after 3 years.*</p>	<p>Authority: 26 CFR 31.6001-1 26 CFR 31.6001-4(a) 29 CFR 516.2</p> <p>Confidentiality: G.S. § 132-1.10 G.S. § 153A-98</p> <p>Retention: 29 CFR 516.5 29 CFR 1627.3(a)</p>

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
33. 	<p><b>PAYROLL DEDUCTION RECORDS</b> Records used to start, modify, or stop all voluntary or required deductions from payroll. Includes savings plans, insurance, association dues, orders of garnishment, etc. Used as proof the employee approved of the deduction(s).</p> <p>Does not include tax records. See also <b>WITHHOLDING TAXES</b>, page 23, item 43.</p>	<p>a) Destroy in office deduction authorization forms when superseded or obsolete.* b) Destroy in office remaining records after 3 years.*</p>	Confidentiality: G.S. § 153A-98
34.	<p><b>PURCHASE ORDERS</b> Records, forms, packing slips, and attached documents concerning purchased supplies, equipment, and services.</p> <p>See also <b>GRANTS: FINANCIAL</b>, page 20, item 28.</p>	<p>Destroy in office after 3 years.* <i>Retention note: Packing slips may be destroyed upon verification of items received if they are not the only record of the purchase of the item.</i></p>	
35.	<p><b>REFUND REPORTS</b> Reports listing returns of revenue.</p>	<p>a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.</p>	
36.	<p><b>REQUISITIONS</b> Requests for payment of parts and inventory items.</p>	<p>Destroy in office after 1 year.*</p>	
37.	<p><b>RETURNED CHECKS</b> Records concerning third party checks returned for insufficient funds.</p>	<p>a) Destroy in office official/audit copies 1 year after check is paid, collected, or is determined uncollectable.* b) Destroy in office remaining records when check is paid, collected, or is determined uncollectable.</p>	

2

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
38.	<p><b>SALES INFORMATION</b> Records of sale of agency property and equipment.</p> <p>See also <b>BIDS FOR DISPOSAL OF PROPERTY</b>, page 16, item 8.</p>	Destroy in office after 3 years.*	
39.	<p><b>TIME SHEETS, CARDS, AND ATTENDANCE RECORDS</b> Records documenting the work hours and attendance of employees.</p> <p>See also <b>PAYROLL AND EARNINGS RECORDS</b>, page 20, item 32.</p>	Destroy in office after 2 years.*	Retention: 29 CFR 516.6
40.	<p><b>TRAVEL REIMBURSEMENTS</b> Includes requests and authorizations for reimbursement for travel and related expenses.</p> <p>See also <b>GRANTS: FINANCIAL</b>, page 20, item 28.</p>	Destroy in office after 3 years.*	
41.	<p><b>UTILITY USAGE LOGS AND BILLS</b> Includes bills and usage logs for telephone and other utilities and related services.</p>	<p>a) Destroy in office records used for billing after 1 year.*</p> <p>b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____</p>	
42.	<p><b>VENDORS</b> Files maintained on specific vendors. Includes Federal Tax Identification Number, name and address, correspondence (including e-mail), and other related records.</p> 	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-1.10(b)(5)

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
43. 	<b>WITHHOLDING TAXES</b> Records concerning taxes withheld from individual employees’ income taxes. Includes wage and income tax reports, NC Department of Revenue form NC-4, IRS forms W-2, W-3, W-4, and 1099, and similar records of withheld federal and state income taxes. Also includes IRS form 941 and other records of tax liabilities to the IRS and NC Department of Revenue.	a) Destroy in office 30 years from date of separation records necessary for retirement or similar benefits verification. b) Destroy in office remaining records after 4 years.*	Authority: 26 CFR 31.6001-4 29 CFR 1627.3  Confidentiality: G.S. § 153A-98  Retention: 26 CFR 31.6001-1

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**STANDARD 3: INFORMATION TECHNOLOGY (IT) RECORDS**

Information technology encompasses all activities undertaken by agency to design, develop, and operate electronic information systems. This section covers records for which Information Technology personnel are responsible, including administrative records and those used to process data and monitor and control operations.

*Note: Administration, use, and retention of records concerning computer and information security should comply with applicable provisions of G.S. § 132-6.1 on the confidentiality of records regarding “hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes.” (G.S. § 132-6.1 (c))*

ITEM #	STANDARD 3: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1. 	<b>AUDITS: SYSTEMS</b> Records documenting user actions affecting the contents of monitored systems.	Destroy in office after 3 years.*	Confidentiality: G.S. § 132-6.1(c)
2.	<b>COMPUTER AND NETWORK USAGE RECORDS</b> Records documenting usage of electronic devices and networks. Includes login files, system usage files, individual program usage files, and records of use of the Internet by employees.	Destroy in office after 1 year.	
3.	<b>DIGITIZATION AND SCANNING RECORDS</b> Records concerning imaging operations. Includes scanning and data entry quality control records and audit reports.	Destroy in office after 3 years.	

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ITEM #	STANDARD 3: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4. 	<p><b>DISASTER PREPAREDNESS AND RECOVERY PLANS</b> Records concerning the protection and reestablishment of data processing services and equipment in case of a disaster.</p> <p>See also <b>DISASTER AND EMERGENCY MANAGEMENT PLANS</b>, page 52, item 3.</p>	<p>a) Retain in office records documenting past disaster recovery actions permanently.</p> <p>b) Destroy in office all other records when superseded or obsolete.</p> <p><i>Note: Disaster preparedness and recovery plans should be stored in a secure, off-site location.</i></p>	Confidentiality: G.S. § 132-1.7(b) G.S. § 132-6.1(c)
5. 	<p><b>ELECTRONIC RECORDS POLICIES AND PROCEDURES</b> Includes procedural manuals as well as an Electronic Records and Imaging Policy and a Security Backup Policy.</p>	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-1.7(b) G.S. § 132-6.1(c)
6.	<p><b>INFORMATION TECHNOLOGY ASSISTANCE RECORDS</b> Records documenting troubleshooting and problem-solving assistance provided by agency information systems personnel to users of the systems. Includes help desk assistance requests, resolution records, and related documentation.</p>	Destroy in office 1 year after work is completed.	
7. 	<p><b>NETWORK AND SYSTEM SECURITY RECORDS</b> Records documenting the security of network and system. Includes records concerning firewalls, anti-virus programs, and intruder scanning logs.</p>	Destroy in office after 3 years.*	Confidentiality: G.S. § 132-6.1(c)
8. 	<p><b>NETWORK DIAGRAMS</b> Records documenting the logical and physical relationships of network components for purposes of organization, deployment, troubleshooting, monitoring of access, and management of day-to-day operations.</p>	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-6.1(c)

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ITEM #	STANDARD 3: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<b>PROJECT DOCUMENTATION</b> Records created to design, develop, control, or monitor a specific project or group of projects. Includes statements of work, assessments, maintenance agreements, and testing records.	a) Retain in office permanently records documenting data migration. b) Destroy in office remaining records 3 years after completion of project.	
10.	<b>SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS</b> Records documenting compliance with agency software license and copyright provisions. Includes software licenses, correspondence (including e-mail), and related documentation.	Destroy in office 1 year after software is superseded or obsolete.	
11.	<b>SYSTEM ACCESS RECORDS</b> Records documenting audit trails such as user permissions and access to information, programs, or applications within a system.	Destroy in office after 1 year.	
12.	 <b>SYSTEM DOCUMENTATION RECORDS</b> Records documenting operating systems, application programs, structure and form of datasets, system structure, and system-to-system communication. Includes system overviews, dataset inventories, server name, IP address, purpose of the system, vendor-supplied documentation, installed software, and current source code.	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. § 132-1.1(g) G.S. § 132-6.1(c)

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ITEM #	STANDARD 3: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<p><b>SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE</b></p> <p>Records documenting inspections, maintenance, and repairs of agency computer systems that are owned or leased. Includes computer equipment inventories and service records.</p>	<p>a) Destroy in office records documenting routine inspections and maintenance of equipment after 1 year.</p> <p>b) Destroy records documenting all other equipment maintenance and repairs upon the final disposition of the equipment.</p>	
14.	<p><b>SYSTEM MAINTENANCE RECORDS: RECORDS BACKUPS</b></p> <p>Records documenting regular or essential system backups. Includes backup tape inventories, relevant correspondence (including e-mail), and related documentation.</p> <p>See Also: <a href="#">Security Backup Files as Public Records in North Carolina: Guidelines for the Recycling, Destruction, Erasure, and Re-use of Security Backup Files</a>, available on the State Archives of North Carolina website.</p>	<p>Destroy in office in accordance with your office's established, regular backup plan and procedures. † Agency Policy: Destroy in office after _____</p>	
15.	<p><b>WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE</b></p> <p>Site maps that show the directory structure into which content pages are organized, and commercial, off-the-shelf software configuration or content management system files used to operate the site and establish its look and feel. Includes server environment configuration specifications.</p> <p>See also <b>WEBSITE (ELECTRONIC)</b>, page 50, item 9.</p>	<p>Destroy in office when superseded or obsolete.</p>	

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**STANDARD 4: LEGAL RECORDS**  
Official documentation created or accumulated to substantiate the rights, obligations, or interests of the agency or their individual employees or clients.

STANDARD 4: LEGAL RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p><b>AFFIDAVITS OF PUBLICATION</b> Proof of publication provided by newspapers regarding publication of ordinances, public hearings, bid solicitations, payment of bills, public sales, etc.</p> <p>See also <b>NOTICES OF PUBLIC MEETINGS</b>, page 9, item 38.</p>	<p>a) Retain in office permanently if record provides evidence of publication.</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Authority: G.S. § 1-600</p>
2.	<p><b>CIVIL RIGHTS CASE RECORDS</b> Records concerning employee discrimination complaints and requests for reasonable accommodation.</p> <p>See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p>	<p>Destroy in office 2 years after final disposition of the charge or the action.*</p> <p><i>Retention Note: 29 CFR 1602.14 defines final disposition of the charge or the action as "the date of expiration of the statutory period within which the aggrieved person may bring an action in a U.S. District Court or, where an action is brought against an employer either by the aggrieved person, the Commission, or by the Attorney General, the date on which such litigation is terminated."</i></p>	<p>Retention: 29 CFR 1602.14 29 CFR 1602.31</p>

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ITEM #	STANDARD 4: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	<p><b>CIVIL RIGHTS RECORDS</b> Records concerning documentation of policies and procedures to comply with the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA), and Title VII of the 1964 Civil Rights Act. Includes reports required by the Equal Employment Opportunity (EEO) Commission as well as facility accessibility records.</p> <p>See also <b>CITIZEN COMPLAINTS, PETITIONS, AND SERVICE REQUESTS</b>, page 3, item 13, and <b>CIVIL RIGHTS CASE RECORDS</b>, page 28, item 2.</p>	<p>a) Destroy in office reports, analyses, and statistical data after 5 years.</p> <p>b) Destroy in office affirmative action plans 5 years from date superseded.</p>	<p>Authority: 29 CFR 1602.1 29 CFR 1602.7 29 CFR 1608.4</p> <p>Retention: 29 CFR 1602.30</p>
4.	<p><b>CONDEMNATION RECORDS</b> Settled and pending condemnation cases.</p> <p>See also <b>ACCOUNTS PAYABLE</b>, page 15, item 1, for disposition of financial records.</p>	Retain in office permanently.	
5.	<p><b>CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT DISCLOSURE STATEMENTS</b> Completed by the elected agency officials as well as designated staff members in order to disclose an official’s status or ownership interests.</p>	Destroy in office 1 year after completion of term.	

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ITEM #	STANDARD 4: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<p><b>CONTRACTS, LEASES, AND AGREEMENTS</b> Contracts and agreements for construction, equipment, property, supplies, special programs, and projects. Includes franchise agreements, hold harmless agreements, good faith effort documentation, contractor compliance monitoring, leases, and memoranda of understanding.</p> <p>See also <b>FACILITY SERVICE AND MAINTENANCE AGREEMENTS</b>, page 31, item 9.</p>	<p>a) Retain in office contracts and agreements with historical value permanently.</p> <p>b) Destroy in office sealed contract records 10 years after expiration of contract.*</p> <p>c) Destroy in office capital improvement contracts 6 years after completion, termination, or expiration.*</p> <p>d) Destroy in office all other contracts and agreements 3 years after completion, termination, or expiration.*</p>	
7.	<p><b>DISCRIMINATION COMPLAINTS</b> Records concerning formal non-employee discrimination complaints filed against the agency. Includes charges made under the Americans with Disabilities Act, Housing and Urban Development Act, and the Civil Rights Act of 1964.</p> <p>See also <b>CITIZEN COMPLAINTS, PETITIONS, AND SERVICE REQUESTS</b>, page 3, item 13, and <b>CIVIL RIGHTS CASE RECORDS</b>, page 28, item 2.</p>	<p>Destroy in office 2 years after settlement of complaint.*</p>	
8.	<p><b>EASEMENTS AND RIGHT-OF-WAY AGREEMENTS</b> Granted to the agency.</p> <p>See also <b>ACCOUNTS PAYABLE</b>, page 15, item 1, for disposition of financial records.</p>	<p>Retain in office permanently.</p>	

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ITEM #	STANDARD 4: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<b>FACILITY SERVICE AND MAINTENANCE AGREEMENTS</b> Includes agreements negotiated with service providers. Also includes depreciation schedules.	c) Destroy in office depreciation schedules 3 years after asset is fully depreciated or disposed. d) Destroy in office remaining records 3 years after expiration.*	
10.	<b>INSURANCE POLICIES</b> Records concerning automobile, theft, fire, and all other insurance policies purchased by agency. Also includes insurance audits, claims reports, surveys, and waivers.	a) Destroy in office policies and related eligibility records 1 year after superseded or obsolete.* b) Destroy in office other records after 3 years.	Retention: 29 CFR 1627.3(b)(2)
11.	<b>LAND OWNERSHIP RECORDS</b> Includes deeds and titles.	Destroy in office 1 year after agency relinquishes ownership of land.*	
12.	 <b>LEGAL CORRESPONDENCE</b> Correspondence (including e-mail) and related records concerning legal matters not related to specific legal cases or official opinions.	Destroy in office after 5 years. For information on handling e-mail, see <b>ELECTRONIC RECORDS</b> , page 83.	Confidentiality: G.S. § 132-1.1(a)
13.	<b>LEGAL OPINIONS</b> Formal legal opinions written by counsel in response to requests concerning the governance and administration of the agency.	Retain in office permanently.	
14.	 <b>LEGAL REVIEW RECORDS</b> Includes legal reviews of by-laws and charges to boards and commissions, conflicts of interest, and all other agency matters as requested.  See also <b>LEGAL OPINIONS</b> , page 31, item 13.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after expiration of relevant statute of limitations.	Confidentiality: G.S. § 132-1.1(a)

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ITEM #	STANDARD 4: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	 <p><b>LITIGATION CASE RECORDS</b> Civil suits to which the agency is a party. Includes affidavits, agreements, appeals, bills, briefs, citations, commitments, complaints, discharges, motions, notices, pleas, releases, statements, testimony, verdicts, waivers, warrants, and writs.</p>	<p>a) Retain in office cases having precedential or historical value permanently.</p> <p>b) Destroy in office adjudicated cases 5 years after final disposition.</p> <p>c) Destroy in office non-adjudicated cases (out-of-court claims) 5 years after final disposition or expiration of relevant statute of limitations.</p>	Confidentiality: G.S. § 132-1.1(a)
16.	<b>OATHS OF OFFICE</b>	<p>a) Transfer official copy to the Clerk to the Board.</p> <p>b) Destroy in office remaining records 3 years after expiration of term.</p> <p><i>Retention Note: The Clerk to the Board should present a copy of the oaths of elected officials to the Clerk of Superior Court for recording. The Clerk to the Board maintains the original oaths.</i></p>	<p>Authority: G.S. § 153A-26</p> <p>Retention: G.S. § 7A-103(2)</p>
17.	<p><b>ORDINANCE AND RESOLUTION DEVELOPMENT RECORDS</b> Records documenting the analysis and development of ordinances and resolutions submitted before the governing board for approval.</p>	Destroy in office when ordinance or resolution is no longer in effect.	
18.	<p><b>PRE-TRIAL RELEASE PROGRAM RECORDS</b> Records documenting supervision for defendants who do not pose a risk to the community as they await trial.</p>	Destroy in office 3 years after trial.	
19.	<p><b>VEHICLE TITLES</b> Titles of agency owned vehicles.</p>	Dispose of in accordance with Division of Motor Vehicles procedures for title transfer upon disposition of vehicle.	Authority: G.S. § 20-72

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**STANDARD 5: PERSONNEL RECORDS**

Official records and materials created and accumulated incidental to the employment, qualifications, training, and pay status of agency employees. Comply with applicable provisions of G.S. §153A-98 regarding confidentiality of personnel records.

ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ABOLISHED POSITIONS</b>	Destroy in office when reference value ends. † Agency Policy: Destroy in office after _____	
2.	<b>APPLICATIONS FOR EMPLOYMENT</b> Records submitted by job applicants for vacant positions or by current employees for promotion, transfer, or training opportunities. Includes applications, transcripts, resumes, letters of reference, and other related records.	a) Transfer applications, resumes, transcripts, and similar records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 43, item 30. b) Destroy in office after 2 years all remaining records concerning individuals hired. c) Destroy in office records concerning individuals not hired 2 years after date of receipt, if no charge of discrimination has been filed. If charge has been filed, destroy in office 1 year after resolution of charge.* d) Destroy in office 2 years after receipt unsolicited applications/resumes, and those received after posted closing dates.	Retention: 29 CFR 1602.31

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	<p><b>APPRENTICESHIP PROGRAM RECORDS</b> Data regarding apprenticeship program participants. Also includes apprenticeship affirmative action plans.</p>	<p>a) Destroy in office participant records 2 years from the date of enrollment.* b) Destroy in office affirmative action plans after 5 years.</p>	<p>Authority: 29 CFR 30.8(b) 29 CFR 1602.20</p> <p>Retention: 29 CFR 30.8(e) 29 CFR 1602.21</p>
4.	 <p><b>APTITUDE AND SKILLS TESTING RECORDS</b> Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. Includes civil service examinations.</p> <p>See also <b>EMPLOYMENT SELECTION RECORDS</b>, page 39, item 17.</p>	<p>Destroy in office after 2 years.</p>	<p>Confidentiality: G.S. § 153A-98</p> <p>Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)</p>
5.	<p><b>ASBESTOS TRAINING</b> Records concerning training programs about the proper management of asbestos.</p> <p>See also <b>BLOODBORNE PATHOGEN TRAINING</b>, page 35, item 8, and <b>HAZARDOUS MATERIALS TRAINING RECORDS</b>, page 40, item 21.</p>	<p>a) Destroy in office employee-specific records 1 year after separation. b) Destroy in office remaining records when superseded or obsolete.</p>	<p>Retention: 29 CFR 1910.1001(m)(4)</p>

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<p><b>BENEFITS RECORDS</b> Records concerning life, health, accident, and disability insurance plans as well as seniority and merit systems. Includes records concerning systems in which employees can select fringe benefits from a cafeteria plan, including flexible spending plans. File also includes notifications, election and claim forms, rejection letters, and other records related to COBRA (Consolidated Omnibus Budget Reconciliation Act).</p>	<p>a) Destroy in office claims forms after 2 years.* b) Destroy in office remaining records 1 year after plan is terminated.</p>	Retention: 29 CFR 1627.3(b)(2)
7.	<p><b>BENEFITS REIMBURSEMENT PLAN</b> Dental, vision, or other benefits-related claim forms and receipts submitted by employees requesting reimbursement from the agency.</p>	<p>a) Destroy in office records concerning approved requests after 3 years.* b) Destroy in office records concerning rejected requests 6 months after decision.</p>	
8.	<p><b>BLOODBORNE PATHOGEN TRAINING</b> Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualification of instructors.</p> <p>See also <b>ASBESTOS TRAINING</b>, page 34, item 5, and <b>HAZARDOUS MATERIALS TRAINING RECORDS</b>, page 40, item 21.</p>	Destroy in office after 3 years.	Retention: 29 CFR 1910.1030(h)(2)(ii)

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<p><b>CERTIFICATION AND QUALIFICATION RECORDS</b> Records concerning certification or qualification as required for employment, continued employment, or promotion.</p> <p>See also <b>APPLICATIONS FOR EMPLOYMENT</b>, page 33, item 2.</p>	<p>a) Transfer employee-specific records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30 if such training and testing is required for the position held or could affect career advancement.</p> <p>b) Destroy in office certificates 5 years after date of separation.</p> <p>c) Destroy in office remaining records 2 years after resolution of all actions.</p>	Retention: 29 CFR 1602.31
10.	<p><b>DIRECTORIES, ROSTERS, OR INDICES</b> Includes records listing employees, their job titles, work locations, phone numbers, e-mail addresses, and similar information.</p>	Destroy in office when superseded or obsolete.	
11.	<p><b>DISABILITY SALARY CONTINUATION CLAIMS</b> Forms used by disabled employees to apply for salary continuation benefits.</p>	<p>a) Transfer original forms to Local Government Employees’ Retirement System (LGERS) or Teachers’ and State Employees’ Retirement System (TSERS) for action when received.</p> <p>b) Destroy in office remaining records after 1 year.</p>	
12.	<p><b>DISCIPLINARY ACTIONS</b> Correspondence (including e-mail) and other records concerning disciplinary actions taken against employees by personnel or supervisory staff, including records documenting terminations. Includes records created by civil service boards when considering, or reconsidering on appeal, an adverse action against an employee.</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p> <p>b) Destroy in office all remaining records 2 years after resolution of all actions.</p>	Retention: 29 CFR 1602.31

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13. 	<b>DRUG AND ALCOHOL PREVENTION PROGRAMS</b> Records concerning an agency’s alcohol misuse and controlled substances use prevention programs. Includes test results, evaluations and referrals, annual summary reports, education and training records, chain of custody forms, and all other program related documents.	a) Destroy in office alcohol test results indicating a blood alcohol concentration of 0.02 or greater, records of verified positive drug or alcohol test results, documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results), referrals to Substance Abuse Professionals (SAP), SAP reports, all follow-up tests and schedules for follow-up tests, copies of annual Drug & Alcohol Management Information System (MIS) reports submitted to Federal Transit Administration (FTA), equipment calibrations, and records related to the administration of the testing program after 5 years.  b) Destroy in office records obtained from previous employers concerning drug and alcohol test results after 3 years.  c) Destroy in office records of the inspection, maintenance, and calibration of Evidential Breath Testing Devices (EBTs), records related to the collection process, and records concerning the training of program staff after 3 years.  d) Destroy in office records of negative and cancelled drug or alcohol test results, including alcohol test results with a blood alcohol concentration of less than 0.02, after 1 year.  e) Destroy in office remaining records after 3 years.  <i>Retention Note: Records should be maintained in a location with controlled access.</i>	

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.	<p><b>DUAL EMPLOYMENT</b> Records concerning employees’ requests and authorizations to accept employment with another local government agency.</p>	<p>a) Destroy in office approved requests and related records 1 year after employee terminates additional employment. b) Destroy in office denied requests and related records after 6 months.</p>	
15.	<p><b>EDUCATIONAL LEAVE AND REIMBURSEMENT</b> Includes records requesting educational leave and tuition assistance, reimbursements, and other related records.  See also <b>LEAVE RECORDS</b>, page 41, item 24.</p>	<p>a) Transfer records documenting required education to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30. b) Destroy in office records concerning approved leave requests after 1 year.* c) Destroy in office records concerning denied requests 6 months after denial.* d) Destroy in office approved applications for tuition assistance 3 years after application.* e) Destroy in office approved tuition reimbursements 3 years after reimbursement.*</p>	
16.	<p><b>ELIGIBILITY RECORDS</b> Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.</p>	<p>Mandatory retention throughout the duration of an individual’s employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later.</p>	<p>Retention: 8 USC 1324a(b)(3)</p>

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	<p><b>EMPLOYMENT SELECTION RECORDS</b> Records concerning the selection of applicants for vacant positions or of current employees for promotion, transfer, or training opportunities. Includes interview documentation, rosters, eligibility lists, test ranking sheets, justification statements, background and criminal history checks, and similar records.</p> <p>See also <b>APTITUDE AND SKILLS TESTING RECORDS</b>, page 34, item 4.</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p> <p>b) Destroy in office remaining records 2 years after resolution of all actions.*</p>	<p>Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)</p>
18.	<p><b>EXIT INTERVIEW RECORDS</b> Includes feedback from employees planning to separate from the agency.</p>	<p>Destroy in office after 1 year.</p>	
19.	<p><b>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</b> Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA, and other related records.</p> <p>See also <b>LEAVE RECORDS</b>, page 41, item 24.</p>	<p>Destroy in office 3 years after leave ends.*</p>	<p>Authority: 29 CFR 825.110</p> <p>Retention: 29 CFR 825.500</p>

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.	<p><b>GRIEVANCES</b> Includes initial complaint by employee, investigation, action, summary, and disposition.</p> <p>See also <b>DISCIPLINARY ACTIONS</b>, page 36, item 12, and <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p>	Destroy in office after 2 years.*	
21.	<p><b>HAZARDOUS MATERIALS TRAINING RECORDS</b> Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors.</p> <p>See also <b>ASBESTOS TRAINING</b>, page 34, item 5, and <b>BLOODBORNE PATHOGEN TRAINING</b>, page 35, item 8.</p>	Destroy in office after 5 years.	Authority: 29 CFR 1910.120(p)(8)(iii)
22.	<p><b>HEALTH CERTIFICATES</b> Includes health or physical examination reports, or certificates created in accordance with the Americans with Disabilities Act (ADA).</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p> <p>b) Destroy in office all other records 1 year after resolution of all actions.</p>	Retention: 29 CFR 1627.3(b)(1)(v) 29 CFR 1630.14(b)
23.	<p><b>INTERNSHIP PROGRAM</b> Records concerning interns and students.</p>	Destroy in office after 3 years.	

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	<p><b>LEAVE RECORDS</b> Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, etc. Also includes records documenting leave without pay.</p> <p>See also <b>EDUCATIONAL LEAVE AND REIMBURSEMENT</b>, page 38, item 15, <b>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</b>, page 39, item 19, and <b>MILITARY LEAVE</b>, page 42, item 26.</p>	<p>Destroy in office 1 year after return of employee or termination of employment.*</p>	
25.	 <p><b>MEDICAL RECORDS</b> Records concerning asbestos, toxic substances, and blood-borne pathogen exposure; medical examinations required by state or federal law; and records of injury or illness. (Does not include worker’s compensation or health insurance claim records.)</p>	<p>a) Destroy in office exposure records 40 years from date of exposure or 30 years from date of separation.*</p> <p>b) Destroy in office records pertaining to first-aid job-related illness and injury after 5 years.</p> <p>c) Provide medical records to employees who have worked for less than 1 year at time of separation.</p> <p>d) Destroy in office remaining records 30 years after employee terminates service.</p> <p><i>Retention Note: Records must be maintained separately from an employee’s personnel jacket. If part of a worker’s compensation claim, follow disposition for <b>WORKERS’ COMPENSATION PROGRAM CLAIMS</b>, page 48, item 51.</i></p>	<p>Authority: 29 CFR 1910.1020(e)</p> <p>Confidentiality: 29 CFR 1630.14(c)(1) 29 CFR 1910.1020(d)</p> <p>Retention: 29 CFR 1627.3(b)(1)(v) 29 CFR 1910.1020(d)</p>

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
26.	<p><b>MILITARY LEAVE</b></p> <p>Records concerning military leave, as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA).</p> <p>See also <b>LEAVE RECORDS</b>, page 41, item 24.</p>	<p>Destroy in office 3 years after leave ends or employee separates from agency.*</p>	<p>Authority: 5 CFR 1208</p>
27.	 <p><b>PENSION AND FRINGE BENEFITS PLANS ENROLLMENT FORMS</b></p> <p>Forms providing personal identifying data, beneficiary information, option selection, and similar information.</p>	<p>a) Transfer pension and deferred compensation enrollment forms to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p> <p>b) Destroy in office life, health, and disability insurance enrollment forms 4 years after termination of coverage.</p>	<p>Confidentiality: G.S. § 132-1.10</p>
28.	 <p><b>PERFORMANCE REVIEWS</b></p> <p>Information used to establish employees' goals and primary tasks. Records used to evaluate each employee's work performance.</p> <p>See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p>	<p>Destroy in office after 3 years.</p>	<p>Confidentiality: G.S. § 153A-98</p>
29.	<p><b>PERSONNEL ACTION NOTICES</b></p> <p>Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change, and leave.</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p> <p>b) Destroy in office remaining records 2 years from date of record creation or the personnel action involved.</p>	

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
<p>30.</p> 	<p><b>PERSONNEL RECORDS (OFFICIAL COPY)</b> Official copy of personnel file maintained on each agency employee. Includes basic employee information and records and forms relating to the selection or non-selection, promotion, transfer, leave, salary, suspension, and termination of employment.</p> <p>See also <b>MEDICAL RECORDS</b>, page 41, item 25.</p>	<p>a) Destroy in office after 30 years from date of separation information needed to document: date and amount of each increase or decrease in salary with that agency; date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that agency; date and general description of the reasons for each promotion with that agency; date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the agency; and, if the disciplinary action was a dismissal, a copy of the written notice of the final decision of the agency setting forth the specific acts or omissions that are the basis of the dismissal.</p> <p>b) Destroy in office information necessary to verify benefits 30 years after date of separation.</p> <p>c) Destroy in office remaining records when individual retention periods are reached as noted in individual items in the Records Retention and Disposition Schedule.</p>	<p>Confidentiality: G.S. § 153A-98</p>
31.	<p><b>PERSONNEL RECORDS (REFERENCE COPY)</b> Duplicate copy of official personnel jacket that is often maintained below the department level by supervisors.</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p> <p>b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
32.	<b>POLICIES AND PROCEDURES (PERSONNEL)</b>	a) Retain in office official copy of internal agency personnel policies permanently. b) Destroy in office reference copies and external policy procedures when superseded or obsolete.	
33.	<b>POLYGRAPH RECORDS</b> Includes statements informing employee of the time, place, and reasons for the test; copy of notice sent to examiner identifying employee to be tested; and copies of opinions, reports, or similar records generated by the examiner and provided to the agency.	Destroy in office 3 years from the date the test was given, or from the date the test was requested if no examination was given.	Retention: 29 CFR 801.30
34.	<b>POSITION CLASSIFICATION, CONTROL, AND HISTORY</b> Records concerning personnel actions and position control, status of each established permanent, temporary full-time, or part-time position, and other related topics. Also includes listings providing classification, titles, and position numbers.  See also <b>POSITION DESCRIPTIONS</b> , page 44, item 35.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
35.	<b>POSITION DESCRIPTIONS</b> Includes information on job title, grade, duties, agency assigned, and responsibilities.	Destroy in office 2 years after superseded.	Retention: 29 CFR 1620.32
36.	<b>POSITION REQUISITION AND ANALYSIS RECORDS</b> Records used to fill vacant positions and request new positions.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
37.	<p><b>RECRUITMENT RECORDS</b> Includes ads and notices of overtime, promotion, and training. Also includes employment listings.</p>	Destroy in office 2 years from date of record.	Retention: 29 CFR 1627.3(b)
38.	<p><b>RETIREMENT RECORDS</b> Includes plans and related records outlining the terms of employee pension and other deferred compensation plans.</p> <p>See also <b>PENSION AND FRINGE BENEFITS PLANS ENROLLMENT FORMS</b>, page 42, item 27.</p>	<p>a) Destroy in office records documenting deferred compensation 1 year after payment.</p> <p>b) Destroy in office pension plan records 1 year after plan is terminated.</p>	Retention: 29 CFR 1627.3(b)(2)
39.	<p><b>SECONDARY EMPLOYMENT</b> Records concerning employees' requests and authorizations to accept employment with a private entity.</p>	<p>a) Destroy in office approved requests and related records 1 year after employee terminates outside employment.</p> <p>b) Destroy in office denied requests and related records after 6 months.</p>	
40.	<p><b>SERVICE AWARDS AND COMMENDATIONS</b> Includes award and selection committee reports, nominations, selection criteria, and similar administrative records relating to employee recognition or incentive programs.</p> <p>See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p>	Destroy in office 2 years from date of record creation or the personnel action involved.	
41.	<p><b>SUGGESTIONS AND SURVEYS</b></p>	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	<p><b>TEMPORARY EMPLOYEE RECORDS</b></p> <p>Records concerning temporary or contractual employees who are not provided with or eligible for benefits.</p>	<p>a) If employee is an agency employee, transfer applicable records to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30.</p> <p>b) If the employee is a temporary service company employee, destroy in office 5 years from date of separation.</p>	
43.	<p><b>TRAINING AND EDUCATIONAL RECORDS</b></p> <p>Includes employee-specific records (certificates, transcripts, test scores, etc.) relating to the training, testing, or continuing education of employees.</p> <p>See also <b>CONFERENCES AND WORKSHOPS</b>, page 4, item 16, and <b>EDUCATIONAL LEAVE AND REIMBURSEMENT</b>, page 38, item 15. Other required trainings are handled in <b>ASBESTOS TRAINING</b>, page 34, item 5, <b>BLOODBORNE PATHOGEN TRAINING</b>, page 35, item 8, and <b>HAZARDOUS MATERIALS TRAINING RECORDS</b>, page 40, item 21.</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30, if such training and testing is required for the position held or could affect career advancement.</p> <p>b) Destroy in office remaining records after 1 year.</p>	Retention: 29 CFR 1627.3(b)(1)(iv)
44.	<p><b>UNEMPLOYMENT COMPENSATION CLAIMS</b></p> <p>Claim forms and other related records concerning unemployment compensation cases.</p>	Destroy in office after 3 years.*	
45.	<p><b>UNEMPLOYMENT COMPENSATION REPORTS</b></p> <p>Quarterly reports showing month-to-date wages, month-to-date compensation, year-to-date wages, and year-to-date compensation for each employee. May be filed with NC Division of Employment Security.</p>	Destroy in office after 3 years.*	

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
46.	<b>UNEMPLOYMENT INSURANCE</b>	a) Transfer original records to the N.C. Department of Commerce, Division of Employment Security, when received. b) Destroy in office remaining records after 2 years.	
47.	<b>VERIFICATION OF EMPLOYMENT RECORDS</b> Inquiries and responses concerning verification of an employee’s prior or current employment with the agency.	Destroy in office after 1 year.	
48.	<b>VOLUNTEER RECORDS</b> Records concerning individuals who volunteered to assist with various agency activities and/or serve on boards.	Destroy in office 3 years after completion of assignment.	
49.	<b>WORK SCHEDULES AND ASSIGNMENTS</b> Records concerning work, duty, shift, crew, or case schedules, rosters, or assignments.	Destroy in office when superseded or obsolete.	
50.	<b>WORKERS’ COMPENSATION PROGRAM ADMINISTRATION</b> Includes program policies, guidelines, and related administrative documentation.	a) Retain in office records with historical value permanently. b) Destroy in office all other records when superseded or obsolete.	

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ITEM #	STANDARD 5: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
51. 	<b>WORKERS’ COMPENSATION PROGRAM CLAIMS</b> Records concerning workers’ compensation claims filed by employees’ supervisors concerning accidental injuries or illnesses suffered on the job. Includes Employer’s Report of Injury to Employee (Form 19), accident investigation reports, medical reports, claim cost reports, reference copies of medical invoices, and other related records. Also includes reference copies. (Records concerning claims filed for injuries that occurred prior to July 5, 1994 are considered permanent records in compliance with <i>Hylar v. GTE Prods. Co.</i> , 333 N. C. 258, 425 S.E.2d 698 (1993).)	a) Retain in office permanently records concerning claims filed for injuries that occurred prior to July 5, 1994. Transfer official copy of claims records to the Industrial Commission in compliance with G.S. § 97-92(a). b) Retain in office permanently records concerning claims filed for injuries that occurred on or after July 5, 1994, for which the Industrial Commission form “Employee’s Claim for Additional Medical Compensation Pursuant to N.C. Gen. Stat. § 97-25.1” (Form 18M) has been filed. c) Destroy in office remaining records 5 years after closing, in accordance with G.S. § 97-24(c), if no litigation, claim, audit, or other official action involving the records has been initiated.* d) If official action has been initiated, transfer to <b>LITIGATION CASE RECORDS</b> , page 32, item 15.	Confidentiality: G.S. § 8-53 G.S. § 97-92(b)

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**STANDARD 6: PUBLIC RELATIONS RECORDS**  
Official records and materials created and accumulated by internal public relations programs operated by the agency.

ITEM #	STANDARD 6: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>AGENCY PUBLICATIONS</b> Publications created at agency expense.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. † Agency Policy: Destroy in office after _____	
2.	<b>AUDIO-VISUAL RECORDINGS</b> Recordings (including digital) and films produced by the agency. This does not include recordings of public meetings or security videos.  See also <b>AUDIO AND VIDEO RECORDINGS OF MEETINGS</b> , page 2, item 6, and <b>OFFICE SECURITY RECORDS</b> , page 10, item 39.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. † Agency Policy: Destroy in office after _____	
3.	<b>MEDIA FILE</b> Reference copies of newspaper, magazine, and other media clippings concerning the agency, agency officials, and other topics of interest.	Destroy in office when reference value ends. † Agency Policy: Destroy in office after _____	
4.	<b>POPULAR ANNUAL FINANCE REPORT</b>	a) Retain records with historical value permanently. b) Destroy in office other records superseded or obsolete.	

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ITEM #	STANDARD 6: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p><b>PUBLICITY RECORDS</b> Records concerning overall public relations of agency. Includes advertisements, announcements, correspondence (including e-mail), photographic materials, news and press releases, and other related records.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records 2 years after obsolete.*</p>	
6.	<p><b>SOCIAL MEDIA</b></p>	See <b>APPENDIX</b> (page 84) for guidance in handling social media.	
7.	<p><b>SPECIAL EVENTS</b> Records of events organized by the agency.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 2 years.</p>	
8.	<p><b>SPEECHES</b> Speeches made by agency officials.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. † Agency Policy: Destroy in office after _____</p>	
9.	<p><b>WEBSITE (ELECTRONIC)</b> Records created and maintained in paper and electronic formats concerning the creation and maintenance of the agency’s presence on the World Wide Web. Includes correspondence, procedures, instructions, website designs, HTML/XHTML, or other web-based file formats, and other related records.</p> <p>See also <b>WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE</b>, page 27, item 15.</p>	<p>a) Retain in office records with historical value permanently. Can be maintained as website snapshots or via Web crawler. b) Destroy in office remaining records when superseded or obsolete.</p> <p><i>Retention Note: Preserve copy of web page after every major change in design and/or content.</i></p>	

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**STANDARD 7: RISK MANAGEMENT RECORDS**

Official records created and accumulated to manage risks in the agency.

<b>STANDARD 7: RISK MANAGEMENT RECORDS</b>			
<b>ITEM #</b>	<b>RECORDS SERIES TITLE</b>	<b>DISPOSITION INSTRUCTIONS</b>	<b>CITATION</b>
1.	<p><b>ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE)</b></p> <p>See also <b>WORKERS’ COMPENSATION PROGRAM CLAIMS</b>, page 48, item 51.</p>	<p>a) Transfer records resulting in workers' compensation to <b>WORKERS’ COMPENSATION PROGRAM CLAIMS</b>, page 48, item 51.</p> <p>b) Destroy in office remaining employee claims 3 years after settlement or denial of claim.*</p> <p>c) Destroy in office non-employee accident reports 3 years after settlement or denial of claim.*</p> <p>d) Destroy in office reports that do not result in claims or official action after 3 years.</p> <p>e) Destroy in office reports of minors after minor has reached age of 21.</p>	<p>Confidentiality: G.S. § 97-92(b)</p>
2.	<b>ASBESTOS MANAGEMENT PLAN</b>	<p>a) Destroy in office 1 year after building is demolished.</p> <p>b) If building is sold, transfer records to new owner.</p>	<p>Retention: 29 CFR 1910.1001(j)(3)(ii)</p>

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ITEM #	STANDARD 7: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3. 	<p><b>DISASTER AND EMERGENCY MANAGEMENT PLANS</b> Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes background surveys, studies, reports, and draft versions of plans. Also includes records concerning the process of notifying personnel in the event of an emergency.</p> <p>See also <b>DISASTER PREPAREDNESS AND RECOVERY PLANS</b>, page 25, item 4.</p>	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-1.7
4.	<p><b>DISASTER RECOVERY</b> Administrative records documenting recovery efforts.</p>	Retain in office permanently.	
5.	<p><b>EMERGENCY EQUIPMENT RECORDS</b> Includes test records for fire suppression, defibrillator, respirator fit, and other emergency equipment.</p>	Destroy in office when superseded or obsolete.	
6.	<p><b>EMPLOYEE SECURITY RECORDS</b> Records concerning the issuance of keys, identification cards, passes, etc., to employees.</p>	Destroy in office when superseded or obsolete.	
7.	<p><b>FIRE, HEALTH, AND SAFETY RECORDS</b> Records concerning agency safety measures. Includes reports, logs, and other related records documenting inspections of agency facilities.</p>	Destroy in office when superseded or obsolete.	
8.	<p><b>FUEL OIL STORAGE TANK RECORDS</b></p>	Destroy in office closure records 3 years after completion of permanent closure.	Authority: 40 CFR 280.34  Retention: 40 CFR 280.74

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ITEM #	STANDARD 7: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<b>LOSS CONTROL INSPECTION REPORTS</b> Self-inspections to identify potential liabilities or hazards that may exist in agency owned buildings or property.	Destroy in office when superseded or obsolete.	
10.	<b>LOST, STOLEN, OR DAMAGED PROPERTY REPORTS</b> Includes citizen reports of property lost or stolen at agency. Also includes reports and employee narratives of vandalism to agency property.	Destroy in office after 3 years.*	
11.	<b>MATERIAL SAFETY DATA SHEETS</b> Forms supplied to agencies from manufacturers and distributors of hazardous materials.	Destroy in office 30 years after materials have been disposed of according to manufacturer’s instructions.  <i>Retention Note: A data sheet for a mixture may be discarded if the new data sheet includes the same hazardous chemicals as the original formulation. If the formulation is different, both data sheets must be retained for 30 years. Data sheets may also be discarded if some other record identifying the substances used, where they were used, and when they were used is retained the required 30 year period.</i>	Retention: 29 CFR 1910.1020(d)(1)(ii)(B)
12.	<b>OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)</b> Records concerning injury or illness, extent and outcomes, summary totals for calendar year, and OSHA forms. Includes ergonomic assessments for employees.	Destroy in office after 5 years.	Retention: 29 CFR 1904.33 29 CFR 1904.44
13.	<b>SELF-INSURER CERTIFICATIONS</b>	Destroy in office 6 years from date of termination of policy or settlement of all claims.	

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**STANDARD 8: PROGRAM OPERATIONAL RECORDS – SHERIFF RECORDS**  
 Records received and created by a county sheriff department necessary to meet all statutory requirements. Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of law enforcement records and G.S. §153A-98 and G.S. §160A-168 regarding confidentiality of personal information of law enforcement officers.

ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p><b>ACCREDITATION RECORDS</b>                      Records concerning compliance with those standards outlined by professional law enforcement agencies’ accreditation programs.</p>	Destroy in office 1 year after accreditation is obtained, renewed, or no longer valid.*	
2.	<p><b>ACTIVITY REPORTS</b>                      Reports of officer activities on each shift or special detail worked, including activities of the Domestic Violence Unit. Includes information on occurrence of all criminal activity, complaints, arrests, traffic violations and accidents, rescue service calls, hours worked, miles traveled, location of call, type of call, time of call, papers served, and other related information. (This information is often collected by the day and month for statistical reporting and includes reports submitted to Uniform Crime Reporting Program.)</p> <p>See also <b>REPORTS AND STUDIES</b>, page 13, item 52.</p>	a) Retain in office 1 copy of all annual and biennial reports permanently. b) Retain in office reports and studies prepared by request of an agency’s governing body or a court permanently. c) Destroy in office reports prepared monthly, bimonthly, or semi-annually after 3 years. d) Destroy in office activity reports concerning workload measurements, time studies, number of jobs completed, etc., prepared on a daily or other periodic basis, after 1 year. e) Destroy in office remaining reports and studies when reference value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	<b>ALARM CALL REPORTS</b> Reports completed by officers responding to alarm calls. Includes listings of alarm type, time received, time arrived, reason for activation, and other related information. May include forms completed by businesses naming emergency contacts, location of safe, and other related information.	a) Destroy in office after 30 days if not made part of a case file.  b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.	
4.	<b>ALTERNATIVE SENTENCING PROGRAMS</b> Records documenting alternative sentencing programs. May include work release and weekender service.	Destroy in office 3 years after individual leaves program.	
5.	<b>ANIMAL CONTROL RECORDS</b> Reports of animal control calls. May include information regarding animal bites, animals received from citizens, strays caught, animals taken to shelter or returned to owner, use of tranquilizer guns, and other related information.	a) Destroy in office records concerning dangerous animals when known dead or after 10 years.  b) Destroy in office records concerning animal abuse cases after 5 years.  c) Destroy in office remaining records after 1 year.	
6.	 <b>ARREST PROCESSING: TRACKING RECORDS</b> Records used to track a defendant’s time and activities while in arrest processing. May include time of arrival and time to and from each workstation.	Destroy in office 1 year after date of arrest.*	Confidentiality: G.S. § 132-1.4

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7. 	<b>ARREST PROCESSING: DWI TRACKING RECORDS</b> Records used to track a defendant’s time and activities while in arrest processing. May include time of arrival and time to and from each workstation, time to and from the magistrate’s office, time allowed to use the telephone, and notes documenting any unusual and/or violent behavior.	Destroy in office 2 years after date of arrest.*	Confidentiality: G.S. § 132-1.4
8. 	<b>ARREST REPORTS</b> Reports concerning arrests made by officers. May include complete name, alias or nickname, residence, sex, age, date of birth, physical description, offense committed, car make, license number, occupation, telephone numbers, names of witnesses, name(s) of arresting officer(s), and other related information.	a) Destroy in office 5 years from date of arrest if report is not made part of a case file.  b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.	Confidentiality: G.S. § 132-1.4
9.	<b>AUCTION RECORDS</b> Records concerning abandoned and unclaimed articles or found property sold at public auction. May include auction receipts of monies received for items sold.	Destroy in office after 3 years.*	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10. 	<p><b>AUDIO AND VIDEO RECORDINGS</b> Tapes and digital recordings generated by mobile and fixed audio and video recording devices.</p> <p>Does not include <b>ELECTRONIC RECORDINGS OF INTERROGATIONS (JUVENILE OR HOMICIDE)</b>, page 65, item 35.</p>	<p>a) Destroy in office after 30 days if not made part of a case file.</p> <p>b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p> <p>c) If record is made part of a citizen complaint follow disposition instructions for <b>COMPLAINTS AGAINST DEPARTMENT / ADMINISTRATIVE INVESTIGATION RECORDS</b>, page 60, item 20.</p> <p>d) If record is made part of an internal investigation follow disposition instructions for <b>INTERNAL AFFAIRS CASE RECORDS</b>, page 72, item 62.</p>	<p>Confidentiality: G.S. § 132-1.4 G.S. § 153A-98</p>
11. 	<p><b>CASE HISTORY FILE: FELONIES</b> Includes investigative reports, complaint reports, fingerprint cards, original arrest reports, copies of warrants, special expenditure reports; statements of seized and returned property, interview sheets; case status reports, photographs, court orders, correspondence; officer’s notes, laboratory tests, court dispositions, audio or video recordings, and other related records.</p> <p>See also <b>ELECTRONIC RECORDINGS OF INTERROGATIONS (JUVENILE OR HOMICIDE)</b>, page 65, item 35.</p>	<p>a) Destroy in office records concerning solved cases after 20 years.*</p> <p>b) Retain in office records concerning unsolved cases until solved, and then follow disposition instructions in part (a).</p>	<p>Confidentiality: G.S. § 132-1.4</p>

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12. 	<b>CASE HISTORY FILE: MISDEMEANORS</b> Includes investigative reports, complaint reports, fingerprint cards, original arrest reports, copies of warrants, special expenditure reports, statements of seized and returned property, interview sheets, case status reports, photographs, court orders, correspondence, officer’s notes, laboratory tests, court dispositions, audio or video recordings, and other related records.	a) Destroy in office records concerning solved malicious misdemeanor cases after 3 years.*  b) Retain in office records concerning unsolved malicious misdemeanor cases until solved, and then follow disposition instructions in part (a).  c) Destroy in office records concerning all misdemeanor cases not covered in (a) or (b) after 3 years.*	Confidentiality: G.S. § 132-1.4
13. 	<b>CASE HISTORY FILE: CASES NOT OFFICIALLY INVESTIGATED</b>	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 132-1.4
14.	<b>CHEMICAL ANALYSIS RECORDS</b> Records and reports generated when individuals suspected of being under the influence of or impaired by illegal drugs or alcohol are chemically tested.	a) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.  b) Destroy in office when reference value ends if records are not made part of a case file.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<p><b>CIVIL PROCESS RECORDS</b> Records concerning civil papers processed and served by sheriff’s office. May include lists of summons, notices, subpoenas, and court orders served; lists of items seized or sold on execution; lists of judgments collected; and ejectments. (Entries are usually filed numerically by case number and indexed by name).</p>	<p>a) Return originals to issuing clerk of court’s office as required by law once served, canceled, withdrawn or otherwise disposed of.</p> <p>b) Destroy in office after 3 years records concerning judgments collected and similar claims and deliveries.*</p> <p>c) Destroy in office records concerning all other civil orders including department copies of warrants, subpoenas and orders of arrest when reference value ends.† Agency Policy: Destroy in office after _____</p>	
16.	 <p><b>COMMUNICATION RECORDS</b> Recordings, printouts, and logs of telephone, radio, dispatch, 911 emergency calls or texts, and computer aided dispatch (CAD) systems incoming and/or outgoing communications. May include time and date of call, contents of call, location of call, name of unit sent to scene, and other related information.</p>	<p>a) Destroy in office after 30 days if not made part of a case file.*</p> <p>b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p>	Confidentiality: G.S. § 132-1.4
18.	<p><b>COMPOSITE INTERVIEWS</b> Summaries of interviews used to determine the physical description of suspects. May include race, sex, build, weight, eye and hair color, skin tone, weapon description, and other related information.</p>	<p>a) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p> <p>b) Destroy in office when reference value ends if not made part of case file.† Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19. 	<p><b>COMPLAINTS</b> Records concerning complaints to which a unit responded. May include logs listing name and address of victim, time, date, nature of complaint, responding officer’s name, action taken, and other related information.</p> <p>See also <b>COMPLAINTS AGAINST DEPARTMENT/ ADMINISTRATIVE INVESTIGATION RECORDS</b>, page 60, item 20.</p>	<p>a) Destroy in office 3 years after resolution if not made part of a case file.</p> <p>b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p>	Confidentiality: G.S. § 132-1.4
20. 	<p><b>COMPLAINTS AGAINST DEPARTMENT/ ADMINISTRATIVE INVESTIGATION RECORDS</b> Citizen complaints against employees of the department or against the department. May include administrative investigation reports initiated within the sheriff’s office.</p> <p>See also <b>COMPLAINTS</b>, page 60, item 19.</p>	<p>a) Destroy in office records of complaints against employees of the department 3 years after resolution if not made part of an internal investigation.</p> <p>b) If record is made part of an internal investigation against employees of the department follow disposition instructions for <b>INTERNAL AFFAIRS CASE RECORDS</b>, page 72, item 62.</p> <p>c) If legal action is taken and case adjudicated, destroy in office 5 years after final disposition.</p> <p>d) If legal action is taken and case non-adjudicated (out-of-court claims), destroy in office 5 years after final disposition or expiration of relevant statute of limitations.</p> <p>e) Retain in office litigation case records having precedent or historical value permanently.</p>	Confidentiality: G.S. § 132-1.1(a)

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21. 	<b>CONFIDENTIAL FUNDS RECORDS</b> Records concerning the use of confidential funds utilized to pay informants, purchase contraband, or otherwise finance undercover operations for vice/narcotics and special investigations.	Destroy in office after 3 years.*	Confidentiality: G.S. § 132-1.7(c)
22. 	<b>CRIME ANALYSIS RECORDS</b> Records used to anticipate, prevent, or monitor possible criminal activity. May include crime reports, photographs, complaints, copies of citations, criminal profile information, and interoffice memoranda generated or accumulated in connection with investigations or directed patrols.	a) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.  b) Destroy in office when reference value ends if not made part of case file.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 132-1.4 G.S. § 132-1.7(a2)
23.	<b>CRIME PREVENTION RECORDS</b> Records concerning sheriff’s office and community meetings and other functions which seek to prevent or monitor possible criminal activity. May include meeting schedules and agendas and other related records.	a) Retain in office records with historical value permanently.  b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____	
24. 	<b>CRIMINAL HISTORY RECORDS</b> Records concerning the arrest history of individuals. May include summary sheets or cards, arrest reports, mug shots, fingerprint cards, and other related records.	a) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.  b) Destroy in office when reference value ends if not made part of case file.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 132-1.4

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
25.	<p><b>DAILY BULLETINS</b> Daily bulletins used to provide officers with information concerning stolen vehicles, missing persons, new warrants, wanted persons, and any other specific complaint or incident. May include “be on the lookout” records and forms.</p>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____</p>	
26.	 <p><b>DETENTION FACILITY INCIDENT REPORTS</b> Detention facility incident reports. Include narratives of incidents, lists of those involved, statements and interview reports, inmates’ refusal of medical treatment, inmates’ refusal to press charges, and other related records.</p>	<p>a) Destroy in office after 3 years.* b) If legal action is taken and case adjudicated, destroy in office 5 years after final disposition. c) If legal action is taken and case non-adjudicated (out-of-court claims), destroy in office 5 years after final disposition or expiration of relevant statute of limitations. d) Retain in office litigation case records having precedent or historical value permanently.</p>	<p>Confidentiality: G.S. § 132-1.1(a)</p>
27.	<p><b>DETENTION FACILITY INSPECTION RECORDS</b> Inspection reports of county detention facilities. May include reports made by the N.C. Department of Health and Human Services.</p>	<p>a) Destroy in office 1 year from date of report if no violations are recorded. b) Destroy in office 1 year after corrective action was approved if violations are recorded.</p>	

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
28.	<p><b>DETENTION FACILITY OPERATIONAL RECORDS</b> Records concerning all activities occurring during shifts at detention facilities. May include end of duty (shift change reports, key and radio control lists, equipment and inmate/non-inmate housing check lists, cell inspection reports, laundry exchange and controlled property lists, tour reports, etc.) and inmate accountability (rosters, commitment and release reports, cell locations, etc.) records.</p>	<p>a) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p> <p>b) Destroy in office when reference value ends if not made part of case file.† Agency Policy: Destroy in office after _____</p>	
29.	<p><b>DETENTION FACILITY PHYSICAL FORCE RECORDS</b> Reports made by any officer or employee of a detention facility who applies physical force to an inmate or arrestee.</p>	Destroy in office after 3 years.*	
30.	<p><b>DIVISION OF CRIMINAL INFORMATION AND NATIONAL CRIME INFORMATION CENTER (DCI-NCIC) ENTRIES</b> Records and logs listing entries and inquiries made against DCI-NCIC networks and concerning missing persons, wanted persons, stolen vehicles or other property, and other related topics.</p>	Destroy in office 1 year after period covered by audit.*	Authority: 28 USC 534
31.	<p><b>DIVISION OF CRIMINAL INFORMATION AND NATIONAL CRIME INFORMATION CENTER (DCI-NCIC) VALIDATION RECORDS</b> Requests and proofs of verification for DCI-NCIC or other law enforcement information networks.</p>	Destroy in office after 1 year.*	Authority: 28 USC 534

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
32.	<p><b>DNA SAMPLING RECORDS</b> Records documenting the collection of DNA samples from persons for qualifying offenses. May include copies of judgments. Original samples are forwarded to the State Bureau of Investigation.</p>	<p>a) Destroy in office 1 year from date sample was obtained if not made part of a case file.</p> <p>b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p>	<p>Authority: G.S. § 15A-266.8</p>
33.	 <p><b>DOMESTIC VIOLENCE RECORDS</b> Restraining orders and related records.</p>	<p>a) Destroy in office after expiration of restraining order if not made part of a case file.</p> <p>b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p>	<p>Confidentiality: G.S. § 132-1.4</p>
34.	<p><b>DRIVING WHILE IMPAIRED (DWI) REPORTS</b> Reports used for persons arrested for driving while impaired by alcohol and/or drugs. May include breathalyzer analysis reports.</p>	<p>a) Transfer original records to county Clerk of Superior Court’s office.</p> <p>b) Destroy in office duplicate copies when reference value ends if not made part of a case file.† Agency Policy: Destroy in office after _____</p> <p>c) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p>	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35. 	<b>ELECTRONIC RECORDINGS OF INTERROGATIONS (JUVENILE OR HOMICIDE)</b> Electronic recordings generated by audio and/or video recording devices of custodial interrogations in an investigation of a juvenile or any person in a criminal investigation related to a Class A, B1, or B2 felony or a Class C felony of rape, sex offence, or assault with a deadly weapon with intent to kill inflicting serious injury.	a) Destroy in office recordings of interrogations of convicted defendants 1 year after the completion of all State and Federal appeals of the conviction.  b) Destroy in office remaining recordings of when reference value ends.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 7B-3001(b)  Authority: G.S. § 15A-211
36. 	<b>EXPUNCTIONS</b> Records concerning the expunction of a convicted individual’s records. May include petitions, affidavits, and other related records. If the petition is approved all records relating to that case are to be destroyed in accordance with the court order.	Transfer Final Disposition Report to the State Bureau of Investigation once all records relating to the case are expunged.	Confidentiality: G.S. § 132-1.4  Authority: G.S. § 15A-145 G.S. § 15A-146
37.	<b>EXTRADITION CASE RECORDS</b> Records concerning the extradition of prisoners in and out of state. May include court orders, correspondence, and other related records.	Follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.	
38.	<b>FEDERAL FIREARMS NOTIFICATION RECORDS</b> Copies of records and forms provided by individuals applying for certain federal firearm licenses.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	Authority: 18 USC 923(d)(1)(f)(iii)

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
39.	<b>FEDERAL FORFEITURE RECORDS</b> Records concerning funds received from seized assets and records concerning expenditures made with federal forfeiture funds.	Destroy in office after 3 years.*	
40. 	<b>FIELD OBSERVATIONS</b> Reports concerning field observations of suspicious persons or vehicles. May include subject’s name, address, and physical description; date, time, and location of occurrence; reason for stop; name of officer conducting interview; and other related information.	a) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.  b) Destroy in office when reference value ends if not made part of case file.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 132-1.4
41. 	<b>FINGERPRINT CARDS</b> Records used to verify a subject’s identity. May include fingerprints and all necessary information required to identify an individual. Also includes records of latent finger and palm prints that were found at the scene of a crime without identification of suspects. Original fingerprint records are forwarded to the State Bureau of Investigation.  See also <b>JUVENILE CASE HISTORY IDENTIFICATION RECORDS</b> , page 73, item 64.	a) Destroy in office duplicate records after 3 years.  b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.	Confidentiality: G.S. § 132-1.4  Authority: G.S. § 15A-502
42.	<b>FORCIBLE ENTRY RECORDS</b> Reports concerning forcible entries made by sheriff’s office personnel.	Destroy in office after 1 year.	

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
43.	<p><b>FUGITIVE WARRANTS CASE RECORDS</b> Records concerning fugitive warrants sent to a department from another jurisdiction requesting assistance in finding an individual. May include fugitive profile and warrant.</p>	Destroy in office 1 year after case is closed.	
44.	 <p><b>IDENTIFICATION PHOTOGRAPHS</b> Photographs (mugshots) of persons arrested in association with formal investigations. May include driver’s license photos or negatives.  See also <b>JUVENILE CASE HISTORY IDENTIFICATION RECORDS</b>, page 73, item 64.</p>	<p>a) Destroy in office after 3 years if not made part of a case file.</p> <p>b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p>	Confidentiality: G.S. § 132-1.4
45.	<p><b>IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) DETAINEE RECORDS</b> Records concerning individuals incarcerated in county detention facilities per the U.S. Illegal Immigration Reform and Immigrant Responsibility Act (IIRAIRA), Section 287(g).</p>	Destroy in office 3 years after individual is released or transferred from the facility.	
46.	<p><b>INCIDENT RESPONSE REPORTS</b> Reports completed by officers responding to incidents. May include victim, suspect, and witness information; damaged and stolen property reports; statement sheets; Miranda waiver forms; and other related records.</p>	<p>c) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p> <p>d) Destroy in office when reference value ends if not made part of case file.† Agency Policy: Destroy in office after _____</p>	

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47. 	<p><b>INFORMANT RECORDS</b> Records concerning informants. May include correspondence, payment records, and other related records.</p>	<p>a) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p> <p>b) Destroy in office when reference value ends if not made part of case file.† Agency Policy: Destroy in office after _____</p>	Confidentiality: G.S. § 132-1.4
48.	<p><b>INMATE CLASSIFICATION RECORDS</b> Records concerning classification information gathered by the detention facility while inmates are incarcerated. May include incident reports, behavioral or disciplinary reports, interviews, classification level assigned, requested housing moves, and other related records.</p> <p>See also <b>IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) DETAINEE RECORDS</b>, page 67, item 45.</p>	Destroy in office 3 years after inmate is released or transferred from the facility.*	
49.	<p><b>INMATE COMMITMENT RECORDS</b> Copies of judgment and commitment papers received from the Clerk of Superior Court’s office used to validate time spent incarcerated.</p>	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
50.	<b>INMATE DEATH REPORTS</b> Reports filed by office upon the death of an inmate. A report must be sent to the county health director and N.C. Department of Health and Human Services, within five days of the death.	Destroy in office after 3 years.*	Authority: G.S. § 153A-224(b)
51.	<b>INMATE FINANCIAL RECORDS</b> Records concerning individual inmate funds maintained by a detention facility for use by the inmate while incarcerated. May include balance sheets listing inmate’s name and number, amount of funds, dates of deposits and withdrawals, and other related information.	Destroy in office 3 years after inmate is released or transferred from the facility.*	
52.	 <b>INMATE GRIEVANCE RECORDS</b> Records concerning grievances filed by inmates and actions taken.	a) Destroy in office 3 years after inmate is released or transferred from the facility.*  b) If legal action is taken and case adjudicated, destroy in office 5 years after final disposition.  c) If legal action is taken and case non-adjudicated (out-of-court claims), destroy in office 5 years after final disposition or expiration of relevant statute of limitations.  d) Retain in office litigation case records having precedent or historical value permanently.	Confidentiality: G.S. § 132-1.1(a)

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
53.	<p><b>INMATE INCARCERATION RECORDS (ACTIVE AND INACTIVE)</b> Records concerning non-medical information gathered on inmates in county detention facilities. May include entry and release summaries, detainees’ arrest sheets; court commitment and release orders, work release records, pretrial release agreements, and other related records concerning the arrest and confinement of an individual.</p>	Destroy in office 3 years after inmate is released or transferred from the facility.*	
54.	<p><b>INMATE LIST REPORTS</b> Lists of inmates furnished weekly to the Clerk of Superior Court.</p>	Destroy in office when superseded or obsolete.	Authority: G.S. § 153A-229
55.	<p><b>INMATE MAIL, TELEPHONE, OR VISITOR RECORDS</b> Records concerning telephone calls and mail sent and received by inmates, and attorneys, ministers, or family members visiting inmates confined in county detention facilities. May include logs listing inmate’s name, date and time of call or mail, visitor’s signature and address, and other related information.</p>	Destroy in office after 1 year.*	
56.	<p><b>INMATE MEAL RECORDS</b> Records concerning the planning and scheduling of inmate meals. May include food service daily shift reports, daily meal sheets, food order forms, kitchen checklists, lists of inmates receiving meals and other related records. File also includes records concerning requests for special diets made by inmates.</p>	Destroy in office after 3 years.*	Retention: 10A NCAC 14J .1723

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
57. 	<b>INMATE MEDICAL RECORDS</b> Records concerning medical examinations, diagnoses, and treatments of inmates. May include medical information sheets and screening forms, medical histories as provided by inmate, receipt and/or release forms for medications and medical articles, laboratory and x-ray reports, blood pressure records, sick bay transfer forms, special diet authorizations, psychological evaluation forms, suicide watch sheets, progress notes, health assessment forms, dental forms, doctors’ orders, transportation records to outside clinics or hospitals, and other related records. May also include authorization records for release of medical information to detention facility staff, informed consent forms, refusal of treatment forms, and release of financial responsibility forms.	Destroy in office 5 years after inmate is released or transferred from the facility.*	Confidentiality: G.S. § 8-53 45 CFR 164.502  Authority: G.S. § 153A-225.2
58.	<b>INMATE MONTHLY CONFINEMENT REPORTS</b> Monthly reports submitted to the N.C. Department of Health and Human Services listing confinement (Jail) figures.	Destroy in office after 3 years.*	
59.	<b>INMATE PERSONAL IDENTIFICATION RECORDS</b> Records concerning changes to be made to an inmate’s incarceration file. May include personal identification changes, superior court calendar, long form dismissals and other related records.	Destroy in office 30 days after receipt.*	

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
60.	<b>INMATE RESEARCH REQUESTS</b> Requests filed by inmates seeking use of a facility’s law library or similar collection containing research materials.	Destroy in office 1 year from date of request.	
61.	<b>INMATES: REIMBURSEMENT REQUESTS FOR THOSE CONFINED LOCALLY</b> Reports and supporting documentation sent to the N.C. Department of Public Safety requesting state and/or federal reimbursement for inmates serving sentences of thirty days or more in a county detention facility.	Destroy in office after 3 years.*	Authority: G.S. § 148-32.1
62. 	<b>INTERNAL AFFAIRS CASE RECORDS</b> Records concerning internal investigations of alleged officer misconduct. May include complaints, investigation reports, disciplinary action, and other related records.	a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 43, Item 30. b) Destroy in office all remaining records 2 years after resolution of all actions.	Confidentiality: G.S. § 153A-98  Retention: 29 CFR 1602.31
63. 	<b>JUVENILE CASE HISTORY FILES</b> Includes incident and arrest reports, detention orders, disposition instructions, name and address of person having legal and/or physical custody of child, correspondence with county or state juvenile services, and other related records.	a) Destroy in office records when juvenile reaches 21 years of age if adjudicated for an offense that would have been a Class A, B1, B2, C, D, or E felony if committed by an adult. b) Destroy in office records related to all other cases when juvenile reaches 18 years of age.	Confidentiality: G.S. § 7B-3001(b)

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
64. 	<b>JUVENILE CASE HISTORY IDENTIFICATION RECORDS</b> Includes fingerprints and photographs.	a) Transfer to the State Bureau of Investigation and Federal Bureau of Investigation.  b) Destroy in office reference copies when reference value ends.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 7B-2102 (d)  Retention: G.S. § 7B-2102
65. 	<b>JUVENILE DETENTION RECORDS</b> Records concerning medical and non-medical information gathered on juvenile inmates held in county detention facilities.	a) Destroy in office medical records when juvenile reaches 21 years of age.  b) Destroy in office non-medical records when juvenile reaches 18 years of age.	Confidentiality: G.S. § 7B-3001(b)
66.	<b>MULTIPLE FIREARMS SALES REPORTS</b> Reports received from dealers reporting the sale of multiple firearms.	Destroy in office when reference value ends, but within 20 days after receipt.† Agency Policy: Destroy in office after _____	Retention: 18 USC 923(g)(3)(b)
67.	<b>MULTIPLE FIREARMS SALES REPORTS DESTRUCTION RECORDS</b> Records submitted after 6 months to the U.S. Attorney General’s Office certifying that all multiple firearm sales reports received from dealers have been destroyed.	Destroy in office after 1 year.	Authority: 18 USC 923(g)(3)(b)
68.	<b>MUTUAL AID AGREEMENT RECORDS</b> Records concerning officers who work with other agencies and vice versa. May include mutual aid agreements and supporting documentation.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
69.	<b>PAROLE COMMISSION NOTIFICATION REPORTS</b> Reports submitted to the N.C. Parole Commission listing dates of incarceration, jail credit, and other related documentation.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	Authority: G.S. § 148-32.1
70.	<b>PAWNSHOP RECORDS</b> Pawnshop and property records.	a) Destroy in office after 1 year if not made part of a case file.  b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.	
71.	<b>PERMISSION TO SEARCH RECORDS</b> Authorizations for officers to search property, and if necessary, confiscate property deemed pertinent to an investigation.	a) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.  b) Destroy in office when reference value ends if not made part of a case file.† Agency Policy: Destroy in office after _____	
72.	 <b>PERMITS, CONCEALED WEAPONS</b> Applications and supporting documentation filed to carry concealed weapons. May include lists of permit holders, lists of permit denials, records of background checks, and other related documentation.	a) Destroy in office all approved applications 5 years after the date of last renewal.  b) Destroy in office criminal histories and related records concerning approved applications when permit is issued.  c) Destroy in office denied applications and related records 5 years from date of denial or resolution of petition filed with district court, whichever is longer.	Authority & Confidentiality: G.S. § 14-415.17

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† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” Please use the space provided.

ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
73. 	<b>PERMITS, HANDGUN</b> Applications filed to purchase handguns. May include lists of permit holders, lists of permit denials, background checks, and other related records.	a) Destroy in office all approved applications after 5 years. b) Destroy in office criminal histories and related records concerning approved applications when permit is issued. c) Destroy in office denied applications and related records 5 years from date of denial or resolution of petition filed with district court, whichever is longer.	Authority & Confidentiality: G.S. § 14-405
74. 	<b>PERSONAL HISTORIES OF KNOWN OR SUSPECTED LAW BREAKERS</b> Records collected concerning an identifiable person or group of persons in an effort to anticipate, prevent or monitor criminal activity. May include witnesses’ statements, laboratory tests, surveillance, reports, investigators’ or confidential informants’ statements, photographs, vital statistics, and other related records.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 132-1.4 G.S. § 132-1.7
75. 	<b>PERSONNEL INSPECTION REPORTS</b> Inspection reports concerning individual officer’s physical appearance and condition of uniform and weapons.  See also <b>PERFORMANCE REVIEWS</b> , page 42, item 28.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 153A-98
76.	<b>PRISONER/MENTAL PATIENT TRANSPORT RECORD</b> Verification forms completed by receiving party of prisoner/mental patient.	Destroy in office after 1 year.	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
77.	<b>PROPERTY RECORDS: CONFISCATED</b> Itemized lists of all property confiscated by the sheriff’s office pursuant to law.	Destroy in office 1 year after disposition of property.	
78.	<b>PROPERTY RECORDS: EVIDENCE</b> Records used to control and track evidence. May include descriptions of property, physical evidence examination requests, and records documenting final disposition of property.	Destroy in office 1 year after disposition of property.	
79.	<b>PROPERTY RECORDS: STOLEN/RECOVERED</b> Records concerning the recovery of stolen property. May include descriptions of property and its value, serial numbers, and other related records. Records may be filed with original incident report.	Destroy in office 1 year after disposition of property.	
80.	<b>PROPERTY RECORDS: UNCLAIMED</b> Disposition records concerning unclaimed property held by sheriff’s office. May include descriptions of property and serial or identification numbers.	Destroy in office 1 year after disposition of property.	
81.	<b>PROPERTY RECORDS: UNCLAIMED INMATE</b> Records concerning unclaimed personal property stored by the department during an inmate’s incarceration.	Destroy in office 90 days after release and attempt to notify former inmate.	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
82.	<p><b>PURSUIT LOGS</b> Logs concerning pursuits by sheriff’s office personnel.</p>	<p>a) Destroy in office after 3 years if not made part of a case file.</p> <p>b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p>	
83.	<p><b>RIDE-ALONG PROGRAM RECORDS</b> Records concerning a sheriff’s office ride-along program. May include citizens’ applications to participate, waivers of liability, and other related records.</p>	<p>Destroy in office after 3 years.*</p>	
84.	<p><b>SEXUAL OFFENDER RECORDS</b> Records concerning sexual offenders living within jurisdiction.</p>	<p>a) Destroy in office records of persons registered in the “Sex Offender and Public Protection Program” after court petition and review by the State; or after 30 years or length of court order, whichever is greater; or when individual is known dead.</p> <p>b) Destroy in office records of persons registered in the “Sexually Violent Predator Program” when individual is known dead or after 90 years.</p>	<p>Authority: G.S. § 14-208</p> <p>Retention: G.S. § 14-208.6A</p>
85.	<p><b>SPECIAL ORDER RECORDS</b> Special orders issued by sheriff concerning the adoption or revision of policy and established procedures on department, division, section, or individual level.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
86.	<b>TOWED/SEIZED VEHICLE INVENTORIES</b> Inventories of towed and seized vehicles.	Destroy in office after 1 year.	
87.	<b>TRAFFIC ACCIDENT REPORTS</b> Records concerning traffic accidents. May include general correspondence, property receipts, collision reports, waivers signed by involved parties agreeing to settle damages among themselves, and other related records.	a) Transfer original collision report to the N.C. Division of Motor Vehicles within 10 days of accident. b) Destroy in office duplicate reports when reference value ends.† Agency Policy: Destroy in office after _____ c) Destroy in office after 3 years records concerning accidents not meeting N.C. Division of Motor Vehicles reporting requirements, but for which a report was made.	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
88. 	<p><b>TRAFFIC CITATIONS</b> Citations issued to drivers violating motor vehicle and traffic laws. May include time, date, and location of violation; license number; violation code; officer’s name; signature of person receiving citation; and other related information.</p>	<p>a) Transfer original records to county Clerk of Superior Court’s office.</p> <p>b) Destroy in office duplicate copies when reference value ends if not made part of a case file.† Agency Policy: Destroy in office after _____</p> <p>c) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p> <p>d) If legal action is taken and case adjudicated, destroy in office 5 years after final disposition.</p> <p>e) If legal action is taken and case non-adjudicated (out-of-court claims), destroy in office 5 years after final disposition or expiration of relevant statute of limitations.</p> <p>f) Retain in office litigation case records having precedent or historical value permanently.</p>	Confidentiality: G.S. § 132-1.1(a)

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
89.	 <p><b>TRAINING RECORDS</b> Records concerning the training of officers. May include records documenting in-service training schools conducted to develop skills, knowledge, and abilities; field training observation reports; supervisory career assessment forms; certificates; firearms qualifications; and other related records maintained in accordance with N.C. Administrative Code and Criminal Justice Commission standards and regulations. May also include course curriculum, attendance rosters, development material, and other related records.</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b>, page 43, item 30, if such training and testing is required for the position held or could affect career advancement.</p> <p>b) Destroy in office remaining records after 1 year.</p>	<p>Confidentiality: G.S. § 153A-98</p> <p>Retention: 29 CFR 1627.3(b)(1)(iv)</p>
90.	<p><b>TRESPASS LAW ENFORCEMENT RECORDS</b> Authorizations by property owners, lessees, or managers for officers to take action deemed appropriate to remove unauthorized persons and issue trespass warnings.</p>	<p>Destroy in office when superseded or obsolete.</p>	
91.	<p><b>VEHICLE LOCATOR RECORDS</b></p>	<p>Destroy in office after 90 days.*</p>	
92.	<p><b>VEHICLE TOWING RECORDS</b> Includes recovery authorizations and consent forms completed by owners to have vehicle towed, removed, stored, or left at the scene.</p>	<p>a) Destroy in office after 1 year if not made part of a case file.</p> <p>b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b>, page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b>, page 58, item 12.</p>	

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ITEM #	STANDARD-8. PROGRAM OPERATIONAL RECORDS: SHERIFF RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
93.	<b>WARNING TICKETS</b> Warning tickets issued by sheriff’s office. May include name and address of person and reason for warning.	a) Destroy in office after 1 year if not made part of a case file. b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.	
94.	<b>WARRANTS</b> Warrants issued by a court directing a person to be taken into custody to answer charge.	Return to issuing Clerk of Superior Court’s office as required by law once served, canceled, withdrawn, or otherwise disposed of.	
95.	<b>WARRANT REGISTERS</b> Registers listing warrants served by sheriff’s office.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
96.	<b>WORK RELEASE EARNINGS REPORTS</b> Inmates’ work release earnings submitted either to the N.C. Department of Public Safety or the Clerk of Superior Court.	Destroy in office after 3 years.*	Authority: G.S. § 148-32.1
97.	<b>WRECKER SERVICE RECORDS</b> Records concerning wrecker requests or calls. May include lists of wrecker company’s towing and storage rates, rotation lists, notification records when vehicles are towed from private property, and other related records.	a) Destroy in office after 1 year if not made part of a case file. b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> , page 57, item 11; or <b>CASE HISTORY FILE: MISDEMEANORS</b> , page 58, item 12.	

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## DESTRUCTION OF PUBLIC RECORDS

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### ***Q. When can I destroy records?***

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever. (See also the question above, “*What should I do with permanent records?*”)
- 

### ***Q. How do I destroy records?***

- A.** After your county has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
  - 2) shredded, or torn so as to destroy the record content of the documents or material concerned;
  - 3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
  - 4) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

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### ***Q. How can I destroy records if they are not listed on this schedule?***

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a **REQUEST FOR DISPOSAL OF UNSCHEDULED RECORDS** (page 90) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can continue to destroy the records appropriately.

---

### ***Q. Am I required to tell anyone about the destruction?***

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board.

## ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

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### ***Q. When can I delete my e-mail?***

**A.** E-mail is a public record as defined by G.S. § 121-5 and G.S. § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),  
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](http://www.southcarolina.gov)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

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### ***Q. May I print my e-mail to file it?***

**A.** We do not recommend printing e-mail for preservation purposes. Important metadata are lost when e-mail is printed.

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### ***Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?***

**A.** The best practice is to avoid using personal resources, including private e-mail accounts, for public business. G.S. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

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### ***Q. We have an imaging system. Are we required to keep the paper?***

**A.** You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<http://archives.ncdcr.gov/For-Government/Digital-Records/Digital-Records-Policies-and-Guidelines#imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

**Permanent records** must have a security preservation copy as defined by State Archives of North Carolina’s **Human-Readable Preservation Duplicate Policy** (G.S. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Cultural Resources.

**The preservation duplicate of permanent records must be either on paper or microfilm.**

**Non-permanent records** may be retained in any format. You will need to take precautions with records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you will have to convert all records to the new system so that you can assure their preservation and provide access.

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***Q. Computer storage is cheap. Can I just keep my computer records permanently?***

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

---

***Q. What are the guidelines regarding the creation and handling of electronic public records?***

- A.** There are numerous documents available on the State Archives of North Carolina website (<http://archives.ncdcr.gov/For-Government/Digital-Records/Digital-Records-Policies-and-Guidelines>). Topics covered include shared storage, cloud computing, eDiscovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that for e-mail, voicemail, text messages, and social media, they should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, voicemail, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see **LEAVE RECORDS**, page 41, item 24).

## MICROFILM

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### ***Q. Why do you still use microfilm?***

**A.** Microfilm is a legally acceptable replacement for original records, as outlined in G.S. § 8-45.1 and § 153A-436. Microfilm can be read with nothing more sophisticated than a magnifying glass, and there is no software to keep current. Usually, deterioration in the film itself can be detected by visual inspection. The State Archives of North Carolina provides a publication, *Micrographics: Technical and Legal Procedures*, on our website. It explains the four groups of national standards for the production of archival quality microfilm:

- manufacture of raw film
- filming methods
- processing (developing) film
- storage methods

That publication also provides sample forms, targets, and procedures that you or your vendor can use in producing film of your records.

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### ***Q. What film services do you provide?***

**A.** The Department of Natural and Cultural Resources provides microfilming services for minutes of major decision-making boards and commissions. We will also film records of adoptions for Social Services agencies. Once those records are filmed, we will store the silver negative (original) in our security vault. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

---

### ***Q. How do I get my minutes filmed?***

**A.** We have two processes to film minutes. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Minutes for Microfilming** form (available online at the State Archives of North Carolina website) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Alternatively, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Call a Records Management Analyst to make arrangements for an appointment for your books to be filmed. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

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### ***Q. What if I need my books while they are being filmed?***

**A.** Call the Raleigh Office at (919) 807-7350, and ask for the Records Management Analyst in charge of microfilm coordination.

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### ***Q. Can I send you my minutes electronically?***

**A.** We are working on standards and procedures for an electronic transfer system for minutes. Please contact the Records Management Analyst in charge of microfilm coordination for more information.

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### ***Q. I have some old minutes that are not signed. Can they still be filmed?***

**A.** If the only copy you have available is unsigned, and you use it as the official copy, we will film it.

---

**Q. *What if my books are destroyed after they have been filmed?***

- A.** Call a Records Management Analyst who will help you make arrangements to purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

## DISASTER ASSISTANCE

---

### ***Q. What should I do in case of fire or flood?***

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 807-7353 for the Head of the Government Records Section or (919) 807-7339 for the State Archivist. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

***DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.***

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

---

### ***Q. What help do you give in case of an emergency?***

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.
- 

### ***Q. What can I do to prepare for an emergency?***

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.
- 

### ***Q. What are essential records?***

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records
  - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as “rights-and-interests” records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

## STAFF TRAINING

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### ***Q. What types of workshops or training do you offer?***

- A.** We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:
- Managing public records in North Carolina
  - Scanning/digital imaging
  - Disaster preparedness and recovery
  - Confidentiality
  - Organizing paper and digital files
  - E-mail
- 

### ***Q. Will you design a workshop especially for our office?***

- A.** Yes, we will. Let a Records Management Analyst know what type of training you need.
- 

### ***Q. Are workshops only offered in Raleigh?***

- A.** No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.
- 

### ***Q. Is there a fee for workshops?***

- A.** Not at this time.
- 

### ***Q. Are the workshops available in an online format?***

- A.** Not at this time. However, there are several online tutorials available on the State Archives of North Carolina website, including managing public records, e-mail, electronic records, and scanning.



**REQUEST FOR CHANGE IN RECORDS SCHEDULE**

**TO** Assistant Records Administrator  
Division of Archives and Records  
Government Records Section  
4615 Mail Service Center  
Raleigh, NC 27699-4615

**FROM** Name \_\_\_\_\_  
County \_\_\_\_\_  
Agency or department \_\_\_\_\_  
Mailing address \_\_\_\_\_  
Phone or email \_\_\_\_\_

**INSTRUCTIONS**

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original, and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

**CHANGE REQUESTED**

- Add a new item
  - Delete an existing item
  - Change a retention period
- Standard Number \_\_\_\_\_ Page \_\_\_\_\_ Item Number \_\_\_\_\_  
Standard Number \_\_\_\_\_ Page \_\_\_\_\_ Item Number \_\_\_\_\_

**TITLE OF RECORDS SERIES IN SCHEDULE OR PROPOSED TITLE**

**INCLUSIVE DATES OF RECORDS** \_\_\_\_\_ **APPROXIMATE VOLUME OF RECORDS** \_\_\_\_\_

**DESCRIPTION OF RECORDS**

**PROPOSED RETENTION PERIOD**

Requested by: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Signature Title Date

Physical Address:  
215 N Blount Street  
Raleigh, N.C. 27601

State Courier 51-81-20  
Facsimile (919) 715-3627  
records@ncdcr.gov



**REQUEST FOR DISPOSAL OF UNSCHEDULED RECORDS**

**TO** Assistant Records Administrator  
N.C. Division of Archives and Records  
Government Records Section  
4615 Mail Service Center  
Raleigh, NC 27699-4615

**FROM** Name \_\_\_\_\_  
County \_\_\_\_\_  
Agency or department \_\_\_\_\_  
Phone number \_\_\_\_\_

In accordance with the provisions of G.S. 121 and 132, approval is requested for the destruction of records listed below. These records have no further use or value for official or administrative purposes.

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Signature Head of Governing Board Date

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(except as indicated) Signature Assistant Records Administrator Date  
NC Division of Archives and Records



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**Agenda Item:** V. G.  
**Meeting Date:** January 5, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Denise Brook, Human Resources Director

**DATE:** December 22, 2015

**SUBJECT:** Approval of the Position Classification and Pay Plan for Moore County

**PRESENTER:** Denise Brook

**REQUEST:**

Request the Board of Commissioners adopt the Position Classification and Pay Plan for Moore County with the proposed changes.

**BACKGROUND:**

The attached Position Classification and Pay Plan reflects the 1% Cost of Living Increase included in the adopted FY 15/16 Budget effective January 9, 2016.

**IMPLEMENTATION PLAN:**

Effective January 9, 2016

**FINANCIAL IMPACT STATEMENT:**

The financial impact of the 1% Cost of Living Increase is included in the adopted FY 15/16 Budget

**RECOMMENDATION SUMMARY:**

Request the Board of Commissioners adopt the Position Classification and Pay Plan for Moore County effective January 9, 2016

**SUPPORTING ATTACHMENTS:**

Position Classification and Pay Plan for Moore County

**Position Classification & Pay Plan for Moore County - Effective January 9, 2016**

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
4-H Assistant	101	A	15,904	16,438	16,971	17,506	18,041	18,575	25,718
Compactor Operator	101	A							
Gym Supervisor	101	A							
Library Page	101	A							
Nutrition Site Manager	101	A							
Park Assistant	101	A							
Seasonal Maintenance	101	A							
	102		16,698	17,260	17,820	18,382	18,944	19,503	27,003
Certified Nursing Assistant I	103	H	17,534	18,122	18,711	19,301	19,890	20,479	28,354
Certified Nursing Assistant II	104	H	18,410	19,028	19,647	20,266	20,883	21,502	29,771
MCTS Driver	104	B							
Custodial Worker	105	B	19,331	19,981	20,630	21,279	21,928	22,577	31,261
Community Social Services Assistant	106	H	20,298	20,979	21,661	22,344	23,024	23,706	32,824
Detention Cook	107	B	21,313	22,029	22,744	23,459	24,174	24,891	34,464
Groundskeeper	107	B							
Lead Certified Nursing Assistant	107	H							
Lead Custodial Worker	107	B							
Animal Shelter Attendant	108	B	22,379	23,129	23,881	24,632	25,385	26,137	36,189
Meter Technician	108	B							
Office Assistant III	108	F							
Processing Assistant III	108	F							
Secretary	108	F							
Volunteer Services Coordinator	108	F							
Library Technician	109	F	23,497	24,287	25,075	25,864	26,654	27,443	37,997
MCTS Lead Driver	109	B							
Medical Office Assistant	109	F							
Tax Assistant I	109	F							
Truck Driver	109	B							
Weighmaster	109	B							
Accounting Clerk IV	110	F	24,671	25,499	26,328	27,158	27,986	28,815	39,896
Accounting Technician II	110	C							
Billing & Collections Clerk I	110	C							
Container Site Supervisor	110	D							
Customer Service Representative	110	F							
Detention Cook Supervisor	110	B							
Library Technician II	110	F							
Nutrition Coordinator	110	F							
Office Assistant IV	110	F							
Processing Assistant IV	110	F							
Veterans Services Assistant	110	F							
Water Pollution Control Plant Operator Trainee	110	B							
Administrative Secretary	111	F	25,904	26,776	27,646	28,515	29,387	30,256	41,891
Income Maintenance Caseworker I	111	H							
Trucking Supervisor	111	D							
Accounting Clerk V	112	F	27,200	28,115	29,028	29,941	30,856	31,770	43,986
Accounting Technician III	112	C							
Administrative Services Assistant V	112	F							

**Position Classification & Pay Plan for Moore County - Effective January 9, 2016**

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Child Support Agent I	112	H							
Contact Center Specialist	112	F							
Deputy Register of Deeds II	112	F							
Equipment Operator	112	B							
Human Resources Technician I	112	C							
Maintenance Technician	112	B							
Master Control Room Operator	112	G							
Personnel Technician I	112	C							
Processing Assistant V	112	F							
Processing Unit Supervisor V	112	D							
Program Assistant V	112	F							
Tax Assistant II	112	F							
Utility Equipment Operator	112	B							
Utility Field Services Technician	112	B							
Utility Locator	112	B							
Utility Maintenance Technician	112	B							
Water Pollution Control Field Operator	112	B							
Water Pollution Control Lab Technician	112	E							
Water Pollution Control Plant Operator I	112	B							
<b>Administrative Assistant I</b>	<b>113</b>	<b>C</b>	<b>28,560</b>	<b>29,520</b>	<b>30,479</b>	<b>31,438</b>	<b>32,398</b>	<b>33,358</b>	<b>46,186</b>
Assistant Veterans Services Officer	113	H							
Billing & Collections Clerk II	113	C							
Care Manager	113	H							
Case Manager	113	H							
Electrical/Maintenance Technician	113	B							
Human Services Coordinator I	113	H							
HVAC/Maintenance Technician	113	B							
Income Maintenance Caseworker II	113	H							
Income Maintenance Investigator I	113	H							
Nutritionist I	113	E							
Social Worker I	113	H							
Tax Assistant III	113	F							
Water Pollution Control Plant Mechanic	113	B							
Water Pollution Control Plant Operator II	113	B							
Water System Operator	113	B							
<b>Animal Control Officer II</b>	<b>114</b>	<b>G</b>	<b>29,989</b>	<b>30,996</b>	<b>32,003</b>	<b>33,011</b>	<b>34,018</b>	<b>35,025</b>	<b>48,495</b>
Athletic Supervisor	114	D							
Auto Mechanic	114	B							
Billing & Collections Clerk III	114	C							
Business/Personal Property Appraiser	114	E							
Custodial Supervisor	114	B							
Deputy Register of Deeds III	114	E							
Detention Officer	114	G							
Fitness Room Coordinator	114	B							
Human Resources Placement Specialist	114	H							
Licensed Practical Nurse (LPN)	114	E							
Mapper	114	E							

**Position Classification & Pay Plan for Moore County - Effective January 9, 2016**

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
MCTS Operations Supervisor	114	D							
Public Health Educator I	114	E							
Recreation Specialist	114	C							
Water Pollution Control Plant Operator III	114	B							
Administrative Assistant II	115	C	31,488	32,546	33,603	34,661	35,719	36,776	50,920
Administrative Coordinator	115	C							
Child Support Agent II	115	H							
Communication/Placement Specialist	115	C							
Customer Service Supervisor	115	D							
Delinquent Collector	115	E							
Human Resources Technician II	115	C							
Income Maintenance Caseworker III	115	H							
Income Maintenance Investigator II	115	H							
Lead Maintenance Technician	115	B							
Medical Laboratory Technician I	115	E							
Personnel Technician II	115	C							
Program Coordinator	115	H							
RSVP Director	115	H							
Senior Mapper	115	E							
Title Research Specialist	115	E							
Water Pollution Control Plant Operator IV	115	B							
Water Pollution Control Plant Senior Operator	115	B							
Assistant Register of Deeds	116	C	33,062	34,172	35,284	36,395	37,503	38,615	53,464
Athletic Coordinator	116	C							
Detention Deputy Sheriff	116	G							
Detention Officer Supervisor	116	D							
E911 Communications Specialist	116	G							
Engineering Project Technician	116	E							
Field Service Supervisor	116	D							
Human Services Coordinator II	116	H							
Internal Tax Auditor	116	E							
Landfill Operations Supervisor	116	D							
Lead Child Support Agent	116	H							
Lead Water System Operator	116	D							
Library Supervisor	116	D							
Nutritionist II	116	E							
Paralegal	116	E							
Senior Maintenance Technician	116	B							
Solid Waste Collections Supervisor	116	D							
Substance Abuse Counselor II	116	H							
Veterans Services Officer	116	H							
Accounting Specialist I	117	E	34,715	35,882	37,048	38,214	39,380	40,545	56,138
Administrative Officer I	117	D							
Animal Control Supervisor I	117	D							
Animal Shelter Manager	117	D							
Deputy Sheriff	117	G							
Income Maintenance Supervisor II	117	D							

**Position Classification & Pay Plan for Moore County - Effective January 9, 2016**

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Medical Laboratory Technician II	117	E							
Real Property Appraiser	117	E							
Social Worker II	117	H							
Water Pollution Control Plant Lead Mechanic	117	D							
Administrative Specialist/Campaign Finance	118	C	36,452	37,675	38,899	40,124	41,349	42,575	58,945
Assistant Collections Supervisor	118	D							
Assistant Fire Marshal	118	G							
Chief Assistant Register of Deeds	118	D							
Clinical Substance Abuse Supervisor	118	D							
Computer Systems Administrator I	118	E							
E911 Addressing Coordinator	118	E							
Human Services Coordinator III	118	H							
Information Technology Support Analyst	118	E							
Maintenance Supervisor	118	D							
Maintenance Supervisor/Collections	118	D							
Maintenance Supervisor/Distribution	118	D							
Maintenance Supervisor/Water Quality	118	D							
Natural Resources Specialist	118	E							
Nutritionist III	118	E							
Permitting Technician	118	F							
Program and Events Coordinator	118	C							
Public Health Educator II	118	E							
Senior Appraiser	118	D							
Senior Engineering Project Technician	118	E							
Senior Real Property Appraiser	118	D							
Water Pollution Control Plant Lead Operator	118	D							
Code Enforcement Officer	119	E	38,274	39,559	40,845	42,130	43,416	44,703	61,894
Dental Hygienist I	119	E							
Deputy Sheriff/Sergeant	119	G							
Detective Sergeant	119	G							
Elections System Technician Specialist	119	D							
Human Resources Analyst I	119	C							
Information Technology ERP Specialist	119	E							
Information Technology Support Specialist	119	E							
Land Records Supervisor	119	D							
Natural Resources Specialist II	119	E							
Quality Assurance Nurse I	119	E							
Social Worker III	119	H							
Tax Collection Section Leader	119	D							
Voter Registration Services Coordinator	119	C							
Administrative Officer II	120	D	40,187	41,536	42,888	44,238	45,587	46,937	64,987
Billing Supervisor	120	D							
Chief Appraiser	120	D							
Garage Fleet Supervisor	120	D							
Housing Rehab Inspector	120	E							
Information Technology Network Analyst	120	E							
Information Technology Network Business Specialist	120	E							

**Position Classification & Pay Plan for Moore County - Effective January 9, 2016**

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
MCTS Manager	120	D							
Planner	120	E							
Revaluation Market Analyst	120	E							
Senior Internal Tax Auditor	120	E							
Social Work Supervisor II	120	D							
Social Worker-Investigative/Assessment & Treatment	120	H							
Tax Listing Section Leader	120	D							
Transportation Operations Division Leader	120	D							
Utilities Maintenance Superintendent	120	D							
WPCP Chemist & Pre-treatment Coordinator	120	E							
Appraiser Supervisor	121	D	42,196	43,615	45,032	46,449	47,866	49,284	68,236
Building Inspector	121	E							
Dental Hygienist II	121	E							
GIS Programmer Analyst	121	E							
Public Health Nurse I	121	E							
Purchasing Coordinator	121	C							
Quality Assurance Supervisor/RN	121	E							
Senior Planner	121	E							
Tax Appraising Section Leader	121	E							
Water Pollution Control Plant Superintendent	121	D							
Administrative Services Manager	122	C	44,307	45,795	47,283	48,772	50,261	51,748	71,648
Deputy Sheriff/Lieutenant	122	G							
E911 Communications Manager	122	D							
Environmental Health Specialist	122	E							
Fire Marshal	122	D							
GIS Applications Developer	122	E							
Grants Writer	122	C							
Income Maintenance Administrator I	122	D							
Information Technology Applications Specialist	122	E							
Information Technology Network Specialist	122	E							
Information Technology Office Communication Specialist	122	E							
Long Range Planner	122	E							
Risk and Benefits Manager	122	D							
Senior Code Enforcement Officer	122	E							
Solid Waste and Recycling Division Manager	122	D							
Administrative and Transportation Program Manager	123	D	46,522	48,085	49,648	51,210	52,773	54,336	75,231
Animal Operations Director	123	D							
Assistant EMS Chief	123	D							
Code Enforcement and Permitting Supervisor	123	D							
Database Administrator	123	E							
GIS Coordinator	123	E							
Natural Resources Administrator	123	D							
Parks & Recreation Director	123	D							
Planning Supervisor	123	D							
Project Manager	123	E							
Property Management Supervisor	123	D							

**Position Classification & Pay Plan for Moore County - Effective January 9, 2016**

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Public Health Nurse II	123	E							
Purchasing Manager	123	E							
Senior Building Inspector	123	E							
Social Work Supervisor III	123	D							
Utility Operations Manager	123	D							
Aging Director	124	D	48,848	50,488	52,130	53,770	55,413	57,053	78,992
Assistant Finance Director	124	E							
Child Support Director	124	D							
Deputy Director/Fire Marshal	124	D							
Deputy Sheriff Captain	124	G							
Deputy Tax Administrator	124	D							
Environmental Health Program Specialist	124	E							
GIS Manager	124	E							
Information Technology Applications Manager	124	D							
Information Technology Network Manager	124	D							
Internal Auditor	124	E							
Public Health Nurse III	124	E							
Social Work Program Manager	124	D							
Soil Scientist I	124	E							
Tax Division Leader	124	D							
Director of Elections	125	D	51,290	53,013	54,738	56,459	58,183	59,905	82,940
Environmental Health Supervisor I	125	D							
Deputy Director/EMS	126	D	53,856	55,664	57,474	59,282	61,092	62,900	87,090
Emergency Management Manager	126	D							
EMS Chief	126	D							
Assistant County Attorney	127	E	56,548	58,448	60,346	62,246	64,146	66,045	91,442
Deputy Sheriff Major	127	G							
Chief Deputy	128	G	59,375	61,369	63,363	65,358	67,353	69,348	96,014
County Engineer	128	E							
GIS Director	128	D							
Human Resources Director	128	D							
Information Technology Director	128	D							
Property Management Director	128	E							
Public Health Nurse Director I	128	E							
	129		62,343	64,438	66,533	68,625	70,720	72,816	100,815
Associate County Attorney	130	E	65,461	67,661	69,859	72,057	74,256	76,456	105,856
Physician Extender II	130	E							
Planning Director	130	D							
Public Works Director	130	D							
Deputy County Attorney	131	E	68,733	71,042	73,352	75,661	77,970	80,279	111,148
Chief Finance Officer	132	D	72,170	74,595	77,020	79,444	81,868	84,292	116,707
Health Director	132	D							
Public Safety Director	132	D							
Social Services Director	132	D							
	133		75,779	78,326	80,870	83,415	85,961	88,506	122,543
	134		79,569	82,241	84,915	87,587	90,260	91,921	128,670
Assistant County Manager	135	D	83,546	86,352	89,160	91,966	94,771	97,578	135,103

**Position Classification & Pay Plan for Moore County - Effective January 9, 2016**

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
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Telecommunicators position based on 2080 hours worked yearly									
Telecommunicator Supervisor	200	D	14.42	14.90	15.38	15.88	16.36	16.85	23.32
Telecommunicator	201	G	13.07	13.51	13.96	14.40	14.84	15.28	21.14

*E911 Shift Premium of 75¢ per scheduled work hour for employees working 7pm to 7am.*

EMT/EMS 24 hour positions based on 3328 hours worked yearly									
EMT Basic (24 hour shift)	202	G	9.01	9.31	9.62	9.92	10.22	10.52	14.56
EMT Intermediate (24 hour shift)	203	G	9.93	10.27	10.62	10.94	11.28	11.62	16.06
EMT Paramedic (24 hour shift)	204	G	11.48	11.88	12.25	12.65			18.59
Paramedic First Class (24 hour shift)	205	G					13.04	13.42	18.59
Paramedic Corporal (24 hour shift)	206	G	12.08	12.49	12.89	13.31	13.71	14.11	19.52
EMS Captain (24 hour shift)	207	G	12.68	13.10	13.54	13.96	14.38	14.82	20.50
EMS Major (24 hour shift)	208	D	13.98	14.45	14.93	15.38	15.87	16.32	22.49

EMT/EMS 12 hour positions based on 2080 hours worked yearly									
EMT Basic (12 hour shift)	209	G	14.41	14.90	15.38	15.89	16.35	16.84	23.30
EMT Intermediate (12 hour shift)	210	G	15.91	16.43	19.98	17.49	18.04	18.57	25.72
EMT Paramedic (12 hour shift)	211	G	18.38	19.01	19.61	20.24			29.72
Paramedic First Class (12 hour shift)	212	G					20.88	21.48	29.72

**Position Classification & Pay Plan for Moore County - Effective January 9, 2016**

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
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**Special Non-Salaried Positions**

Elections Worker - rate set by Elections Board	213	A							
Intern-rate set by Department	214	A							
Grant Funded position - Title and rate set by	215								
EMS - Special Operation Team Members	216	A			17.86 per hour				
Recreation - Multiple Referees for Basketball	217	A			15.92 per game				
Recreation - Open/Closing of Facilities	218	A			15.92 per day				
Recreation - Referee for Football	219	A			15.92 per game				
Recreation - Referee for Soccer	220	A			15.92 per game				
Recreation - Scorekeeper	221	A			10.62 per game				
Recreation - Single Referee for Basketball	222	A			21.22 per game				
Recreation - Umpire for Adult Softball	223	A			19.10 per game				
Recreation - Umpire for Coach Pitch	224	A			15.92 per game				
Recreation - Umpire for Jr. League	225	A			31.84 per game				
Recreation - Umpire for Little League	226	A			19.10 per game				
Recreation - Umpire for Tee Ball	227	A			15.92 per game				
Recreation - Umpire for Youth Softball	228	A			19.10 per game				
Recreation - Concession Worker	229	A			7.47 per hour				

**Appointed Officials**

Clerk to the Board	300	D	51,510	x	x	x	x	x	77,369
County Attorney	301	E	77,265	x	x	x	x	x	124,946
County Manager	302	D	104,153	x	x	x	x	x	168,427
Tax Administrator	303	D	59,855	x	x	x	x	x	100,487

**Elected Officials**

Register of Deeds	400	D	60,885	x	x	x	x	x	98,457
Sheriff	401	G	72,114	x	x	x	x	x	122,218

On Call Pay for Non-Exempt Only	Per Day Rate	Per Day Rate	
Monday - Thursday .....	\$10.00	Friday, Saturday and Sunday .....	\$20.00
Departmental policies are in place and must be followed for payment of on-call pay.		County Observed Holiday .....	\$30.00

**Agenda Item:** V. H.  
**Meeting Date:** January 5, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Misty Randall Leland, County Attorney  
**DATE:** December 29, 2015  
**SUBJECT:** Amendment to Settlement Agreement  
**PRESENTER:** Misty Randall Leland, County Attorney

**REQUEST:**

Approve the attached Amendment to the Settlement Agreement with Progressive Contracting Co., Inc.

**BACKGROUND:**

On December 8, 2015, the County entered into a Settlement Agreement with Progressive Contracting Co., Inc. (PCCI). The Settlement Agreement was the result of a dispute over the completion date of the renovations to the Currie Building and the potential for liquidated damages. It was later determined that there was a mathematical error within Payment Application 7, as prepared by the Architectural firm ESPA, that resulted in an underpayment to PCCI in the amount of \$928.15. This error caused an error in the Settlement Agreement with regards to the amount of retainage and the amount owed to PCCI. The attached Amendment corrects this error.

**IMPLEMENTATION PLAN:**

None.

**FINANCIAL IMPACT STATEMENT:**

None.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the attached Amendment to the Settlement Agreement and authorize the Chairman to sign the same.

**SUPPORTING ATTACHMENTS:**

1. Amendment 1 to the Settlement Agreement

COUNTY OF MOORE

THIS AMENDMENT NO. 1 (this "Amendment") is made and entered into the 5th day of January, 2016, by and between the County of Moore, a political subdivision of the State of North Carolina (hereinafter the "County"), and Progressive Contracting Co., Inc., an entity duly incorporated under the Laws of the State of North Carolina (hereinafter "PCCI").

WHEREAS, the County and PCCI entered into a Settlement Agreement on December 8, 2015, which was for the purposes of resolving all issues related to the completion date of renovations to certain County property known as the Currie Building; and

WHEREAS, due to an error in calculation within Payment Application 7, the parties mutually miscalculated the amount owed to PCCI by \$928.15; and

WHEREAS, the parties desire to correct the Settlement Agreement to resolve the miscalculation.

NOW, THEREFORE, for good and valuable consideration, the County and PCCI covenant and agree as follows:

1. Section 2 of the Settlement Agreement will be amended to read, "The parties agree that the retainage for the Project amounts to \$62,601.15. After deducting the contract settlement amount of \$5,600.00, the final amount owed by the County to PCCI under the Contract is \$57,001.15. Furthermore, of the \$1,253,000.00 budgeted for the Project, \$977.00 went unspent and unearned; and"
2. Due to the error the County will make two payments to PCCI. The first payment will be made pursuant to the original Settlement Agreement and will be in the amount of \$56,073.00. The second payment will be made subsequent to the execution of this Amendment and will be in the amount of \$928.15.
3. All other terms and conditions of the Settlement Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the County of Moore and Progressive Contracting Co., Inc., with the intent to be bound under seal, have set forth their signatures and seals upon this Amendment as of the date first written above.

**[SIGNATURES ON PAGES 2 AND 3]**

COUNTY OF MOORE

(Seal)

\_\_\_\_\_  
Nick J. Picerno, Chairman  
Moore County Board of Commissioners

Sworn to and subscribed before me this day by Nick J. Picerno.

- I have personal knowledge of the identity of the principal(s).
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_.
- A credible witness has sworn to the identity of the principal(s).

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

(Official Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed or typed name of Notary Public

My commission expires: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Misty Randall Leland, Attorney for  
County of Moore

PREAUDIT CERTIFICATE

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

\_\_\_\_\_  
Finance Officer

PROGRESSIVE CONTRACTING CO., INC.

(Seal)

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to and subscribed before me this day by \_\_\_\_\_.

- I have personal knowledge of the identity of the principal(s).
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_.
- A credible witness has sworn to the identity of the principal(s).

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

(Official Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed or typed name of Notary Public

My commission expires: \_\_\_\_\_

Approved:

\_\_\_\_\_  
By: \_\_\_\_\_, Attorney for  
Progressive Contracting Co., Inc.

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Debra Ensminger  
Planning & Transportation Director

**DATE:** December 28, 2015

**SUBJECT:** Call to Public Hearing for a Rezoning Request: Residential and Agricultural-40 (RA-40) to Rural Agricultural (RA)

**PRESENTER:** Debra Ensminger

**REQUEST**

This is a request for a Call to Public Hearing on January 19, 2016 for the following request: Pine Valley Solar Farm, LLC is requesting a General Use Rezoning of a portion of ParID 00022606, owned by McDonald Family Farms as identified in Moore County tax records; the overall parcel is approximately 89.44 acres. The request is to rezone approximately 65 acres located south of the Norfolk Southern - Aberdeen Carolina and Western Railroad Right-of-Way and outside of the existing RA-CUD area from Residential and Agricultural-40 (RA-40) to Rural Agricultural (RA). The parcel is located south of NC Highway 211.

**BACKGROUND**

- The central portion of this property (approximately 14.39 acres) was rezoned to RA-CUD (Rural Agricultural – Conditional Use District) on February 18, 2014 for the specific use of sand mining. The northern portion of this property (approximately 6.82 acres) was rezoned on June 4, 2014 to B-2 (Highway Commercial District).
- Access – The proposed rezoning area is currently undeveloped and has access from NC Hwy 211 at the northwest corner of the parcel. A 60’ access easement is located along the northern border of this portion of the property to provide access to the sand mine and other areas of the parcel.
- Adjacent Uses – Adjacent properties comprise of a mixture of zoning districts including RA-40, RA-20, B-2, PUD-H, and Foxfire’s RA (Residential Agriculture) zoning district. Adjacent uses include a proposed solar collector facility (located within Foxfire’s zoning jurisdiction), single family homes, and a sand mine (located within property).
- Utilities – The property is currently served by County Water (with permission by Norfolk Southern - Aberdeen Carolina and Western Railroad). The property is not currently served by County sewer.
- Watershed – The property is located in WS-II-BW Drowning Creek Watershed.
- Wetlands – The property is located within a wetland per the National Wetland Inventory.
- Red Cockaded Woodpecker – The property is located in a RCW District.
- Highway Corridor Overlay District – A small portion of the property is located within the Rural Highway and the Urban-Village Highway Corridor Overlay Districts.
- Voluntary Agricultural District – The property is within one-half mile of a VAD.

**Pine Valley Rezoning – ParID 00022606 – General Use Rezoning – Staff Report**

**IMPLEMENTATION PLAN**

Call for a public hearing on January 19, 2016 at 5:30pm.

**FINANCIAL IMPACT STATEMENT**

No financial impact to the County's FY 2015-2016 budget.

**PLANNING BOARD RECOMMENDATION**

The Planning Board met on December 3, 2015 and recommended approval on a 5-1 vote of the rezoning request.

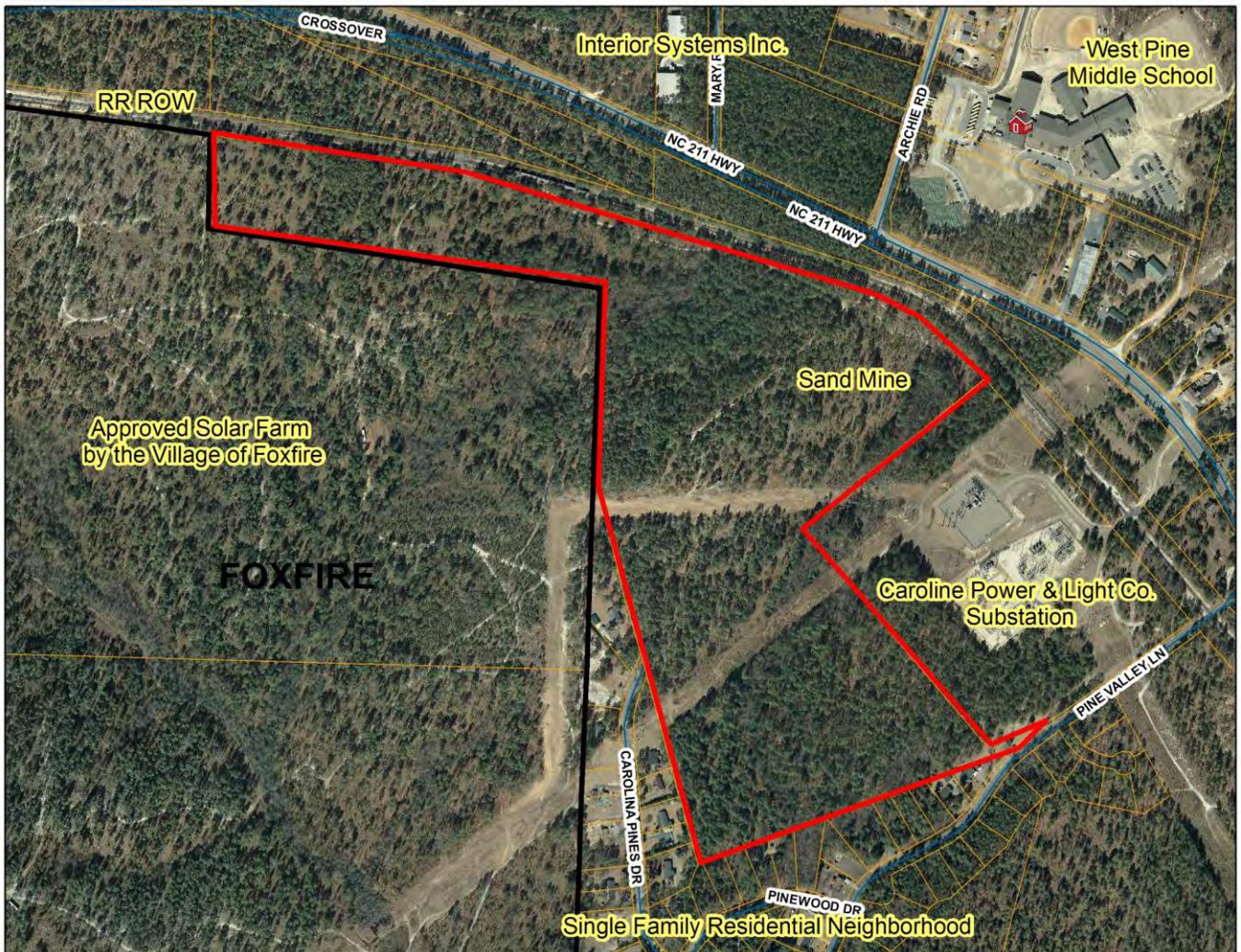
**RECOMMENDATION SUMMARY**

Make a motion to call a public hearing on January 19, 2016 at 5:30pm to solicit public participation relative to a General Use Rezoning of ParID 00022606.

**SUPPORTING ATTACHMENTS**

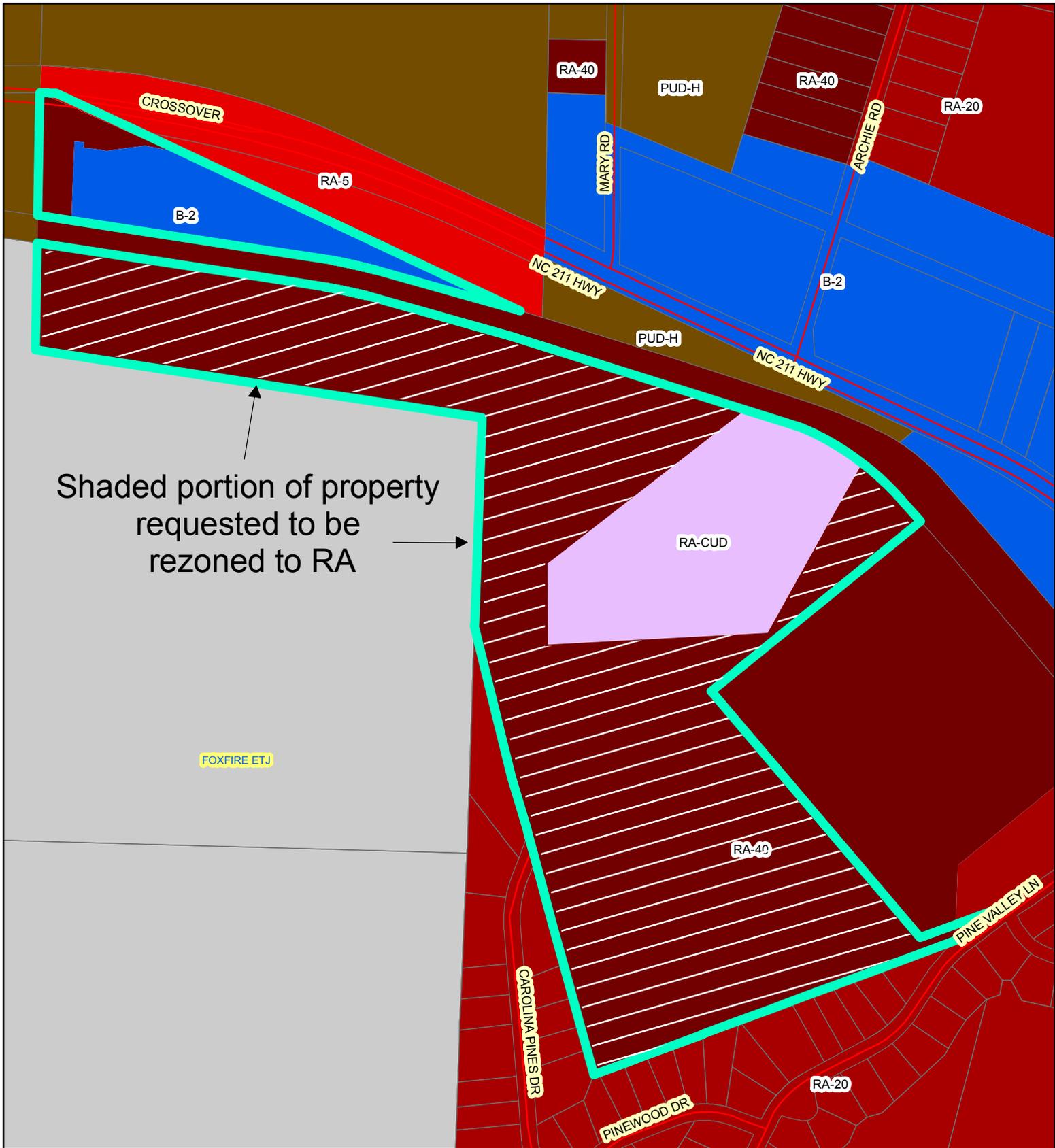
- Land Use Map and Picture of Property
- Rezoning Map

**Land Use Map**



**View of property from NC Hwy 211**





1 inch = 480 feet



Vicinity Map  
 Owner: McDonald Family Farms, LLC  
 General Use Rezoning  
 (App. 65 Acres Portion of Overall Parcel)

ParID 00022606

Legend

B-1	PUD/CUD	RA-40
B-1-CUD	PUD-H	R-MH
B-2	RA	RA-CUD
GC-SL	RA-2	RA-USB
GC-WL	RA-2-CUD	RE
I	RA-5	VB
P-C	RA-20	VB-CUD

Moore County GIS Disclaimer:  
 All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any reuse of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Debra Ensminger  
Planning & Transportation Director

**DATE:** December 28, 2015

**SUBJECT:** Call to Public Hearing for a Rezoning Request: Residential and Agricultural-40 (RA-40) to Residential and Agricultural-20 (RA-20)

**PRESENTER:** Debra Ensminger

**REQUEST**

This is a request for a Call to Public Hearing on January 19, 2016 for the following request: Bob Koontz is requesting a General Use Rezoning of ParID 00031790, owned by Camp Easter Management, LLC as identified in Moore County tax records; the overall parcel is approximately 108 acres. The request is to rezone the entire parcel from Residential and Agricultural-40 (RA-40) to Residential and Agricultural-20 (RA-20). The parcel is located south of Airport Road.

**BACKGROUND**

- A recombination plat was approved in November 12, 2014 to combine an approximate 10 acres located to the south of the parcel.
- Access – The proposed rezoning area is currently undeveloped and has direct access from Airport Road.
- Adjacent Uses – Adjacent properties are zoned RA-40 and Southern Pines Rural Residential (RR) zoning district. Adjacent land uses include single family homes, agricultural, and undeveloped land.
- Utilities – The property is currently served by County Water. The property can be served by County Sewer.
- Watershed – The property is located in WS-III-BW Little River (2) Watershed.
- Fort Bragg Zoning Overlay – The property is located in the FBZO District.
- Voluntary Agricultural District – The property is within one-half mile of a VAD.

**IMPLEMENTATION PLAN**

Call for a public hearing on January 19, 2016 at 5:30pm.

**FINANCIAL IMPACT STATEMENT**

No financial impact to the County's FY 2015-2016 budget.

**PLANNING BOARD RECOMMENDATION**

The Planning Board met on December 3, 2015 and recommended denial on a 3-2 vote of the rezoning request.

**RECOMMENDATION SUMMARY**

Make a motion to call a public hearing on January 19, 2016 at 5:30pm to solicit public participation relative to a General Use Rezoning of ParID 00031790.

**SUPPORTING ATTACHMENTS**

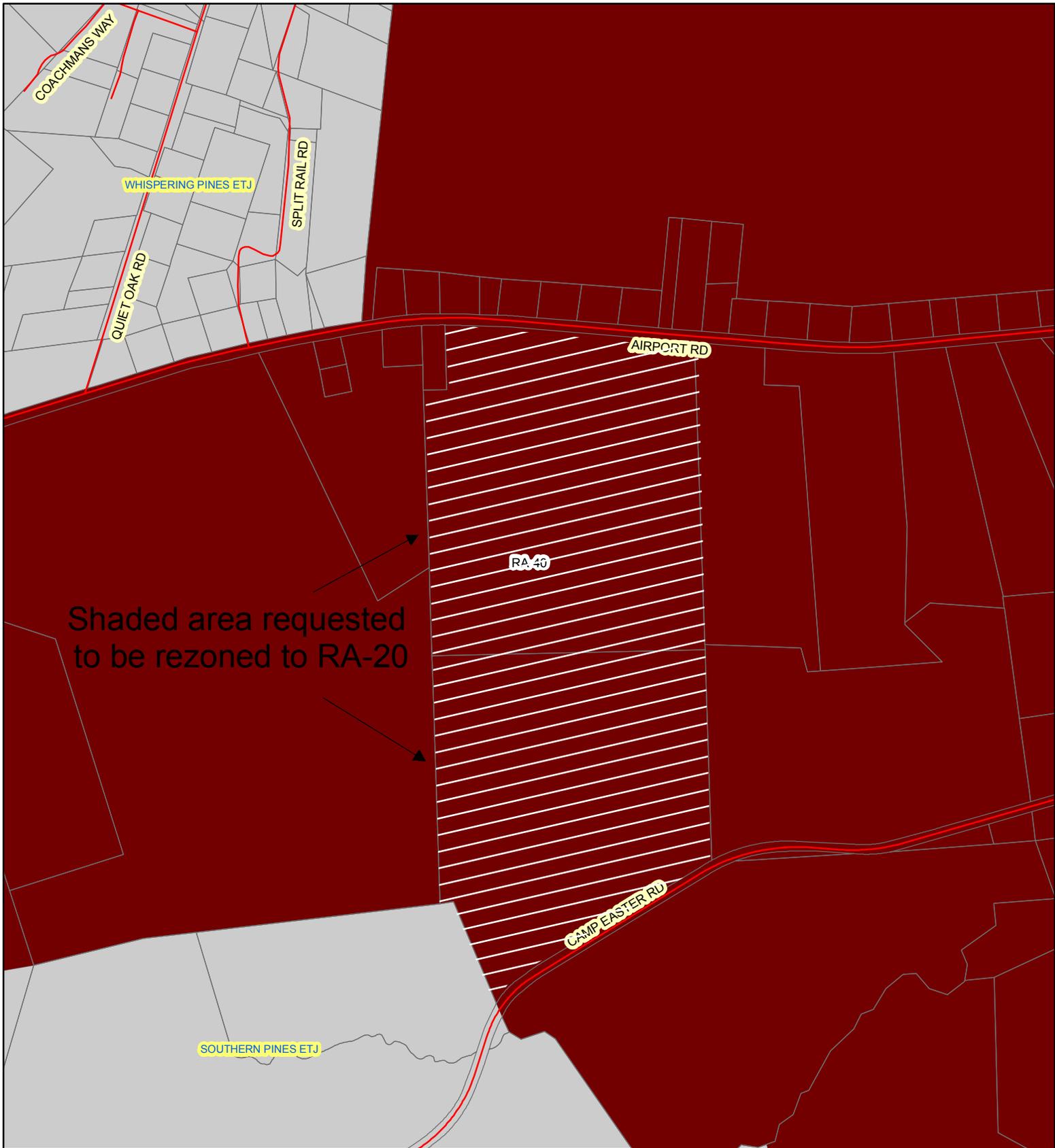
- Land Use Map and Picture of Property
- Rezoning Map

**Land Use Map**



**View of property from Airport Road**





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 Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

# Rezoning Map

## Owner: Camp Easter Management, LLC

### General Use Rezoning

(App. 108 Acres)

ParID 00031790

**Legend**

	B-1		PUD/CUD		RA-40
	B-1-CUD		PUD-H		R-MH
	B-2		RA		RA-CUD
	GC-SL		RA-2		RA-USB
	GC-WL		RA-2-CUD		RE
	I		RA-5		VB
	P-C		RA-20		VB-CUD

**Agenda Item:** VIII. A.  
**Meeting Date:** January 5<sup>th</sup>, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Sheriff Neil Godfrey

**DATE:** December 22, 2015

**SUBJECT:** Governor Crime Commission Grant Proposals

**REQUEST:**

We are requesting that the Board of Commissioners approve the Sheriff's Office applying for two Governor's Crime Commission Grants. There is no match requirement for either grant. If awarded, the funds from both grants will be available in October, 2016. One grant is a Local Law Enforcement Block Grant in the amount of \$24,500.00. If awarded, this grant will be used to purchase law enforcement equipment. The other grant is a Statewide Infrastructure and Technology Improvement Grant in the amount of up to \$200,000.00. This grant will be used to upgrade our Automated Fingerprint Identification System to include access to the North Carolina Fingerprint Data Base. We will also request funds from this grant to replace the security camera and door computers at the Detention Center.

**BACKGROUND:**

The Local Law Enforcement Block Grant will be used to purchase law enforcement equipment.

If awarded, the Statewide Infrastructure and Technology Improvement Grant will be used to upgrade our local data based automated fingerprint identification system and upgrade the camera and security systems at the Detention Center. Our local AFIS System is several years old and needs to be updated. We currently do not have access to the State fingerprint database. The purchase of additional equipment and software will provide us with the access that will enable us to solve additional cases. The computer systems operating the cameras and doors at the Detention Center will be approximately 5 years old when the funds from this grant become available.

**IMPLEMENTATION PLAN:**

With the Board's approval, we will submit both grant applications to the North Carolina Governor's Crime Commission by January 31<sup>st</sup>, 2016.

**FINANCIAL IMPACT STATEMENT:**

If awarded, these grant funds will enable the Sheriff's Office to purchase law enforcement equipment, upgrade our local data based automated fingerprint identification system and upgrade the camera and security systems at the Detention Center.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the Sheriff's Office to apply for both the North Carolina Governor's Crime Commission Local Law Enforcement Block Grant and the Statewide Infrastructure and Technology Improvement Initiative Grant.

**SUPPORTING ATTACHMENTS:**

1. A copy of the North Carolina Governor's Crime Commission Criminal Justice Improvement Committee 2016 Funding Priorities.

## Criminal Justice Improvement Committee 2016 Funding Priorities

### Mission Statement

*The mission of the Criminal Justice Improvement Committee is to encourage proactive and innovative programming and methodologies that improve the criminal justice system. Desired improvements include reducing and discouraging violent crime and associated problems, enhancing all aspects of criminal justice processing to include the incarceration and treatment of offenders and advancing justice system operations.*

- ❖ NO MATCH WILL BE REQUIRED ON ANY PRIORITY.
- ❖ PLEASE TAKE NOTE OF CEILING CAPS FOR EACH PRIORITY. PROPOSALS THAT EXCEED THESE THRESHOLDS WILL NOT BE CONSIDERED FOR FUNDING.
- ❖ VEHICLE PURCHASES OR ANY VEHICLE (ALL-TERRAIN VEHICLE, FOUR WHEELERS, GATORS, AND TRAILERS) THAT REQUIRES NORTH CAROLINA DMV REGISTRATION, ARE NOT ALLOWED.
- ❖ MAINTENANCE OR RENTAL/LEASES ARE NOT ALLOWED.

**\*\*While no match will be required, please note that this will greatly diminish the number of grant awards that can be awarded in the 2016 Funding Cycle. This will make this year's grant solicitation process more competitive than in previous years. Also note that a grantee may apply for the maximum federal amount available in the cap set by the priority and may or may not be awarded the full amount based on committee review and score, discussion, past performance, and availability of federal funds.**

### 1. LOCAL LAW ENFORCEMENT BLOCK GRANTS Federal Funding Maximum - \$ 24,500 – 1 YEAR ONLY

Applications may include BOTH equipment purchases and overtime resources, with a minimum of \$3,000 and a cap of \$24,500 in federal funds per agency.

First priority in the 2016 grant cycle will be given to agencies that did not receive Local Law Enforcement Block Grant funding from GCC in 2015 or that did not receive a direct allocation from BJA under JAG Formula Grant in 2015. To determine your eligibility status, you may check with the GCC point of contact or go the federal web site at: <https://www.bja.gov/Programs/JAG/jag15/15NC.pdf>

Agencies that submit multiple applications under this priority will be automatically disqualified. Overtime resources can be used for specially designated detectives and patrol officers involved in the investigation and disruption of street drug sales, pharmaceutical diversion investigations, gang activities, robbery, and/or homicide.

Among the items may be purchased with these funds: Radios, non-lethal weapons, weapon replacements, audio and video recording equipment for use with interrogations and interviews, cameras for jail, courthouse security apparatus, hardware and software resources for lineups to comply with the statutory lineup identification procedures, and other similar functions relating specific law enforcement activities. **Agencies that are requesting body worn cameras must have a departmental policy on the use of body-worn cameras and a data storage solution plan which must be uploaded into the GEMS system and submitted by the application deadline.**

NOTE: Agencies applying for funds to purchase recording equipment for custodial interrogations must also meet Special Conditions which will stipulate that the agency:

- Will use these funds to purchase recording equipment and related technology for recording custodial interrogation of individuals by law enforcement.
- Has a written policy for recording interrogations of a category(s) of serious crimes determined by the agency. It must conform to best practices including requirements that the entire interrogation is electronically recorded; the recording equipment is positioned to record both suspect and interrogating officer(s); and a system for cataloging and retaining copies of recordings for use in related judicial proceedings.

*Prohibited items include air cards, phone lines, and any other long term contractual services.*

## 2. STATEWIDE TRAINING

Federal Funding Maximum - \$ 150,000/year for one or two years\*\*

The Governor's Crime Commission is seeking proposals for specialized criminal justice training programs that allow for statewide enrollment to encompass the advancement of strategic planning and staff development. Applicants must provide a curriculum prior to award demonstrating how this training will help support criminal justice issues and needs for communities. These projects must meet a need lacking in their own community. ***Applicants who have previously received GCC funding to support these programs will be highly scrutinized as potential award recipients during this cycle.***

Non-Profits that conduct this training must have a statewide impact that meets a criminal justice need; and should have a proven track record of successful criminal justice training of at least one year. Agencies must present a strategic lesson plan with fact-based training targeted for criminal justice providers, which must be uploaded into the GEMS system and submitted within six month of the grant being awarded.

*The Office of Justice Programs released a directive in June 2012 mandating that all trainings follow the same conference guidelines and reporting standards. It may be found at <http://www.ojp.gov/funding/confcost.htm>. Subsistence and lodging expenses should be budgeted at the state per diem as a matter of standard policy whenever possible. Office of Management and Budget guidelines require any exceptions to budgeted per diems cannot exceed the federal per diem rate under any circumstances.*

**\*\* Proposals under this program priority may apply for up to two years of funding only if Personnel are requested. This does not guarantee that these proposals will be recommended for funding as they are received.**

## 3. PRESCRIPTION DRUG PROGRAMS

Federal Funding Maximum - \$ 150,000/year for one or two years\*\*

The Governor's Crime Commission is seeking proposals to address the multiple issues of prescription drug abuse, substance abuse treatment programs, and re-entry programs. This priority is intended to establish programs that will provide education, prevention, intervention and enforcement to intercept and disrupt the illegal use, possession and sale of prescription drugs. This priority will also consider proposals that support substance abuse treatment programs by established providers with an existing track record.

Applicants are being sought to address the premier drug issue among young people today – the abuse and diversion of prescription pharmaceuticals. Application should focus on one of these four areas:

- Prescription Fraud Diversion
- Prevention Education
- Disruption of Open Air Drug Markets that supply prescription based controlled substances.
- Investigations focused on "Doctor shopping," prescription forgery, and straw purchases of prescription drugs.

Non-profit applicants may only conduct prevention education; and must possess a proven track record of at least one year of successful preventive education in the controlled substance abuse field. Their application must include other partners in their community, such as law enforcement, local pharmacists, local doctors, local human service providers, and other community groups to educate the community as a whole and across all disciplines.

Law enforcement applicants must have an educational component in their proposal that encourages pharmacists and doctors to enroll in the statewide prescription reporting system. A strategic lesson plan for fact-based preventive education targeted at prescription drugs must be submitted to the GCC prior to funding.

**\*\* Proposals under this program priority may apply for up to two years of funding only if Personnel are requested. This does not guarantee that these proposals will be recommended for funding as they are received.**

#### **4. JAIL INTERVENTION PROGRAMS**

*Federal Funding Maximum - \$150,000/year for one or two years\*\**

The Governor's Crime Commission is seeking proposals for jail intervention programs that will address the educational and life skill needs of the incarcerated population. This program will be for eligible inmates that wish to obtain their **General Educational Development** degree (GED) and to improve their life skills (interview skills, resume writing, anger management or addiction intervention classes) prior to being released from incarceration. These proposals will require a partnership between the local/regional jail and the local Community College serving the area and/or the local mental health provider. A signed Memorandum of Agreement must be attached with this grant proposal stating the duties and responsibilities of each party. The funding awarded may be used for an education coordinator and must be used on the education component of this program.

**\*\* Proposals under this program priority may apply for up to two years of funding only if Personnel are requested. This does not guarantee that these proposals will be recommended for funding as they are received.**

#### **5. GANG PREVENTION & INTERVENTION**

*Federal Funding Maximum - \$ 200,000/year for one or two years\*\**

The Governor's Crime Commission is seeking proposals for programming to enhance the anti-gang efforts of law enforcement and develop gang prevention and intervention initiatives in North Carolina. Priority consideration will be given to programs engaged in the following:

- Multi-Jurisdictional Programs with multiple law enforcement partners that working with collaborative projects that focus on suppression and intervention.
- Focusing on the influence of international and multi-national drug and gun cartels in local communities.
- Establishing a central position such as Community Resource Coordinator to place gang-involved individuals or those at-risk with viable programs/services within their community
- Improving employment (employability and job opportunities/ placement), education, and housing
- Programs that take a multidisciplinary approach to gang reduction. Suggested collaborative partners include schools, service providers, faith community, law enforcement and community representatives.

Memoranda of Agreement will be required specifying the participants at the federal, state, regional and local levels (i.e. schools, service providers, faith community, law enforcement and community representatives); their roles and responsibilities in multi-jurisdictional and collaborative programs; and a mutually agreed upon structure for executing the objectives of the grant.

**\*\* Proposals under this program priority may apply for up to two years of funding only if Personnel are requested. This does not guarantee that these proposals will be recommended for funding as they are received.**

**6. SPECIALTY DOCKET PROGRAMS:**

*Federal Funding Maximum - \$200,000 /year for one or two years\*\**

**Court Programs**

The Governor's Crime Commission is seeking solicitations to provide federal funding assistance for specialty docket programs. These programs are either to establish new court services or enhanced existing court services, coordination, and offender management and recovery support services. For purposes of this solicitation, an "adult drug court and an adult mental health court" is a court program managed by a multidisciplinary team that responds to the offense and treatment needs of offenders who have either drug addictions, mental health problems, or non-violent offenses.

To be considered for this program, a Memorandum of Understanding must be submitted with the application stating that the Senior Resident Superior Court Judge, the Chief District Court Judge, the District Attorney, the Clerk of Court, and the Sheriff of that county are co applicants on this proposal.

Eligible Drug and Mental Health Court models must include one of the following types: **Adult/Juvenile Drug Courts; Driving While Intoxicated/Driving Under the Influence (DWI/DUI) Courts; Co-Occurring Substance Abuse and Mental Health Courts; Veteran's Treatment Courts; Teen Courts; and Tribal Healing to Wellness Courts.** Court programs that combine or propose to combine the above-referenced drug court models (meeting the requirements of such) with other court programs or dockets are also eligible for funding consideration.

A drug court program logic model that is available from the National Institute of Justice can be used as a template for these programs.

**\*\* Proposals under this program priority may apply for up to two years of funding only if Personnel are requested. This does not guarantee that these proposals will be recommended for funding as they are received.**

**7. STATEWIDE INFRASTRUCTURE AND TECHNOLOGY IMPROVEMENT INITIATIVE**

*Federal Funding Maximums - Local Governments \$200,000 / per year for one or two years and State Agencies \$ 400,000 /per year for one or two year.\*\**

The Governor's Crime Commission is seeking proposals for programming that will support technology initiatives and investigative techniques to enhance the readiness and effectiveness of a department's day-to-day operation using technology resources to ensure a safe working operation for its employees and clients and to make sure that all North Carolina data integration projects are interoperable.

All state and local justice integration projects must leverage existing regional or state-controlled databases, but may not conflict with or attempt to duplicate CAPTURES or CJLEADS. All such projects must meet the criteria and protocol established by the aforementioned data integration projects. Stand-alone system will not qualify.

*UCR Non-Compliance - First priority will be given to agencies currently not reporting UCR data to support data reporting at the incident level. Funds may purchase hardware, communications and required software licenses to support a web-based record management system OR to fund hardware and communications to submit crime data directly to CAPTURES. [Click here view table of agencies not reporting UCR.](#)*

**\*\* Proposals under this program priority may apply for up to two years of funding only if Personnel are requested. This does not guarantee that these proposals will be recommended for funding as they are received.**

*\*\* The Criminal Justice Improvement Committee will work more closely with state agencies in addressing their needs during the 2016 Funding Cycle. The Criminal Justice Improvement Committee will make efforts to work with the three large state agencies, the Administrative Office of the Courts, the Department of Justice, and the Department of Public Safety to determine how to appropriate the percentage of the total JAG allocation that is established for State Agencies. The Criminal Justice Improvement Committee will work with the Chief Executive Officers of those three agencies in order to determine the highest priority for those agencies.*

#### **8. STATEWIDE BACKLOG INITIATIVE**

Federal Funding Maximums - Local Governments \$250,000/ per year for one or two years and State Agencies \$500,000 /per year for one or two year.\*\*

The Governor's Crime Commission is seeking a proposal from the North Carolina Department of Justice (State Agency) to assist the North Carolina Crime Lab in alleviating the backlog of cases that are currently being housed. This project will allow the NC DOJ to explore other options to alleviate the backlog concerns, including working with other governmental facilities or private lab providers.

This priority will also seek proposals from local law enforcement agencies to help alleviate the backlog that may be impeding many of their cases from being process and resolved. Funding from this initiative could be used to either allow the local law enforcement agency to contract out this service for private chemical analysis (DNA, Drugs, Alcohol) and/or to contract out with existing governmental agencies that provide lab services. A Memorandum of Understanding must be submitted between the local law enforcement agency and the local district attorney to ensure that both sides are in agreement with this service.

#### **2016 GRANT ELIGIBILITY REQUIREMENTS, RESTRICTIONS, AND LIMITATIONS**

No application or proposal is guaranteed an award at any time during the grant review or recommendation process. Funding is subject entirely to the availability of federal funds and the priority placement of grants within a competitive process. Applicants must meet all eligibility requirements, restrictions, and limitations. Please review them carefully before submitting the application:

#### **EQUAL TREATMENT REGULATIONS**

All organizations receiving financial assistance from the U.S. Department of Justice are bound by the Equal Treatment Regulations codified at 28 C.F.R. pt. 38. With limited exceptions, these regulations prohibit the inclusion of inherently religious activities (such as worship, religious instruction, or proselytization) in the specific programs or services that are being funded.

A religious organization that participates in the funded programs or services will retain its independence from Federal, State, and local governments and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, though it must not use funding to support any inherently religious activity. In providing services, funded organizations shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

#### **NON-PROFIT GRANTEES**

While highly recommended that first-time non-profit applicants apply through a local unit of government, they may receive direct funding under this program description provided they present at the time of application a good sound proposal with outcomes and a sustainability plan.

A preliminary site-visit assessment by GCC is required of any new applicant (or previous applicant at the discretion of the GCC management) prior to the application being considered for funding

All Non-Profits must provide:

- Grantee Website URL
- Brief Grantee Description – NO MORE than 500 characters (does include spaces), and
- Verification of their Non-Profit Status at the time of submitting their application (such as a current 501(C)(3) certification and a valid federal tax identification number)

**SUSTAINABILITY** (Not Required for Equipment-Only Grants)

All applicants must submit viable and detailed long-term sustainability plans to secure funding for program continuation after the end of the grant period. A sustainability plan does not include further GCC funding. Repeated applications from a single program may require the grantee to present their case for continued funding before the Executive Committee of the Governor's Crime Commission. Criminal Justice Improvement grant funds are intended to be seed money not a long-term commitment.

**IMPORTANT NOTICE FOR ALL GRANTEES!!**  
**THE FOLLOWING MUST BE COMPLETED BEFORE APPLYING FOR A GRANT**  
**THROUGH THE GOVERNOR'S CRIME COMMISSION!!**

- ❖ The DUNS and CCR numbers have been integrated into a new central registry named System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov)

If you previously had a DUNS or CCR number, please be sure your information is up to date; the SAM registration must be updated annually.

- ❖ **NCID:** The Governor's Crime Commission has implemented a new grants management system that makes it necessary for applicants to register with the North Carolina Identity Management Service (NCID) at <http://gems.ncdps.gov/Pages/Default.aspx>. Applicants will be unable to access the online application without a valid NCID user ID and password.
- ❖ Please download the **GEMS Grant Application User Guide for Criminal Justice Improvement and Juvenile Justice Projects** found on the Grant Enterprise Management System (GEMS) homepage to assist with the preparation and submission of the grant application.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Terri Prots, Aging Director

**DATE:** December 15, 2015

**SUBJECT:** Revision of DAAS 732 Provider Services Summary

**PRESENTER:** Terri Prots, Aging Director

**REQUEST:** Accept revision of DAAS 732 Provider Services Summary due to an increase in Home and Community Care Block Grant funds totaling \$13,166. These funds will be allocated to Congregate and Home Delivered Meal (Nutrition) programs.

**BACKGROUND:** An email from Joan Pellettier, Director of the Triangle J Area Agency on Aging notified each county about the increase approved by the NC General Assembly.

**IMPLEMENTATION PLAN:**  
None. Services will continue as usual.

**FINANCIAL IMPACT STATEMENT:**  
None. Additional matching dollars already exist in Aging's FY 16 budget.

**RECOMMENDATION SUMMARY:**

Make a motion to... Accept the revision of DAAS 732 which increases Home and Community Care Block Grant funds by \$13,166 for a total of \$723,328.

**SUPPORTING ATTACHMENTS:**  
DAAS 732 County Funding Plan/Provider Services Summary  
Notification email from Joan Pellettier, Director, Triangle J Area Agency on Aging

NAME AND ADDRESS  
 COMMUNITY SERVICE PROVIDER  
 Moore County Dept. of Aging  
 P.O. Box 487  
 Carthage, NC 28326

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DOA-732 (Rev. 2/06)  
 County            Moore  
 July 1, 2015 through June 30, 2016  
 REVISION #1 , DATE :12/15/15

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	USDA	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units
Med. Trans.		x	93358			//////////	10373	103731		103731	3852	26.9291	120	3931
Gen. Trans.		x	128155			//////////	14239	142394		142394	5952	23.9237	50	6675
In Home I (x				165358		//////////	18373	183731		183731	4394	41.8141	100	5600
In Home II (x				194062		//////////	21562	215624		215624	4901	43.9959	60	6200
HDM	x				53538	//////////	5949	59487	12723.75	72210.75	11699	5.0846	120	16965
Congregate	x				78027	//////////	8670	86697	6450	93147	7241	11.9727	85	8600
Senior Center Ops.					10830	//////////	1203	12033		12033	100		100	100
						//////////	0	0		0				
						//////////	0	0		0				
<b>Total</b>	////////	////////	221513	359420	142395	723328	80369	803697	19173.75	822870.75	38139.677	//////////	635	48071

\*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care	_____	_____
Transportation	_____	_____
Administrative	_____	_____
Net Ser. Cost Total	_____	_____

Certification of required minimum local match availability.  
 Required local match will be expended simultaneously  
 with Block Grant Funding.

Authorized Signature, Title \_\_\_\_\_ Date \_\_\_\_\_  
 Community Service Provider

Signature, County Finance Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Signature, Chairman, Board of Commissioners \_\_\_\_\_ Date \_\_\_\_\_

## Prots, Terri

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**From:** Joan Pellettier <jpellettier@tjcog.org>  
**Sent:** Monday, October 19, 2015 12:31 PM  
**To:** Dennis Streets (dennis.streets@chathamcouncilonaging.org); Sadie McLaurin (sadie.mclaurin@chathamcouncilonaging.org); Bob Wallace (rwallace@dconc.gov); Tammie Tate (ttate@dconc.gov); Cathy Stallcup (cstallcup@dcsInc.org); Tonya Johnson (tjohnson@dcsInc.org); Neal Davis (neal@cssjohnston.org); Melba Sutton (melba@cssjohnston.org); Tina Corbett (tina.corbett@johnstonnc.com); Debbie Davidson (debbie.davidson@leecountync.gov); Melanie Rodgers (melanie.rodgers@leecountync.gov); Prots, Terri; Janice Tyler (jtyler@orangecountync.gov); Kathie Kearns (Kkearns@orangecountync.gov); Nancy Coston (ncoston@orangecountync.gov); albaldwin@orangecountync.gov; bynum@orangecountync.gov; Kristen Brannock (kristenb@rfsnc.org); Lucy Brickley (lucyb@rfsnc.org); Alan Winstead (alan@wakemow.org)  
**Cc:** Mary Warren; Joan Pellettier  
**Subject:** Revised FY 16 HCCBG Allocations  
**Attachments:** HCCBG-731.xls; HCCBG-732.xls

**Importance:** High

All-  
Below you will find your new HCCBG allocations, which reflect the recent increase approved by the NC General Assembly. For those of you who share funds within a county, please, as usual, work cooperatively to distribute the increase. I will need you to submit new DOA 732 (and 731 if more than one HCCBG provider in the County) Forms (attached). They will need to be signed by the County Finance Officer and Chair of the County Commission, as the increased funding necessitates confirmation of the availability of additional match and most of you use county funds for that purpose. Please let me know if you need further information.  
Joan

### FY 16 Allocations Revised 10.15

	Initial Federal/State Allocation	10.15 Increase	New Allocation
Chatham	525,451	9,704	535,155
Durham	1,127,033	20,545	1,147,578
Johnston	864,114	16,300	880,414
Lee	354,929	6,426	361,355
Moore	710,162	13,166	723,328
Orange	553,104	10,188	563,292
Wake	2,875,430	54,282	2,929,712
	<b>7,010,223</b>	<b>130,611</b>	<b>7,140,834</b>

Joan M. Pellettier  
Director, Area Agency on Aging  
Triangle J Council of Governments  
4307 Emperor Blvd., Suite 110, Durham, NC 27703  
(o) 919-558-9398 / (f) 919-549-9390

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Randy Gould, Public Works Director

**DATE:** December 22, 2015

**SUBJECT:** Amendment #1 – Chatham County Water Purchase Agreement

**PRESENTER:** Randy Gould, PE

**REQUEST:**

Approve amendment #1 to the water purchase agreement with Chatham County and authorize the Chairman to sign.

**BACKGROUND:**

Chatham County and Moore County previously entered into an agreement dated March 16, 2009, for the purpose of Chatham County selling water to Moore County. Section 12 of the Original Agreement provided that it would continue for period of five years until March 15, 2014, at which time it could be renewed by Moore County for up to three additional five year periods “by [Moore County] giving Chatham County notice not later than 120 days prior to the applicable expiration date;”. Moore County did not provide timely notice but Chatham has nevertheless continued to supply water to Moore County, and the parties have agreed to amend the Original Agreement to provide for automatic renewals. Both Moore and Chatham Counties also desire to clarify that the water delivered at the point of delivery shall meet the applicable water purity standards of the North Carolina Department of Environmental Quality, not the Division of Environmental Health.

**IMPLEMENTATION PLAN:**

Approve amendment to continue water purchase from Chatham County.

**FINANCIAL IMPACT STATEMENT:**

Moore County pays \$7.00/thousand gallons.

**RECOMMENDATION SUMMARY:**

Make a motion to approve amendment #1 to the water purchase agreement with Chatham County and authorize the Chairman to sign.

**SUPPORTING ATTACHMENTS:**

Contract Amendment #1

COUNTY OF CHAHAM

**THIS CONTRACT AMENDMENT NO. 1** (this “Amendment”), is made and entered into this the \_\_\_\_ day of January, 2016, by and between the County of Moore, a body politic and corporate of the State of North Carolina (“Moore County”), and the County of Chatham, also a body politic and corporate of the State of North Carolina (“Chatham County”).

**WITNESSETH:**

**WHEREAS**, Chatham County and Moore County previously entered into an agreement dated March 16, 2009, which was for the purpose of Chatham County selling water to Moore County (the “Original Agreement”); and

**WHEREAS**, Section 12 of the Original Agreement provided that the Original Agreement would continue for period of five years until March 15, 2014, at which time it could be renewed by Moore County for up to three additional five year periods “by [Moore County] giving Chatham County notice not later than 120 days prior to the applicable expiration date;” and

**WHEREAS**, Moore County did not provide timely notice, but Chatham has nevertheless continued to supply water to Moore County, and the parties have agreed to amend the Original Agreement to provide for automatic renewals; and

**WHEREAS**, the parties also desire to clarify that the water delivered at the point of delivery shall meet the applicable water purity standards of the North Carolina Department of Environmental Quality, not the Division of Environmental Health.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties mutually agree as follows:

1. Chatham County agrees to accept Moore County’s delayed notice to extend the term of the Original Agreement, which will retroactively place the parties in the first of three additional five year periods commencing March 16, 2014 and ending March 15, 2019.
2. Section 12 will be amended to read:

Unless sooner terminated as herein provided, this Agreement shall continue in full force and effect from the date hereof until March 15, 2019. This Agreement shall be automatically renewed for two additional five year periods.

This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This

termination notice period will begin upon receipt of the notice of termination and end on the effective date of termination. Such a termination does not bar either party from pursuing a claim for damages arising out of a breach of this Agreement occurring prior to the effective date of termination.

This Agreement may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Agreement and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Agreement, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

3. Any reference to “the North Carolina Division of Environmental Health” will be amended to read “the North Carolina Department of Environmental Quality.”
4. Except as otherwise provided in this Amendment, the Original Agreement will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed, attested by their respective clerks, and their seals affixed, all by authority of their governing boards, first duly given. This Amendment is effective as of the date first written above.

**[SIGNATURES ON THE FOLLOWING PAGE].**

(SEAL)

**ATTEST:**

**COUNTY OF CHATHAM**

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By: Lindsay K. Ray  
Clerk to the Board

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By: Renee F. Paschal  
Chatham County Manager

(SEAL)

**ATTEST:**

**COUNTY OF MOORE**

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Laura M. Williams  
Clerk to the Board

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Nick J. Picerno, Chairman  
Moore County Board of Commissioners

**PREAUDIT CERTIFICATE (CHATHAM)**

**PREAUDIT CERTIFICATE (MOORE)**

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

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

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Finance Officer

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Finance Officer

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM: Randy Gould, Public Works Director**

**DATE: December 23, 2015**

**SUBJECT: Revisions to Fee Schedule**

**PRESENTER: Randy Gould, PE**

**REQUEST:**

Approve revisions to the fee schedule to include the developer discounted tap fees for meters 2” and larger effective immediately.

**BACKGROUND:**

The proposed revisions include offering a discounted tap fee for water and sewer for taps installed entirely by the developer. With previous Board approval, the tap fees were reduced by \$500 for ¾” and 1” taps only. The proposed discount is \$500 each all water and sewer taps. MCPW’s responsibility would include only setting and activating the meter for the water tap. If approved, the additional items below in bold would be added to the fee schedule.

<b>Water (Domestic &amp; Irrigation) Tap Fees</b>	
Water Fee - 2 inch meter	\$4,060
<b>Developer water tap fee - 2 inch meter</b>	<b>\$3,560</b>
Water Fee - 3 inch meter	\$4,515
<b>Developer water tap fee - 3 inch meter</b>	<b>\$4,015</b>
Water Fee - 4 inch meter	\$7,335
<b>Developer water tap fee - 4 inch meter</b>	<b>\$6,835</b>
Water Fee - 6 inch meter	\$8,915
<b>Developer water tap fee - 6 inch meter</b>	<b>\$8,415</b>
Water Fee - 8 inch meter	\$12,300
<b>Developer water tap fee - 8 inch meter</b>	<b>\$11,800</b>
Irrigation Fee - 3/4 inch meter	\$1,950
<b>Developer irrigation tap fee - 3/4 inch meter</b>	<b>\$1,450</b>
Irrigation Fee - 1 inch meter	\$2,075
<b>Developer irrigation tap fee - 1 inch meter</b>	<b>\$1,575</b>
Irrigation Fee - 2 inch meter	\$4,060
<b>Developer irrigation tap fee - 2 inch meter</b>	<b>\$3,560</b>
Irrigation Fee - 3 inch meter	\$4,515
<b>Developer irrigation tap fee - 3 inch meter</b>	<b>\$4,015</b>
Irrigation Fee - 4 inch meter	\$7,335
<b>Developer irrigation tap fee - 4 inch meter</b>	<b>\$6,835</b>
Irrigation Fee - 6 inch meter	\$8,915
<b>Developer irrigation tap fee - 6 inch meter</b>	<b>\$8,145</b>

Irrigation Fee - 8 inch meter	\$11,800
<b>Developer irrigation tap fee - 8 inch meter</b>	<b>\$11,300</b>
Sewer Tap Fees	
Sewer Fee - 2 inch meter	\$4,800
<b>Developer Sewer Fee - 2 inch meter</b>	<b>\$4,300</b>
Sewer Fee - 3 inch meter	\$5,300
<b>Developer Sewer Fee - 3 inch meter</b>	<b>\$4,800</b>
Sewer Fee - 4 inch meter	\$8,600
<b>Developer Sewer Fee - 4 inch meter</b>	<b>\$8,100</b>
Sewer Fee - 6 inch meter	\$10,500
<b>Developer Sewer Fee - 6 inch meter</b>	<b>\$10,000</b>
Sewer Fee - 8 inch meter	\$14,500
<b>Developer Sewer Fee - 8 inch meter</b>	<b>\$14,000</b>

**IMPLEMENTATION PLAN:**

Approve the fee schedule revisions and begin implementation.

**FINANCIAL IMPACT STATEMENT:**

The tap fees for water and sewer are proposed to be reduced by \$500 each.

**RECOMMENDATION SUMMARY:**

Make a motion to approve revisions to the fee schedule to include the developer discounted tap fees for meters 2” and larger effective immediately.

**SUPPORTING ATTACHMENTS:**

Proposed Fee Schedule Revisions

## Fee Schedule

### Public Works - Public Utilities Division

**Mission:** The mission of the Public Utilities Division of Public Works is to preserve and enhance the quality of life in Moore County by providing an adequate supply of safe water to all customers; and to provide environmentally sound collection services for those communities connected to the County's sewer collection systems.

Fee Schedule - Item	FY15/16 Fee Amount
<b>Sewer Tap Fees</b>	
Sewer Fee - 3/4 inch meter	
Developer Sewer Fee - 3/4 inch meter	\$1,800
Sewer Fee - 1 inch meter	\$2,300
Developer Sewer Fee - 1 inch meter	\$1,800
Sewer Fee - 2 inch meter	\$4,800
Developer Sewer Fee - 2 inch meter	\$4,300
Sewer Fee - 3 inch meter	\$5,300
Developer Sewer Fee - 3 inch meter	\$4,800
Sewer Fee - 4 inch meter	\$8,600
Developer Sewer Fee - 4 inch meter	\$8,100
Sewer Fee - 6 inch meter	\$10,500
Developer Sewer Fee - 6 inch meter	\$10,000
Sewer Fee - 8 inch meter	\$14,500
Developer Sewer Fee - 8 inch meter	\$14,000
Fire Main Tap - all sizes	Cost
<b>Bulk Water Charge</b>	
Monthly Base Charge	\$ 138.20
Charge per 1000 gallons updated 7/1/14 remove (0-40,000 gallons)	\$ 5.70
Charge per 1000 gallons (40,001 and greater) bill all usage at same tier	From \$4.80 to \$5.70
<b>Service Charge (to establish account - new and transfers)</b>	\$ 25.00
<b>Meter Verification Request</b>	\$ 35.00
<b>Returned Check Fee</b>	\$ 25.00
<b>Late Fee (applied to any balance \$5.00 or greater)</b>	\$ 5.00
<b>Water Adjustment Charge (Per 1,000 gallons)</b>	\$ 3.05
<b>Sewer Adjustment Charge (Per 1,000 gallons)</b>	\$ 4.25
<b>Fire Protection Fees (private - based on size of connection)</b>	
4 inch	\$9.00 per quarter
6 inch	\$13.65 per quarter
8 inch	\$19.25 per quarter
<b>Water Theft Charges</b>	
Based upon illegal usage to include the following base charges: per Commodity charges	
3/4 inch meter	\$30.00
1 inch meter	\$50.00
1.5 inch meter	\$70.00
2 inch meter	\$90.00
3 inch meter	\$110.00
4 inch meter	\$130.00
6 inch meter	\$200.00

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Debra Ensminger, Moore County Planning and Community Development  
Bryan Phillips, Moore County Public Safety

**DATE:** December 16, 2015

**SUBJECT:** Regional Hazard Mitigation Plan Resolution to Adopt

**REQUEST:**

Resolution to Adopt the Cape Fear Regional Hazard Mitigation Plan.

**BACKGROUND:**

As a result of the Disaster Mitigation Act of 2000 and NC Senate Bill 300 each local government including counties, cities, towns, and villages are required to have an approved Hazard Mitigation Plan in order to apply for hazard mitigation funding. The types of plans throughout North Carolina vary from multi-jurisdictional plans, town plans, city plans, and some village plans. North Carolina has approximately 180 hazard mitigation plans that must be updated every five years.

The counties of Moore, Chatham, Lee, Harnett, Johnston and their incorporated jurisdictions have developed a regional hazard mitigation plan with the assistance of a contractor. Moore County agreed to act as the lead jurisdiction in this process which primarily entailed managing the finances of the grant award. This plan incorporates five (5) multi-jurisdictional hazard mitigation plans into one (1) regional plan.

**IMPLEMENTATION PLAN:**

Receive Moore County Board of Commissioners adoption in conjunction with each of the eleven municipal Board's approval and submit the final documentation to North Carolina Emergency Management and FEMA prior to the December 31, 2016 deadline.

**FINANCIAL IMPACT STATEMENT:**

Grant funds allowed us to update / renew our plan with no local funds.

**RECOMMENDATION SUMMARY:**

Resolution to Adopt the Cape Fear Regional Hazard Mitigation Plan.

**SUPPORTING ATTACHMENTS:**

Sample Adoption Resolution

Link to the plan: <https://atkins.box.com/s/b83hxmuzxc96h4onwe0j8rqtnd8mxx6l>

Cape Fear Regional, NC INTERIM MJ Plan Review Tool

## LOCAL MITIGATION PLAN REVIEW TOOL

The *Local Mitigation Plan Review Tool* demonstrates how the Local Mitigation Plan meets the regulation in 44 CFR §201.6 and offers States and FEMA Mitigation Planners an opportunity to provide feedback to the community.

- The Regulation Checklist provides a summary of FEMA’s evaluation of whether the Plan has addressed all requirements.
- The Plan Assessment identifies the plan’s strengths as well as documents areas for future improvement.
- The Multi-jurisdiction Summary Sheet is an optional worksheet that can be used to document how each jurisdiction met the requirements of the each Element of the Plan (Planning Process; Hazard Identification and Risk Assessment; Mitigation Strategy; Plan Review, Evaluation, and Implementation; and Plan Adoption).

The FEMA Mitigation Planner must reference this *Local Mitigation Plan Review Guide* when completing the *Local Mitigation Plan Review Tool*.

<b>Jurisdiction:</b> Cape Fear Region (Chatham, Harnett, Johnston, Lee, and Moore Counties)	<b>Title of Plan:</b> Cape Fear Regional Hazard Mitigation Plan	<b>Date of Plan:</b> January 2015
<b>Local Point of Contact:</b> D. Scot Brooks	<b>Address:</b> 302 South McNeill St Carthage, NC 28327	<b>E-Mail:</b> sbrooks@moorecountync.gov
<b>Title:</b> Deputy Director of Public Safety		
<b>Agency:</b> Moore County Public Safety		
<b>Phone Number:</b> 910-947-6317 x4353		

<b>State Reviewer:</b> QUINN WOOLARD	<b>Title:</b> MITIGATION PLANNER	<b>Date:</b> 09 JUN 2015

<b>FEMA Reviewer:</b> Lillian Huffman	<b>Title:</b> Program analyst	<b>Date:</b> November 12, 2015 (Revisions reviewed 12/9/15)
Linda L. Byers (QC)	RIV Sr. Lead Planning Specialist	November 25, 2015
<b>Date Received in FEMA Region IV</b>	<b>June 30, 2015</b>	
<b>Plan Not Approved</b>	November 25, 2015	
<b>Plan Approvable Pending Adoption</b>	December 9, 2015	
<b>Plan Approved</b>		

**SECTION 1:  
REGULATION CHECKLIST**

**INSTRUCTIONS:** The Regulation Checklist must be completed by FEMA. The purpose of the Checklist is to identify the location of relevant or applicable content in the Plan by Element/sub-element and to determine if each requirement has been 'Met' or 'Not Met.' The 'Required Revisions' summary at the bottom of each Element must be completed by FEMA to provide a clear explanation of the revisions that are required for plan approval. Required revisions must be explained for each plan sub-element that is 'Not Met.' Sub-elements should be referenced in each summary by using the appropriate numbers (A1, B3, etc.), where applicable. Requirements for each Element and sub-element are described in detail in this *Plan Review Guide* in Section 4, Regulation Checklist.

<b>1. REGULATION CHECKLIST</b>		<b>Location in Plan</b> (section and/or page number)	<b>Met</b>	<b>Not Met</b>
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>				
<b>ELEMENT A. PLANNING PROCESS</b>				
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))	Section 1.3; Section 2; App. D  <b>Pages 8:2-8:3</b>	<b>X</b>		
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))	Section 2.4-2.7; App. D  <b>Pages 2:6-2:7</b>	<b>X</b>		
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))	Section 2.6-2.7; App. B; App. D  <b>Pages 2:16</b>	<b>X</b>		
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))	Section 7.3; Jurisdiction-specific annexes (X.4)  <b>Pages 4:7-4:23, 7:3</b>	<b>X</b>		
A5. Is there discussion of how the community (ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))	Section 10.4  <b>Page 9:31, 9:38, 9:108, 10:7</b>	<b>X</b>		
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))	Section 10.3  <b>Pages 10:4-10:5</b>	<b>X</b>		
<b>ELEMENT A: REQUIRED REVISIONS</b>				
<b>ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT</b>				

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>				
B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))	Section 4; Section 5; Jurisdiction-specific annexes (X.2)		X	
	<b>Pages 2:11-2:13, 4:8-4:23, 5:4-5:73</b>			
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))	Section 5; Jurisdiction-specific annexes (X.2)		X	
	<b>Pages 2:11-2:13, 4:8-4:23, 5:5-5:73</b>			
B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))	Section 5; Section 6; Jurisdiction-specific annexes (X.2 and X.3)		X	
	<b>Pages 5:5-5:73, 6:15-6:70</b>			
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))	Section 5.15.5; Jurisdiction-specific annexes (X.2.13)		X	
	<b>Pp. 5:52-5:53</b>			
<b>ELEMENT B: REQUIRED REVISIONS</b>				
<p><b>Element B1 – Flooding Extent:</b> Element B1 requires that the Plan include a description of the type, location, and <b>extent</b> of all natural hazards that can affect <b>each</b> jurisdiction. The Local Mitigation Plan Review Guide (page 19) clarifies that extent means the strength or magnitude of the hazard.</p> <ul style="list-style-type: none"> <li><b>Flooding Extent:</b> Flooding extent was provided for each jurisdiction using nearby stream gauges. However the maximum stream gauge height was provided without any reference to what height was normal and what height indicates flood stage. <b>Required revisions: provide information to clarify the magnitude of flooding that the provided gauge heights represent.</b> Local newspapers, National Climatic Data Center event details, FEMA Flood Insurance Studies, or local officials and citizens can also be consulted about the depth of past flooding events to meet the extent requirement.</li> </ul> <p><i>(For additional information, please see the “Local Mitigation Plan Review Guide”, Element B, Hazard Identification and Risk Assessment, dated October 1, 2011, Pages 19-20 and Tasks 5 of the Local Mitigation Plan Handbook dated March 2013, page 5.3)</i></p> <p><b>Element B1 – Flood Extent: “Gage height” was re-worded to “crest height”.</b> The stream gages measure the crest height of the respective river at that particular point. In general conversation gage height is interchangeable with crest height per several Professional Engineers who specialize in Hydrology. <b>Revisions may be found on pages 5:68 – 5:70 of the Cape Fear Regional Hazard Mitigation Plan.</b></p> <p><b>Revisions Received:</b> The Cape Fear Regional Hazard Mitigation Plan has been updated to clarify the magnitude/extent of flooding indicated by the provided river gauge heights. <b><u>This Element is now met.</u></b></p>				
<b>ELEMENT C. MITIGATION STRATEGY</b>				

<b>1. REGULATION CHECKLIST</b>		<b>Location in Plan</b> (section and/or page number)	<b>Met</b>	<b>Not Met</b>
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>				
C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))	Section 7; Jurisdiction-specific annexes (X.4)	<b>X</b>		
	<b>Pages 7:1-7:18</b>			
C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))	Section 5.15.4; Section 7.3.4; Jurisdiction-specific annexes (X.2.13 and X.4.1)	<b>X</b>		
	<b>Pages 5:51-5:52; 7:9-7:10 and Section 9 pages: 6,16-17, 24, 36, 39, 42, 44, 47, 49, 53, 57, 61, 63-64, 66, 70, 73, 75, 77, 78, 83, 88, 93, 95-97, 100, 117, 139, 160, 181, 202, 223, 246, 267, 288, 309, 330</b>			
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))	Section 8.2; Jurisdiction-specific annexes (X.5.1)	<b>X</b>		
	<b>Pages 8:3-8:4</b>			
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))	Section 8.3-8.4; Section 9.2; Jurisdiction-specific annexes (X.5.2)	<b>X</b>		
	<b>Pages 9:4-9:346</b>			
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))	Section 8.1.1; Section 9.2; Jurisdiction-specific annexes (X.5.2)	<b>X</b>		
	<b>Pages 8:2-3, 9:4-9:346, 10:3-10:4</b>			
C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))	Section 7.3.1 (Table 7.1); Section 10.1-10.2; Jurisdiction-specific annexes (X.4.1)	<b>X</b>		
	<b>Pages 10:3-10:4</b>			

# 1. REGULATION CHECKLIST

Regulation (44 CFR 201.6 Local Mitigation Plans)

Location in Plan  
(section and/or  
page number)

Met

Not  
Met

## ELEMENT C: REQUIRED REVISIONS

**Element C4 – Mitigation Actions:** Element C4 requires that each jurisdiction participating in the plan must have mitigation actions specific to that jurisdiction. The towns of Goldston and Pittsboro have an exact copy of their county’s mitigation actions. The towns can meet this requirement by assigning partial responsibility to their local officials or by including their role in either the action description or the implementation status.

*(For additional information, please see the “Local Mitigation Plan Review Guide”, Element C, Mitigation Strategy, dated October 1, 2011, Page 24 and Tasks 6 of the Local Mitigation Plan Handbook dated March 2013, page 6:7)*

**Element C4:** The mitigation actions for the Towns of Goldston and Pittsboro have been updated to reflect the respective town’s department who will be responsible for implementing the actions in conjunction with the County. Revisions may be found on pages 9:16 – 9:21 of the Cape Fear Regional Hazard Mitigation Plan.

**Revisions Received:** The Cape Fear Regional Hazard Mitigation Plan has been updated to include mitigation actions that are specific to the jurisdictions of Goldston and Pittsboro. **This Element is now met.**

## ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION (applicable to plan updates only)

D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))	Section 6.4.3  <b>Pages 6:12-6:14</b>	X	
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))	Section 2.8; Section 8.5; Section 9.2; Jurisdiction-specific annexes (X.5.2)  <b>Pages 9:4-9:346</b>	X	
D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))	Section 5.21 (Table 5.38); Section 9.2; Jurisdiction-specific annexes (X.2.19 and X.5.2; Table X.32)  <b>Pages 8:2-8:4</b>	X	

## ELEMENT D: REQUIRED REVISIONS

## ELEMENT E. PLAN ADOPTION

E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))	App. A		X
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))	App. A		X

<b>1. REGULATION CHECKLIST</b>		<b>Location in Plan</b> (section and/or page number)	<b>Met</b>	<b>Not Met</b>
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>				
<b>ELEMENT E: REQUIRED REVISIONS</b>				
<b>E1 &amp; E2</b> - None of the participating jurisdictions have provided documentation of adopting the Updated Plan. This requirement cannot be scored as met until documentation has been submitted.				
<b>Required Revisions:</b>				
<ul style="list-style-type: none"> <li>• The plan must include documentation of plan adoption, usually a resolution by the governing body or other authority.</li> <li>• If adopted after FEMA review, adoption must take place within one calendar year of receipt of FEMA's "Approvable Pending Adoption".</li> <li>• Each jurisdiction that is included in the plan must have its governing body adopt the plan, even when a regional agency has the authority to prepare such plans.</li> </ul>				
<i>(Additional information can be found in the "Local Mitigation Plan Review Guide", Element E: Plan Adoption, dated October 1, 2011, Pages 28-29. Also see the Local Mitigation Plan Handbook dated March 2013, Task 8.)</i>				
<b>ELEMENT F. ADDITIONAL STATE REQUIREMENTS (OPTIONAL FOR STATE REVIEWERS ONLY; NOT TO BE COMPLETED BY FEMA)</b>				
F1.				
F2.				
<b>ELEMENT F: REQUIRED REVISIONS</b>				

## SECTION 2: PLAN ASSESSMENT

**INSTRUCTIONS:** The purpose of the Plan Assessment is to offer the local community more comprehensive feedback to the community on the quality and utility of the plan in a narrative format. The audience for the Plan Assessment is not only the plan developer/local community planner, but also elected officials, local departments and agencies, and others involved in implementing the Local Mitigation Plan. The Plan Assessment must be completed by FEMA. The Assessment is an opportunity for FEMA to provide feedback and information to the community on: 1) suggested improvements to the Plan; 2) specific sections in the Plan where the community has gone above and beyond minimum requirements; 3) recommendations for plan implementation; and 4) ongoing partnership(s) and information on other FEMA programs, specifically RiskMAP and Hazard Mitigation Assistance programs. The Plan Assessment is divided into two sections:

1. Plan Strengths and Opportunities for Improvement
2. Resources for Implementing Your Approved Plan

***Plan Strengths and Opportunities for Improvement*** is organized according to the plan Elements listed in the Regulation Checklist. Each Element includes a series of italicized bulleted items that are suggested topics for consideration while evaluating plans, but it is not intended to be a comprehensive list. FEMA Mitigation Planners are not required to answer each bullet item, and should use them as a guide to paraphrase their own written assessment (2-3 sentences) of each Element.

The Plan Assessment must not reiterate the required revisions from the Regulation Checklist or be regulatory in nature, and should be open-ended and to provide the community with suggestions for improvements or recommended revisions. The recommended revisions are suggestions for improvement and are not required to be made for the Plan to meet Federal regulatory requirements. The italicized text should be deleted once FEMA has added comments regarding strengths of the plan and potential improvements for future plan revisions. It is recommended that the Plan Assessment be a short synopsis of the overall strengths and weaknesses of the Plan (no longer than two pages), rather than a complete recap section by section.

***Resources for Implementing Your Approved Plan*** provides a place for FEMA to offer information, data sources and general suggestions on the overall plan implementation and maintenance process. Information on other possible sources of assistance including, but not limited to, existing publications, grant funding or training opportunities, can be provided. States may add state and local resources, if available.

## A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

### Element A: Planning Process

**Strengths – Planning Team:** The Cape Fear Regional Hazard Mitigation Planning Team not only included staff from a broad spectrum of local government departments and agencies but also included a wide variety of stakeholders from regional and state agencies as well as non-profit groups and the private sector, including utilities. This combination of experience provides the planning team with a broad range of viewpoints and expertise on a wide variety of hazard mitigation issues.

**Strengths – Planning Process:** The Planning Team decided to hold additional meetings in each participating county to ensure that municipalities and other stakeholders had good opportunity for involvement.

**Strengths – Public Participation:** There was strong public participation in the survey. In particular, the Towns of Benson and Clayton in Johnston County had a high percentage of their population responding. In the future, the Planning Team may wish to include more detail in Appendix D concerning answers to the open-ended survey questions to better document the specifics of the public input and how it was considered in the plan development.

**Strengths – Continued Public Participation:** Several of the jurisdictions included specific mitigation actions to hold community events that will not only educate the public on mitigation activities but will also provide an opportunity for the public to express their observations, ideas, and priorities. These community events include an annual open house in Harnett County and a bi-annual public outreach symposium in Moore County. The Town of Coats regularly holds semi-annual town meetings designed to push out mitigation strategies and seek input from residents.

### Element B: Hazard Identification and Risk Assessment

**Strengths -** The plan did a good job of explaining the methodology used to evaluate potential dollar losses to the region for the wide variety of hazards. Dollar losses provide one means of comparing diverse hazards to help determine which present the greatest risk to the region. Hazus-HM software was used to model the region's risk from hurricane winds and earthquakes. These are two hazards that are difficult to analyze with historic information due to the long return period between events, and it is helpful to use modeling to get a grasp of their potential impacts on the county. By estimating annualized losses for these and the other hazards, a good perspective was achieved on the relative risk that the communities face from the different hazards. In addition, the use of GIS to estimate the value of buildings in the 1% and 2% annual chance floodplain helps communities assess the

need for flood mitigation actions even when there has been no recent flooding. The Priority Risk Index provided a good summary of the relative risk that the region faces from different hazards based on additional criteria.

### **Element C: Mitigation Strategy**

**Strengths** – Participants in the Cape Fear Regional Mitigation Plan have developed Mitigation Action Plans with a broad range of planning, regulatory, and public information initiatives. Many jurisdictions have also selected specific structure and infrastructure projects to work on, while others plan to use their inspection process to identify new projects for implementation.

**Opportunities for Improvement** – Other jurisdictions may wish to incorporate specific structure, and infrastructure projects into their plan, which may lead to future opportunities for funding and implementation. The Local Mitigation Planning Handbook discusses the development of mitigation actions on pages 6-3 – 6-6.

### **Element D: Plan Update, Evaluation, and Implementation (*Plan Updates Only*)**

The participating jurisdictions provided thoughtful updates in the implementation status section of their Mitigation Action Plan. The updates showed incremental progress toward completion of the actions and often discussed the continuation of or follow-up to completed actions. Communities that had not made progress with their Mitigation Action Plan were frank concerning the reasons and their future efforts. These detailed updates will help future Planning Team members understand the history of the plan and help interested citizens understand what their local government is doing on their behalf.

## **B. Resources for Implementing Your Approved Plan**

### **Mitigation Planning Toolkit**

This is an extensive web based tool to assist States, Local, and Tribal Communities involved in Hazard Mitigation Plan Development and Updates. The content will help guide the direction of plan development and required updates.

<http://www.fema.gov/library/viewRecord.do?id=5580>

### **Local Mitigation Planning Handbook**

This Handbook provides guidance to local governments on developing or updating hazard mitigation plans to meet the requirements under the Code of Federal Regulations (CFR) Title 44 – Emergency Management and Assistance §201.6.

Use the Local Plan Guide and Handbook in tandem to understand technical requirements

<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=7209>

### **Integrating Mitigation Strategies with Local Planning**

This resource provides practical guidance on how to incorporate risk reduction strategies into existing local plans, policies, codes, and programs that guide community development or redevelopment patterns.

<http://www.fema.gov/library/viewRecord.do?id=7130>

### **Mitigation Ideas**

Communities can use this resource to identify and evaluate a range of potential mitigation actions for reducing risk to natural hazards and disasters.

<http://www.fema.gov/media-library/assets/documents/30627>

**SECTION 3:  
MULTI-JURISDICTION SUMMARY SHEET (OPTIONAL)**

**INSTRUCTIONS:** For multi-jurisdictional plans, a Multi-jurisdiction Summary Spreadsheet may be completed by listing each participating jurisdiction, which required Elements for each jurisdiction were ‘Met’ or ‘Not Met,’ and when the adoption resolutions were received. This Summary Sheet does not imply that a mini-plan be developed for each jurisdiction; it should be used as an optional worksheet to ensure that each jurisdiction participating in the Plan has been documented and has met the requirements for those Elements (A through E).

MULTI-JURISDICTION SUMMARY SHEET											
#	Jurisdiction Name	Jurisdiction Type (city/borough/ township/ village, etc.)	Plan POC	Mailing Address	Email	Phone	Requirements Met (Y/N)				
							A. Planning Process	B. Hazard Identification & Risk Assessment	C. Mitigation Strategy	D. Plan Review, Evaluation & Implementation	E. Plan Adoption
1	CHATHAM COUNTY	COUNTY					Y	Y	Y	Y	
2	Goldston	Town					Y	Y	Y	Y	
3	Pittsboro	Town					Y	Y	Y	Y	
4	Siler City	Town					Y	Y	Y	Y	
5	HARNETT COUNTY	COUNTY					Y	Y	Y	Y	
6	Angier	Town					Y	Y	Y	Y	
7	Coats	Town					Y	Y	Y	Y	
8	Dunn	City					Y	Y	Y	Y	
9	Erwin	Town					Y	Y	Y	Y	

**MULTI-JURISDICTION SUMMARY SHEET**

#	Jurisdiction Name	Jurisdiction Type (city/borough/ township/ village, etc.)	Plan POC	Mailing Address	Email	Phone	Requirements Met (Y/N)					
							A. Planning Process	B. Hazard Identification & Risk Assessment	C. Mitigation Strategy	D. Plan Review, Evaluation & Implementation	E. Plan Adoption	F. State Require- ments
10	Lillington	City					Y	Y	Y	Y		
11	JOHNSTON COUNTY	COUNTY					Y	Y	Y	Y		
12	Archer Lodge	Town					Y	Y	Y	Y		
13	Benson	Town					Y	Y	Y	Y		
14	Clayton	Town					Y	Y	Y	Y		
15	Four Oaks	Town					Y	Y	Y	Y		
16	Kenly	Town					Y	Y	Y	Y		
17	Micro	Town					Y	Y	Y	Y		
18	Pine Level	Town					Y	Y	Y	Y		
19	Princeton	Town					Y	Y	Y	Y		
20	Selma	Town					Y	Y	Y	Y		
21	Smithfield	Town					Y	Y	Y	Y		
22	Wilson's Mills	Town					Y	Y	Y	Y		
23												

**MULTI-JURISDICTION SUMMARY SHEET**

#	Jurisdiction Name	Jurisdiction Type (city/borough/ township/ village, etc.)	Plan POC	Mailing Address	Email	Phone	Requirements Met (Y/N)					
							A. Planning Process	B. Hazard Identification & Risk Assessment	C. Mitigation Strategy	D. Plan Review, Evaluation & Implementation	E. Plan Adoption	F. State Require- ments
24	LEE COUNTY	COUNTY					Y	Y	Y	Y		
25	Broadway	Town					Y	Y	Y	Y		
26	Sanford	City					Y	Y	Y	Y		
27	MOORE COUNTY	COUNTY					Y	Y	Y	Y		
28	Aberdeen	Town					Y	Y	Y	Y		
29	Cameron	Town					Y	Y	Y	Y		
30	Carthage	Town					Y	Y	Y	Y		
31	Foxfire Village	Village					Y	Y	Y	Y		
32	Pinebluff	Town					Y	Y	Y	Y		
33	Pinehurst	Village					Y	Y	Y	Y		
34	Robbins	Town					Y	Y	Y	Y		
35	Southern Pines	Town					Y	Y	Y	Y		
	Taylortown	Town					Y	Y	Y	Y		
36	Vass	Town					Y	Y	Y	Y		

MULTI-JURISDICTION SUMMARY SHEET												
#	Jurisdiction Name	Jurisdiction Type (city/borough/ township/ village, etc.)	Plan POC	Mailing Address	Email	Phone	Requirements Met (Y/N)					
							A. Planning Process	B. Hazard Identification & Risk Assessment	C. Mitigation Strategy	D. Plan Review, Evaluation & Implementation	E. Plan Adoption	F. State Requirements
37	Whispering Pines	Village					Y	Y	Y	Y		

**RESOLUTION TO ADOPT THE  
CAPE FEAR REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, (JURISDICTION NAME) is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the (JURISDICTION NAME) desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the (LOCAL GOVERNING BODY) to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the (LOCAL GOVERNING BODY) to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the (JURISDICTION NAME); and

WHEREAS, (JURISDICTION NAME), in coordination with Chatham County, Harnett County, Johnston County, Lee County, Moore County and the participating municipalities within those counties, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Cape Fear Regional Hazard Mitigation Plan for legislative compliance and has approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the (GOVERNING BODY) of (JURISDICTION NAME) hereby:

1. Adopts the Cape Fear Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on \_\_\_\_\_, 2016.

\_\_\_\_\_  
, Chair  
**LOCAL GOVERNING BODY**

ATTEST:

\_\_\_\_\_  
, Clerk

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Bryan Phillips

**DATE:** December 16, 2015

**SUBJECT:** FY 2015 Homeland Security Grant Program

**REQUEST:**

Approve for Moore County to enter into a Memorandum of Understanding with the NC Department of Crime Control and Public Safety, Division of Emergency Management for the acceptance of grant funds to be utilized for the purchase of a "Fold Out-Shelter System".

**BACKGROUND:**

Moore County Emergency Management applied for a grant in conjunction with the NCEM Domestic Planning Region #6 counties of Anson, Chatham, Scotland, Richmond, Lee, Johnston, Randolph, Montgomery, Harnett, and Wake. The grant is for \$90,000.00 and is to be used specifically for a "Fold Out-Shelter System".

This unit would be field deployable and work directly in conjunction with the DPR #6 Interoperability Communications Trailer and the DPR #6 VIPER Strategic Tactical Reserve Trailer as a Command Center, Disaster Recovery Center, or for any other emergency services purpose. It would also be easily set-up for continuity of operations when a critical facility such as a 911 Center, EOC, alternate EOC or other facility failed to perform as desired.

"Fold Out-Shelter System" is housed in an easily transportable trailer with a folding "collapsible", 259 square foot, insulated and energy efficient office space configuration. The Fold Out-Shelter System" should come with a dedicated power generator source, equipment compartment with chairs/ tables, and self-contained 1.5 ton HVAC climate control system. The entire unit should be at a minimum 26' long 94" wide while stored and expand to 16'L x 16'W x 7.5' H structure that weighs a total of 3600 lbs.

**IMPLEMENTATION PLAN:**

Once approved, we will follow the Moore County Finance Department policies to purchase the trailer/unit which will be titled and insured by Moore County.

**FINANCIAL IMPACT STATEMENT:**

The only financial impact for Moore County is the operational expense of maintaining the trailer.

**RECOMMENDATION SUMMARY:**

Motion #1 - Approve for Moore County to enter into a Memorandum of Understanding with the NC Department of Crime Control and Public Safety, Division of Emergency Management for the acceptance of grant funds to be utilized for the purchase of a "Fold Out-Shelter System". Allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

Motion #2 - Make a motion to approve the attached Budget Amendment and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

**SUPPORTING ATTACHMENTS:**

Grant Award Letter

Memorandum of Understanding with NC Crime Control and Public Safety

**AWARDED GRANT INFORMATION FORM**  
Including all State and Federal financial assistance

Financial Assistance Title/Grant Name: Homeland Security Grant Program (HSGP)

Grantor (State or Federal agency, private foundation etc.): NC Division of Emergency Management

Grantor Contact Person: Callion Maddox, Grants Management Branch Supervisor

Grantor Phone Number / e-mail: 919/825-2332 /

Purpose of Grant Funding: FORTS SHELTER

Total Requested: \$90,000.00

Matching Requirement: Local Match: \_\_\_\_\_ State Match: \_\_\_\_\_ Federal Match: \_\_\_\_\_

Period Covered: September 1, 2015 - February 28, 2018

Grant Number: EMW-2015-SS-00062-S01

Revenue Code: 240 32010 36177 PS162 Expenditure Code: 24021010 53937 PS162

1. Does the assistance include Federal funds (funds from State may originate from a Federal agency)?  YES  NO  
97.067

If yes, list CFDA number (\*required, should be provided in information received from grantor): \_\_\_\_\_

If yes, please provide name of Federal agency: U.S. Dept of Homeland Security

2. Does the grant period extend over more than one fiscal year?  YES  NO  
If Yes, list fiscal years: 2016-2018

3. Are you planning to request funds each year?  YES  NO  
If yes, please indicate fiscal years \_\_\_\_\_

4. Is this a reimbursement grant?  YES  NO

5. What are the reporting requirements?  
 Monthly  Quarterly  
 Semi-Annually  At End of Grant

6. Who prepares reports? Scot Brooks

7. What, if any, long term commitments for the County are involved if we accept the grant funds, i.e. program continuation after grant funding ceases? None

8. List any laws, acts, or regulations specifying performance requirements of the County: \_\_\_\_\_

9. Please include any other comments below: \_\_\_\_\_

\* Please attach a copy of your award letter and grant agreement to Financial Services.



# North Carolina Department of Public Safety

## Emergency Management

Pat McCrory, Governor  
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

### Homeland Security Grant Program "HSGP"

CFDA #: 97.067

Fiscal Year 2015

Grant #: EMW-2015-SS-00062-S01

### SUB AWARD NOTIFICATION

Name: Wayne Vest  
Sub-recipient: Moore County Public Safety  
Address: PO Box 905  
Address: Carthage NC 28327

Period of Performance: 9/1/2015 to 2/28/2018  
Project Title(s): FORTS Shelter  
Total Amount of Award: \$ 90,000.00  
MOA#: 1538

North Carolina Emergency Management is pleased to inform you that your federal Fiscal Year (FY) 2015 Homeland Security Grant Program (HSGP) investment justification project(s) has been approved for funding. In accordance with the provisions of FY 2015 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2015-SS-00062-S01.

**Payment of Funds:** The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

**Conditions:** The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 18-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

**Supplanting:** The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Callion L. Maddox  
Homeland Security Grants Branch Manager

**GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE**

**MAILING ADDRESS**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
www.readync.org  
www.ncdps.gov



**OFFICE LOCATION**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685

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# North Carolina Department of Public Safety

## Emergency Management

Pat McCrory, Governor  
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

**Homeland Security Grant Program "HSGP"**  
CFDA #: 97.067  
Fiscal Year 2015  
Grant Award #: EMW-2015-SS-00062-S01

### MEMORANDUM OF AGREEMENT (MOA) Between

**Recipient:**  
State of North Carolina  
Department of Public Safety  
Emergency Management

**Sub-Recipient:**  
Moore County  
Tax ID/EIN #: 56-6000322  
DUNS#: 50988146

MOA # 1538  
DPS Fund Code: 1502-7A38- 35H1

MOA Amount: \$90,000  
MOA Period of Performance to -9/01/2015 to 02/28/2018

1. **Purpose.** The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (USDHS) HSGP Grant Program. A copy of the complete federal grant instructions is available at [www.fema.gov](http://www.fema.gov).

This Agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-Recipient to fund projects related to Emergency Management Planning, Operations, Equipment Purchases, Trainings and Exercises. For more detailed description of the project approved for MOA# 1538. Please see Attachment 1 for detailed Scope of Work.

2. **Program Authorization and Regulations:**  
This Agreement is authorized under the provisions of: 1) Public Law 112-74, The Department of Homeland Security Appropriations Act, 2015 (Pub. L. No. 113-76); The 9/11 Commission Act of 2007; 3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); 6) the implementing recommendations or regulations of each Act or Law, if any; 7) the U.S. Department of Homeland Security, FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at [www.fema.gov](http://www.fema.gov) 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at [www.fema.gov](http://www.fema.gov); and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

#### Projects managed by the Recipient (State) on behalf of Sub Recipient (Only)

By checking this Box I request that the Recipient Retain Funds effective 9/1/2015. Sub-Recipient has agreed to receive grant funds from Recipient. Sub-Recipient: desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$90,000 awarded through the FY 2015 HSGP. Sub-Recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, Equipment Purchases, Trainings and Exercises activities to improve prevention, protection, preparedness, response and recovery. Please see Attachment 1 for detailed Scope of Work.

3. **Compensation:** Recipient agrees that it will pay the Sub-Recipient complete and total compensation for the services to be rendered by the Sub-Recipient. Payment to the Sub-Recipient for expenditures under this Agreement will be reimbursed after the Sub-Recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management **no later than 45 after award date. The grant shall be effective upon return of the executed Grant Award and Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget and program narrative.** Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

4. **Funding Eligibility Criteria:** Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Emergency Management" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. be established as a State, Local, or Non-Profit agency by appropriate resolution/ ordinance;
- ii. Complete any procurement(s) and expenditures no later than 2/28/2018.
- iii. Provide quarterly progress reports to NCEM Branch or Grants office personnel using the latest Grant Quarterly Report form by the following dates: January 15<sup>th</sup> , April 15<sup>th</sup> , July 15<sup>th</sup> and October 15<sup>th</sup>.

B. **File Retention:** ~~Sub-Recipient is required to maintain records and (invoices) of this grant for five (5) years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management Staff for site visits, project closeout and future audits.~~

- i. Sub-Recipient must include appropriate documentation in the file, including but not limited to the following documents:
  - 1. Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
  - 2. Completed appropriate cost report forms with invoices and proof(s) of payment
  - 3. Audit Findings and Corrective Action Plans
  - 4. Equipment Inventory records with photo documentation of labeling

C. Employees must be covered by an approved Pay Plan. However, the Director may be exempt from this requirement.

D. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

5. **Conditions:** The Sub-Recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2015 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all federal funds are limited to a 36-month period.

6. **Supplantation:** Sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-Recipient certifies that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.
  
7. **Compliance.** Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA). Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions will result in the return of this grant award to North Carolina Emergency Management.
  
8. **Responsibilities:**
  - A. The Recipient shall:
    - i. Provide funding to the Sub-Recipient to perform the work activities as described herein.
    - ii. Conduct a review of the project to ensure that it is in accordance with HSGP requirements.
    - iii. The performance period for the award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on 2/ 28/2018
    - iv. Directly monitor the completion of this project.
  
  - B. The Sub-Recipient shall:
    - i. Expend FY 2015 HSGP Grant Program funds in accordance with the applicable USDHS and HSGP NOFOA, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
    - ii. Utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 200. Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDHS and HSGP NOFOA and the USDHS and Financial Management Guide. Sub-Recipient shall comply with all applicable laws, regulations and program guidance. Sub-Recipient must comply with the most recent version of the funding Administrative Requirements, Cost Principles, and Audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: ; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- C. Sub-Recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- D. Complete the procurement(s) process not later than 2/28/2018
- E. Provide quarterly progress reports to the Homeland Security Grant Manager, DPR chair, and/or Branch Office by the following dates: 15<sup>th</sup> January, 15<sup>th</sup> April, 15<sup>th</sup> July and 15<sup>th</sup> October each calander the grant is active. Attachment 2
- F. Provide a list at project completion phase to the Homeland Security Grant Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- G. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable HSGP NOFOA and Grant Award and Special Conditions documents.
- H. Maintain a grant management filing system as required in this MOA and Attament 4.
- I. Comply with current federal suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB Circular A-133 which states in pertinent part that “effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Recipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub- Recipients have not been suspended or debarred from doing business with the federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: ***“This project was supported by a Federal award from the U.S. Department of Homeland Security, Office of Grants and Training and Department of Public Safety, North Carolina Emergency Management.”*** Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words ***“Funded by U.S. Department of Homeland Security.”***
- M. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA. Sub-Recipient shall prominently mark any equipment purchased with grant funding as follows: “Purchased with funds provided by the U.S. Department of Homeland Security.”
- N. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- O. Sub-Recipient shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient.

- i. Recipient and Sub-Recipient shall take an initial physical inventory of any equipment. The Grant Summary, Cost Reports with backup documentation, Certificate of Title, and any other Sub-Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement. The Sub-Recipient must provide quarterly updates until all funds are expended.
- ii. Sub-Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
- iii. Sub-Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- iv. Disposition Procedures. Sub-Recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 C.F.R. Part 200. Items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 C.F.R. Part 200. Sub-Recipient must provide documentation that includes the method used to determine current fair market value.
- v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit [www.fema.gov](http://www.fema.gov).

P. No indirect or administrative costs will be charged to this allocation award.

Sub-Recipients must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.

- i. Any equipment purchased under the Homeland Security Grant is subject to use as a regional asset to be utilized by the US DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

R. Each Sub-Recipient must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: [www.dnb.com](http://www.dnb.com) or <http://fedgov.dnb.com/webform>.

S. System for Award Management (SAM) registration is required for all applicants. Each Sub-Recipient shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

T. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

U. HSGP Sub-Recipients certify that they have read and agree to abide by the Sub-Recipient instructions provided in the sub-receipt instructions document provided by NCEM.

9. **Funding:** All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the Insert Federal Agency and NCEM for the purpose set forth and the MOA shall automatically terminate if funds cease to be available.

A. All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from USDHS, FEMA and Recipient for the purposes set forth and the MOA shall automatically terminate if funds

cease to be available. Allowable costs shall be determined in accordance with the applicable USDHS Program Guidelines, which include, but may not be limited to, the FY 2015 HSGP NOFOA, available at: [www.fema.gov](http://www.fema.gov), 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the USDHS Financial Management Guide available at [www.dhs.gov](http://www.dhs.gov). Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. **Taxes:** Sub-Recipient shall be considered to be an independent Sub- Recipient and as such shall be responsible for all taxes.
11. **Warranty.** As an independent sub-recipient, the Sub-Recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.
12. **Audit Requirements:** For all homeland security grant programs, Sub-Recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.
13. **State Property.** Sub-Recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-Recipient unless noted in section 2 of the MOA.
14. **Points of Contact.** To provide consistent and effective communication between Sub-Recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security and the Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-Recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-Recipient . All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information.
15. **Public Records Access:** While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

16. **Subcontracting:** If Sub-Recipient subcontracts any or all purchases or services required under this Agreement, then Sub-Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-Recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-Recipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFOA referenced herein.
17. **Situs:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
18. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
19. **Other Provisions/Severability:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
20. **Compliance with the law:** Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. ~~Sub-Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2015 HSGP NOFOA.~~
21. **Entire Agreement:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
22. **Modification.** This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-Recipient.
23. **Termination.** The terms of this agreement, as modified with the consent of all parties, will remain in effect until 2/28/2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If USDHS suspends or terminates funding in accordance with 2 CFR 200 and the FY2015 HSGP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.
24. **Budget and Scope of Work:**  
  
SUB-RECIPIENT shall implement the HSGP Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

<u>Project Costs:</u>	
Federal Share:	\$90,000.00
State Share:	\$ 0.00
Local Share:	\$ 0.00
<hr/> TOTAL:	\$90,000.00

B. Scope of Work Summary

Please see Attachment 1 for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance

SUB-RECIPIENT must also provide a semi-annual summary (progress report); no later than **July 15<sup>th</sup>** to the HSGP Grant Manager and/or Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be Provided at the Conclusion of Work (if applicable )

- i. Quarterly project progress reports.
- ii. Sub-Recipient involved legal action that pertains to Planning Training Exercise and Equipment purchased with HSGP ;
- iii. After action report from exercise;
- iv. Training course roster and description
- v. Any other documentation that would be pertinent.
- vi. Any invoices detailing the expenses associated with the project.

**IN PROCESS**

25. **Lobbying Prohibition:** The Sub-Recipient certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the N.C. General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. In any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Sub- Recipient agrees to comply with above requirements**

26. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 C.F.R. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

**Sub- Recipient agrees to comply with above requirements**

**27. Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** Sub-Recipient **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the USDHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the USDHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-Recipient receives federal financial assistance from the USDHS, and **HEREBY GIVES**

ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-Recipient hereby gives the following specific assurance with respect to the project:

- A. That the Sub-Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. That the Sub-Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:
  - i. The Sub-Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
- C. That the Sub-Recipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. The Sub-Recipient shall provide for such methods of administration for the program as are found by the Secretary of USDHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the USDHS and is binding on it, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

**Sub- Recipient agrees to comply with above requirements**

## **28. ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Recipient executed in expending these grant funds.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a USDHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-Recipient, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-Recipient.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

\* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Sub- Recipient agrees to comply with above requirements:

**29. Assurance of Compliance with Privacy Act:** The Sub-Recipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a USDHS function.
- B. To notify USDHS when the Sub-Recipient or any of its third-party contractors, subcontractors,, sub recipients, or their employees anticipate a system of records on behalf of USDHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a USDHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a USDHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Subsections a through c in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the USDHS.

Sub- Recipient agrees to comply with above requirements

**30. Certification Regarding Drug-Free Workplace Requirements (Sub Recipients Other Than Individuals):**

This certification is required by the regulations implementing the *Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F*. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 44 CFR Part 2)

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub- Recipients workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Sub-recipient's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The Sub- Recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code)

Sub- Recipient agrees to comply with above requirements:

**31. Execution and Effective Date:** This grant shall become effective upon return of this original Grant Award and Memorandum of Agreement, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective 09/01/2015. The last signature shall be that of Frank L. Perry, Secretary for the North Carolina Department of Public Safety.

**32. Term of this Agreement:** This agreement shall be in effect from 09/01/2015 to 02/28/2018.

**IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of 9/1/2015**

**N.C. DEPARTMENT OF  
PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT  
1636 GOLD STAR DR  
RALEIGH, NC 27607**

**MOORE COUNTY  
PO BOX 905  
CARTHAGE, NC 28327**

DocuSigned by:  
*Michael A. Sprayberry*  
BY: \_\_\_\_\_  
**MICHAEL A. SPRAYBERRY, DIRECTOR  
NORTH CAROLINA EMERGENCY MANAGEMENT**

BY: \_\_\_\_\_  
**WAYNE VEST, COUNTY MANAGER  
MOORE COUNTY**

**APPROVED AS TO PROCEDURES:**

BY: \_\_\_\_\_  
**JAMES J. CHEROKE, CONTROLLER  
DEPARTMENT OF PUBLIC SAFETY**

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

DocuSigned by:  
*William Polk*  
BY: \_\_\_\_\_  
**WILLIAM POLK, ASSISTANT GENERAL COUNSEL  
REVIEWED FOR THE DEPARTMENT OF  
PUBLIC SAFETY, BY WILLIAM POLK,  
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE  
PURPOSES OF THE US DEPARTMENT OF  
HOMELAND SECURITY GRANT PROGRAMS**

BY: \_\_\_\_\_  
**FRANK L. PERRY, SECRETARY  
DEPARTMENT OF PUBLIC SAFETY**

**THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2015 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY FRANK L. PERRY, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.**

# Attachment 1

## North Carolina FY 2015 HSGP Sub-Grantee Application

**Part 1: Basic Information**

<b>1.) Date of Submission</b>
10/02/2015
<b>2.) Project Name</b>
DPR 6 FORTS Shelter Project
<b>3.) State or Regional (DPR) Project (If regional, include DPR number)</b>
DPR 6
<b>4.) Total Funding Requested</b>
\$90,000.00

**A. Applicant Information**

(When awarded a grant, the applicant will be referred to as the sub-grantee)

<b>Applicant</b>	
Moore County Public Safety	
<b>DUNS Number</b>	050988146
<b>Registered in SAM?</b> (Registration is required)	Yes

**B. Applicant Point of Contact Information**

(Primary point of contact for all communication regarding the grant, if more than one add another box)

<b>Name</b>	Scot Brooks		
<b>Agency</b>	Moore County Public Safety		
<b>Title</b>	Deputy Director of Public Safety		
<b>Phone Work</b>	910-947-6308	<b>Phone Mobile</b>	
<b>Mailing Address</b>	302 South McNeill St P.O. Box 905		
<b>City</b>	Carthage	<b>ZIP + 4</b>	28327
<b>Email</b>	sbrooks@moorecountync.gov		

**C. MOA Signatory Information:**

(Individual who has the authority to sign the grant agreement, if more than one add another box)

<b>Name</b>	Wayne Vest		
<b>Agency:</b>	Moore County		
<b>Title</b>	County Manager		
<b>Phone Work</b>	9109476317	<b>Phone Mobile</b>	9106383964
<b>Mailing Address (must be physical address, not PO Box)</b>	Mailing Address – PO Box 905 Carthage NC 28327		
	Shipping Address – 302 South McNeill St Carthage NC 28327		
<b>City</b>	Carthage	<b>ZIP + 4</b>	28327-0905
<b>Email</b>	sbrooks@moorecountync.gov		

## North Carolina FY 2015 HSGP Sub-Grantee Application

**Part 2: Grant Proposal Information****A. Historical Information**

1.) Does this project support a previously awarded investment?	No
2.) If yes, from which year?	Choose an item.
3.) If yes, what was the project name?	
4.) If yes, what was the funding amount awarded?	\$

**B. Baseline: New or Ongoing Project**

1.) Is this project new or ongoing?	New
-------------------------------------	-----

<b>2.) This project will</b>
<input checked="" type="checkbox"/> Sustain or continue current capabilities
<input type="checkbox"/> Complete a current project
<input checked="" type="checkbox"/> Reduce a priority capability gap

**C. Project Information**

<b>1.) Which of the following State Priorities does the project address?</b>	
<input type="checkbox"/> Cyber Security	<input type="checkbox"/> Threats and Hazard Identification
<input type="checkbox"/> Economic Recovery	<input type="checkbox"/> Risk/Disaster Resiliency Assessment
<input checked="" type="checkbox"/> Fatality Management Services	<input checked="" type="checkbox"/> Mass Search and Rescue Operations
<input type="checkbox"/> Intelligence and Information Sharing	<input type="checkbox"/> Public Information and Warning
<input checked="" type="checkbox"/> Community Resilience	<input checked="" type="checkbox"/> Health and Social Services
<input checked="" type="checkbox"/> Mass Care Services	<input type="checkbox"/> Planning
<input checked="" type="checkbox"/> Public Health and Medical Services	<input type="checkbox"/> Long-term Vulnerability Reduction
<input checked="" type="checkbox"/> Risk Management for Protection Programs and Activities	<input type="checkbox"/> Other (Only select this option if this project does not fit in any other category)
<b>If other, explain why this project should be selected over others that address a priority gap?</b>	

<b>2.) Project Description</b>
<i>DPR 6 is proposing the purchase of Fold out Shelter System (FORTS) to support response and recovery operations. This is a portable emergency shelter (transportable with trailer that is included) hard wall collapsible shelter system. The system includes a one ton air conditioning/heat pump system, electrical box, 60 amp shore power connection (3) 42" x 52" single hung clear tempered glass windows (1) 36 x 80 solid core door, floor leveling system unit also includes storage cabinets and a 5.5 kW Yamaha generator. This will also include purchase of support equipment Tables/Chairs administrative support items. This unit can be set up by 2 personnel in ten minutes. Unit comes with a trailer specifically designed for the shelter. This is a plug and play system all HVAC and generator are part of the system. This FORTS system will be utilized to support response and recovery operations. It is easily deployed and minimal training required for setup. This resource will be deployable anywhere in the region or state wide.</i>

## North Carolina FY 2015 HSGP Sub-Grantee Application

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**3.) Project Necessity**

*This project will support response and recovery operations of all types. The system is multipurpose and due to its ease of deployment can be ready within minutes unlike some of our current portable systems which can take hours. This system is very easy to deploy and would not put a drain on critical personnel to setup.*

**4.) Regionalization**

*This FORTS system will be utilized to support response and recovery operations. It is easily deployed and minimal training required for setup. This resource will be deployable anywhere in the region or state wide.*

Deployable? Can the project be deployed to other jurisdictions?	Yes
Sharable? If the asset cannot be moved, can it be shared with other jurisdictions?	Yes

**5.) Results Evaluation**

*This project will provide DPR 6 with a rapidly deployable shelter system for any operation.*

**6.) Project Management**

*This project will be managed by Moore County Public Safety. Due to this system being a one of a kind the purchase process will not be a long term process. Once MOA has processed the unit would be purchased and training conducted within 60 days of DPR 6 personnel involved in the project.*

**7.) Sustainment**

*Training for the operation of this unit is quite simple and timely. The base line maintenance of the project will be provided by Moore County Public Safety.*

**8.) Project Milestones:**

*1<sup>st</sup> quarter: MOA processed 2<sup>nd</sup> Quarter: Purchase of Unit 3<sup>rd</sup> Quarter: all training complete and reimbursements complete.*

## North Carolina FY 2015 HSGP Sub-Grantee Application

**Part 3: Budget Information**

In addition to completing this section, applicants will need to submit at least one **Budget Sheet** attachment for every solution area in which they request funding.

<b>1.) Proposed Funding</b>		
<b>Solution Area</b>	<b>Amount of Funding \$</b>	<b>Funds Dedicated to LETP*</b>
Planning	\$	\$
Equipment	\$90,000.00	\$
Training	\$	\$
Exercises	\$	\$
<b>Total Proposed Funding:</b>	<b>\$90,000.00</b>	<b>\$</b>

*\*If applicable, provide the proposed funding amount that will be spent on Law Enforcement Terrorism Prevention (LETP).*

<b>2.) Fusion Center</b>	
Does this proposal contribute to development and operation of the fusion center?	Choose an item.
<i>If you selected "Yes", explain how it contributes</i>	

**Certification: I understand that:**

- No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. By submitting this project proposal you and all participating entities are certifying that your locality/state agency is NIMS compliant.
- Submission of the project proposal does not guarantee funding.
- Any projects allocated funds will be required to check all purchases against the Allowable Equipment Lists ([www.rkb.us](http://www.rkb.us)).
- Any changes made to this project after the submission deadline must be approved by the NCEM Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted.

North Carolina FY 2015 HSGP Sub-Grantee Application

- If the point of contact or MOA signatory changes, then it is the responsibility of the applicant to provide the new information to NCEM Planning and Homeland Security Section in a timely manner.
- This application includes the following:
  - Completed application
  - Completed budget sheet(s)



## **Attachment 2**

**QUARTERLY PROGRESS REPORT**

**Sub recipient: Moore County**

**FY15 HSGP – MOA # EMW-2015-SS-00062-S01-1538**

**Quarter (list dates):**

**Grant Award: \$ 90,000.00**

**Funds Expended Prior Quarters:  
Funds Expended this Quarter:**

<b>Activities</b>	<b>Metric</b>	<b>Current Status</b>
1. Equipment	Date, current status (ex. List needs identified, items in vendor negotiation, purchased, placed in service, etc.)	

Quarterly Progress Reports are due:

- January 15
- April 15
- July 15
- October 15

## **Attachment 3**

**Attachment 3 - EXAMPLE**

**Grant-Funded Typed Resource Report**

**Tool Instructions:**

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at [www.fema.gov/media-library/assets/documents/28973?id=6432](http://www.fema.gov/media-library/assets/documents/28973?id=6432)

SUBGRANTEE:		GRANT#:		PROJECT:								
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches								
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments	

Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	55	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.



## **Attachment 4**

### **Required Sub-Grantee File Documentation**

Sub-grantee or sub-recipient must meet the financial administration requirements in 44 CFR Part 13 and must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management -- Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

Grant Award Letter

Memorandum of Agreement/ and Supporting Appendices

Quarterly Progress Reports

Completed cost report forms with invoices and proof(s) of payment

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Bryan Phillips

**DATE:** December 16, 2015

**SUBJECT:** FY 2015 Homeland Security Grant Program

**REQUEST:**

Approve for Moore County to enter into a Memorandum of Understanding with the NC Department of Crime Control and Public Safety, Division of Emergency Management for the acceptance of \$20,000.00 in grant funds to be utilized for the upgrade of a “Regional Communications Trailer”.

**BACKGROUND:**

Moore County Emergency Management applied for a grant in conjunction with the NCEM Domestic Planning Region #6 counties of Anson, Chatham, Scotland, Richmond, Lee, Johnston, Randolph, Montgomery, Harnett, and Wake. The grant was for \$137,300.00 and was used to purchase a “Regional Communications Trailer”.

This unit is field deployable and removes any of the communications related weaknesses that we have identified in our regional IMT / Interoperability exercises over the last several years. It would also be easily set-up for continuity of operations when a critical facility such as a 911 Center, EOC, alternate EOC or other facility failed to perform as desired. This unit used in conjunction with the DPR #6 VIPER Strategic Tactical Reserve Trailer and the VIPER network of towers will be an awesome resource for our county and the region as a whole.

**IMPLEMENTATION PLAN:**

Once approved, we will follow the Moore County Finance Department policies to increase the years of subscription service for the Satellite connection.

**FINANCIAL IMPACT STATEMENT:**

The only financial impact for Moore County is the operational expense of maintaining the trailer.

**RECOMMENDATION SUMMARY:**

Motion #1 - Approve for Moore County to enter into a Memorandum of Understanding with the NC Department of Crime Control and Public Safety, Division of Emergency Management for the acceptance of \$20,000.00 in grant funds to be utilized for the upgrade of a “Regional Communications Trailer”. Allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

Motion #2 - Make a motion to approve the attached Budget Amendment and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

**SUPPORTING ATTACHMENTS:**

Grant Award Letter

Memorandum of Understanding with NC Crime Control and Public Safety

# AWARDED GRANT INFORMATION FORM

Including all State and Federal financial assistance

Financial Assistance Title/Grant Name: Homeland Security Grant Program (HSGP)

Grantor (State or Federal agency, private foundation etc.): NC Division of Emergency Management

Grantor Contact Person: Callion Maddox, Grants Management Branch Supervisor

Grantor Phone Number / e-mail: 919/825-2332 /

Purpose of Grant Funding: Communications Trailer Upgrade

Total Requested: \$20,000.00

Matching Requirement: Local Match: \_\_\_\_\_ State Match: \_\_\_\_\_ Federal Match: \_\_\_\_\_

Period Covered: September 1, 2015 - February 28, 2018

Grant Number: EMW-2015-SS-00062-S01

Revenue Code: 24032010-36177 PS 163 Expenditure Code: 24021010-53937 PS 163

1. Does the assistance include Federal funds (funds from State may originate from a Federal agency)?  YES  NO  
97.067

If yes, list CFDA number (\*required, should be provided in information received from grantor): \_\_\_\_\_

If yes, please provide name of Federal agency: U.S. Dept of Homeland Security

2. Does the grant period extend over more than one fiscal year?  YES  NO  
If Yes, list fiscal years: 2016-2018

3. Are you planning to request funds each year?  YES  NO  
If yes, please indicate fiscal years \_\_\_\_\_

4. Is this a reimbursement grant?  YES  NO

5. What are the reporting requirements?  
 Monthly  Quarterly  
 Semi-Annually  At End of Grant

6. Who prepares reports? Scot Brooks

7. What, if any, long term commitments for the County are involved if we accept the grant funds, i.e. program continuation after grant funding ceases? None

8. List any laws, acts, or regulations specifying performance requirements of the County: \_\_\_\_\_

9. Please include any other comments below: \_\_\_\_\_

\* Please attach a copy of your award letter and grant agreement to Financial Services.



# North Carolina Department of Public Safety

## Emergency Management

Pat McCrory, Governor  
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

### Homeland Security Grant Program "HSGP"

CFDA #: 97.067

Fiscal Year 2015

Grant #: EMW-2015-SS-00062-S01

### SUB AWARD NOTIFICATION

Name: Wayne Vest  
Sub-recipient: Moore County Public Safety  
Address: PO Box 905  
Address: Carthage NC 28327

Period of Performance: 9/1/2015 to 2/28/2018  
Project Title(s): Communication Trailer Upgrade  
Total Amount of Award: \$ 20,000.00  
MOA#: 1537

North Carolina Emergency Management is pleased to inform you that your federal Fiscal Year (FY) 2015 Homeland Security Grant Program (HSGP) investment justification project(s) has been approved for funding. In accordance with the provisions of FY 2015 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2015-SS-00062-S01.

**Payment of Funds:** The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

**Conditions:** The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 18-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

**Supplanting:** The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Callion L. Maddox  
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

**MAILING ADDRESS**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
www.readync.org  
www.ncdps.org



**OFFICE LOCATION**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685

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# North Carolina Department of Public Safety

## Emergency Management

Pat McCrory, Governor  
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

**Homeland Security Grant Program "HSGP"**  
**CFDA #: 97.067**  
**Fiscal Year 2015**  
**Grant Award #: EMW-2015-SS-00062-S01**

### **MEMORANDUM OF AGREEMENT (MOA)** **Between**

**Recipient:**  
State of North Carolina  
Department of Public Safety  
Emergency Management

**Sub-Recipient:**  
Moore County  
**Tax ID/EIN #: 56-6000322**  
**DUNS#: 50988146**

**MOA # 1537**  
**DPS Fund Code: 1502-7A38- 35H1**

**MOA Amount: \$20,000**  
**MOA Period of Performance to -9/01/2015 to 02/28/2018**

- 1. Purpose.** The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (USDHS) HSGP Grant Program. A copy of the complete federal grant instructions is available at [www.fema.gov](http://www.fema.gov).

This Agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-Recipient to fund projects related to Emergency Management Planning, Operations, Equipment Purchases, Trainings and Exercises. For more detailed description of the project approved for MOA# 1537. Please see Attachment 1 for detailed Scope of Work.

- 2. Program Authorization and Regulations:**

This Agreement is authorized under the provisions of: 1) Public Law 112-74, The Department of Homeland Security Appropriations Act, 2015 (Pub. L. No. 113-76); The 9/11 Commission Act of 2007; 3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); 6) the implementing recommendations or regulations of each Act or Law, if any; 7) the U.S. Department of Homeland Security, FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at [www.fema.gov](http://www.fema.gov) 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at [www.fema.gov](http://www.fema.gov); and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

#### **Projects managed by the Recipient (State) on behalf of Sub Recipient (Only)**

By checking this Box I request that the Recipient Retain Funds effective 9/1/2015. Sub-Recipient has agreed to receive grant funds from Recipient. Sub-Recipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$20,000 awarded through the FY 2015 HSGP. Sub-Recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, Equipment Purchases, Trainings and Exercises activities to improve prevention, protection, preparedness, response and recovery. Please see Attachment 1 for detailed Scope of Work.

3. **Compensation:** Recipient agrees that it will pay the Sub-Recipient complete and total compensation for the services to be rendered by the Sub-Recipient. Payment to the Sub-Recipient for expenditures under this Agreement will be reimbursed after the Sub-Recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management **no later than 45 after award date. The grant shall be effective upon return of the executed Grant Award and Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget and program narrative.** Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

4. **Funding Eligibility Criteria:** Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Emergency Management" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. be established as a State, Local, or Non-Profit agency by appropriate resolution/ ordinance;
- ii. Complete any procurement(s) and expenditures no later than 2/28/2018.
- iii. Provide quarterly progress reports to NCEM Branch or Grants office personnel using the latest Grant Quarterly Report form by the following dates: January 15<sup>th</sup> , April 15<sup>th</sup> , July 15<sup>th</sup> and October 15<sup>th</sup> .

B. **File Retention:** ~~Sub-Recipient is required to maintain records and (invoices) of this grant~~ for five (5) years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management Staff for site visits, project closeout and future audits.

- i. Sub-Recipient must include appropriate documentation in the file, including but not limited to the following documents:
  - 1. Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
  - 2. Completed appropriate cost report forms with invoices and proof(s) of payment
  - 3. Audit Findings and Corrective Action Plans
  - 4. Equipment Inventory records with photo documentation of labeling

C. Employees must be covered by an approved Pay Plan. However, the Director may be exempt from this requirement.

D. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

5. **Conditions:** The Sub-Recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2015 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all federal funds are limited to a 36-month period.

6. **Supplantation**: Sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-Recipient certifies that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.
7. **Compliance**. Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA). Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions will result in the return of this grant award to North Carolina Emergency Management.
8. **Responsibilities**:
  - A. The Recipient shall:
    - i. Provide funding to the Sub-Recipient to perform the work activities as described herein.
    - ii. Conduct a review of the project to ensure that it is in accordance with HSGP requirements.
    - iii. The performance period for the award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on 2/ 28/2018
    - iv. Directly monitor the completion of this project.
  - B. The Sub-Recipient shall:
    - i. Expend FY 2015 HSGP Grant Program funds in accordance with the applicable USDHS and HSGP NOFOA, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
    - ii. Utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 200. Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDHS and HSGP NOFOA and the USDHS and Financial Management Guide. Sub-Recipient shall comply with all applicable laws, regulations and program guidance. Sub-Recipient must comply with the most recent version of the funding Administrative Requirements, Cost Principles, and Audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: ; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- C. Sub-Recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- D. Complete the procurement(s) process not later than 2/28/2018
- E. Provide quarterly progress reports to the Homeland Security Grant Manager, DPR chair, and/or Branch Office by the following dates: 15<sup>th</sup> January, 15<sup>th</sup> April, 15<sup>th</sup> July and 15<sup>th</sup> October each calander the grant is active. Attachment 2
- F. Provide a list at project completion phase to the Homeland Security Grant Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- G. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable HSGP NOFOA and Grant Award and Special Conditions documents.
- H. Maintain a grant management filing system as required in this MOA and Attament 4.
- I. Comply with current federal suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB Circular A-133 which states in pertinent part that “effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Recipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub- Recipients have not been suspended or debarred from doing business with the federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: ***“This project was supported by a Federal award from the U.S. Department of Homeland Security, Office of Grants and Training and Department of Public Safety, North Carolina Emergency Management.”*** Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words ***“Funded by U.S. Department of Homeland Security.”***
- M. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA. Sub-Recipient shall prominently mark any equipment purchased with grant funding as follows: “Purchased with funds provided by the U.S. Department of Homeland Security.”
- N. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- O. Sub-Recipient shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient.

- i. Recipient and Sub-Recipient shall take an initial physical inventory of any equipment. The Grant Summary, Cost Reports with backup documentation, Certificate of Title, and any other Sub-Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement. The Sub-Recipient must provide quarterly updates until all funds are expended.
- ii. Sub-Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
- iii. Sub-Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- iv. Disposition Procedures. Sub-Recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 C.F.R. Part 200. Items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 C.F.R. Part 200. Sub-Recipient must provide documentation that includes the method used to determine current fair market value.
- v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit [www.fema.gov](http://www.fema.gov).

P. No indirect or administrative costs will be charged to this allocation award.

Sub-Recipients must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.

- i. Any equipment purchased under the Homeland Security Grant is subject to use as a regional asset to be utilized by the US DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

R. Each Sub-Recipient must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: [www.dnb.com](http://www.dnb.com) or <http://fedgov.dnb.com/webform>.

S. System for Award Management (SAM) registration is required for all applicants. Each Sub-Recipient shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

T. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

U. HSGP Sub-Recipients certify that they have read and agree to abide by the Sub-Recipient instructions provided in the sub-receipt instructions document provided by NCEM.

9. **Funding:** All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the Insert Federal Agency and NCEM for the purpose set forth and the MOA shall automatically terminate if funds cease to be available.

A. All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from USDHS, FEMA and Recipient for the purposes set forth and the MOA shall automatically terminate if funds

cease to be available. Allowable costs shall be determined in accordance with the applicable USDHS Program Guidelines, which include, but may not be limited to, the FY 2015 HSGP NOFOA, available at: [www.fema.gov](http://www.fema.gov), 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the USDHS Financial Management Guide available at [www.dhs.gov](http://www.dhs.gov). Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. **Taxes:** Sub-Recipient shall be considered to be an independent Sub- Recipient and as such shall be responsible for all taxes.
11. **Warranty.** As an independent sub-recipient, the Sub-Recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.
12. **Audit Requirements:** For all homeland security grant programs, Sub-Recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.
13. **State Property.** Sub-Recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-Recipient unless noted in section 2 of the MOA.
14. **Points of Contact.** To provide consistent and effective communication between Sub-Recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security and the Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-Recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-Recipient . All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information.
15. **Public Records Access:** While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

16. **Subcontracting:** If Sub-Recipient subcontracts any or all purchases or services required under this Agreement, then Sub-Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-Recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-Recipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFOA referenced herein.
17. **Situs:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
18. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
19. **Other Provisions/Severability:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
20. **Compliance with the law:** Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. ~~Sub-Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2015 HSGP NOFOA.~~
21. **Entire Agreement:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
22. **Modification.** This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-Recipient.
23. **Termination.** The terms of this agreement, as modified with the consent of all parties, will remain in effect until 2/28/2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If USDHS suspends or terminates funding in accordance with 2 CFR 200 and the FY2015 HSGP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.
24. **Budget and Scope of Work:**

SUB-RECIPIENT shall implement the HSGP Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

<u>Project Costs:</u>	
Federal Share:	\$20,000.00
State Share:	\$ 0.00
Local Share:	\$ 0.00
<u>TOTAL:</u>	\$20,000.00

B. Scope of Work Summary

Please see Attachment 1 for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance

SUB-RECIPIENT must also provide a semi-annual summary (progress report); no later than **July 15<sup>th</sup>** to the HSGP Grant Manager and/or Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be Provided at the Conclusion of Work (if applicable )

- i. Quarterly project progress reports.
- ii. Sub-Recipient involved legal action that pertains to Planning Training Exercise and Equipment purchased with HSGP ;
- iii. After action report from exercise;
- iv. Training course roster and description
- v. Any other documentation that would be pertinent.
- vi. Any invoices detailing the expenses associated with the project.

**IN PROCESS**

25. **Lobbying Prohibition:** The Sub-Recipient certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the N.C. General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. In any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sub- Recipient agrees to comply with above requirements

26. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 C.F.R. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as my be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

**Sub- Recipient agrees to comply with above requirements**

**27. Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** Sub-Recipient **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the USDHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the USDHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-Recipient receives federal financial assistance from the USDHS, and **HEREBY GIVES**

ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-Recipient hereby gives the following specific assurance with respect to the project:

- A. That the Sub-Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. That the Sub-Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:
  - i. The Sub-Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
- C. That the Sub-Recipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. The Sub-Recipient shall provide for such methods of administration for the program as are found by the Secretary of USDHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the USDHS and is binding on it, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

**Sub- Recipient agrees to comply with above requirements**

**28. ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Recipient executed in expending these grant funds.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a USDHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-Recipient, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-Recipient.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

- \* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

**Sub- Recipient agrees to comply with above requirements:**

**29. Assurance of Compliance with Privacy Act:** The Sub-Recipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a USDHS function.
- B. To notify USDHS when the Sub-Recipient or any of its third-party contractors, subcontractors,, sub recipients, or their employees anticipate a system of records on behalf of USDHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a USDHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a USDHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Subsections a through c in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the USDHS.

**Sub- Recipient agrees to comply with above requirements**

**30. Certification Regarding Drug-Free Workplace Requirements (Sub Recipients Other Than Individuals):**

This certification is required by the regulations implementing the *Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F*. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 44 CFR Part 2)

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub- Recipients workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Sub-recipient’s policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;



(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -

- (1) Taking appropriate personnel action against such an employee, up to and including termination, or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The Sub- Recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code)

Sub- Recipient agrees to comply with above requirements:

**31. Execution and Effective Date:** This grant shall become effective upon return of this original Grant Award and Memorandum of Agreement, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective 09/01/2015. The last signature shall be that of Frank L. Perry, Secretary for the North Carolina Department of Public Safety.

**32. Term of this Agreement:** This agreement shall be in effect from 09/01/2015 to 02/28/2018.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of 9/1/2015

N.C. DEPARTMENT OF  
PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT  
1636 GOLD STAR DR  
RALEIGH, NC 27607

MOORE COUNTY  
PO BOX 905  
CARTHAGE, NC 28327

DocuSigned by:  
*Michael A. Sprayberry*  
BY: 82F8FE514D40445  
MICHAEL A. SPRAYBERRY, DIRECTOR  
NORTH CAROLINA EMERGENCY MANAGEMENT

BY: \_\_\_\_\_  
WAYNE VEST, COUNTY MANAGER  
MOORE COUNTY

APPROVED AS TO PROCEDURES:

BY: \_\_\_\_\_  
JAMES J. CHEROKE, CONTROLLER  
DEPARTMENT OF PUBLIC SAFETY

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

DocuSigned by:  
*William Polk*  
BY: 2891B1CC4724404  
WILLIAM POLK, ASSISTANT GENERAL COUNSEL  
REVIEWED FOR THE DEPARTMENT OF  
PUBLIC SAFETY, BY WILLIAM POLK,  
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE  
PURPOSES OF THE US DEPARTMENT OF  
HOMELAND SECURITY GRANT PROGRAMS

BY: \_\_\_\_\_  
FRANK L. PERRY, SECRETARY  
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2015 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY FRANK L. PERRY, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

## **Attachment 1**

**Part 1: Basic Information**

<b>1.) Date of Submission</b>
03/22/2015

<b>2.) Project Name</b>
DPR 6 Communications Trailer upgrade

<b>3.) State or Regional (DPR) Project (If regional, include DPR number)</b>
DPR 6 Project

<b>4.) Total Funding Requested</b>
\$20,000.00

**A. Applicant Information**

(When awarded a grant, the applicant will be referred to as the sub-grantee)

<b>Applicant</b>	
Moore County Public Safety	
<b>DUNS Number</b>	050988146
<b>Registered in SAM?</b> <i>(Registration is required)</i>	Yes

**B. Applicant Point of Contact Information**

(Primary point of contact for all communication regarding the grant, if more than one add another box)

<b>Name</b>	Scot Brooks		
<b>Agency</b>	Moore County Public Safety		
<b>Title</b>	Deputy Director of Public Safety		
<b>Phone Work</b>	910-947-6308	<b>Phone Mobile</b>	
<b>Mailing Address</b>	302 South McNeil St P.O. Box 905		
<b>City</b>	Carthage	<b>ZIP + 4</b>	28327
<b>Email</b>			

**C. MOA Signatory Information:**

(Individual who has the authority to sign the grant agreement, if more than one add another box)

<b>Name</b>	Wayne Vest		
<b>Agency:</b>	Moore County		
<b>Title</b>	County Manager		
<b>Phone Work</b>	9109476317	<b>Phone Mobile</b>	9106383964
<b>Mailing Address (must be physical address, not PO Box)</b>	Mailing Address – PO Box 905 Carthage NC 28327		
	Shipping Address – 302 South McNeill St Carthage NC 28327		
<b>City</b>	Carthage	<b>ZIP + 4</b>	28327-0905
<b>Email</b>	sbrooks@moorecountync.gov		

**Part 2: Grant Proposal Information**

**A. Historical Information**

1.) Does this project support a previously awarded investment?	Yes
2.) If yes, from which year?	2014
3.) If yes, what was the project name?	DPR 6 Communications Trailer
4.) If yes, what was the funding amount awarded?	\$137,300

**B. Baseline: New or Ongoing Project**

1.) Is this project new or ongoing?	Ongoing
-------------------------------------	---------

<b>2.) This project will</b>	
<input type="checkbox"/>	Sustain or continue current capabilities
<input checked="" type="checkbox"/>	Complete a current project
<input type="checkbox"/>	Reduce a priority capability gap

**C. Project Information**

<b>1.) Which of the following State Priorities does the project address?</b>	
<input checked="" type="checkbox"/> Cyber Security	<input type="checkbox"/> Threats and Hazard Identification
<input checked="" type="checkbox"/> Economic Recovery	<input checked="" type="checkbox"/> Risk/Disaster Resiliency Assessment
<input type="checkbox"/> Fatality Management Services	<input checked="" type="checkbox"/> Mass Search and Rescue Operations
<input checked="" type="checkbox"/> Intelligence and Information Sharing	<input checked="" type="checkbox"/> Public Information and Warning
<input checked="" type="checkbox"/> Community Resilience	<input type="checkbox"/> Health and Social Services
<input checked="" type="checkbox"/> Mass Care Services	<input type="checkbox"/> Planning
<input type="checkbox"/> Public Health and Medical Services	<input checked="" type="checkbox"/> Long-term Vulnerability Reduction
<input type="checkbox"/> Risk Management for Protection Programs and Activities	<input type="checkbox"/> Other (Only select this option if this project does not fit in any other category)
<b>If other, explain why this project should be selected over others that address a priority gap?</b>	

<b>2.) Project Description</b>
<i>Please provide a summary of your project in 1000 characters or less.</i> This is a continuation project of our 2014 grant to construct a regional response full spectrum interoperable communications trailer by upgrading of equipment and service. With the \$20,000. Grant we would upgrade the system that we were awarded funding for in 2014. This project is currently in the early stages of the purchase process. With this funding we will be upgrading the AVL 1078k VSAT system to include an 8 watt BUC. This is a more robust service plan. We will also upgrade our VOIP and sat data service to a 5 year plan prepaid

<b>3.) Project Necessity</b>
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*This will address a Major gap identified in the May 2011 Digital Sandbox Risk and Capability Analysis for DPR 6. In the Analysis report it identifies Interoperable Communications issue Require Attention within DPR 6. We have also identified Interoperable Communications in the After Action and Improvement Plans for several exercises within DPR 6.*

**4.) Regionalization**

*Describe the regional nature of this project in 300 characters or less.*

The primary response district for this resource will be the DPR #6 counties. Many of which have credentialed Communications Unit Leaders and Communications Unit Technicians. This project will support the significant planning effort that has been ongoing in DPR 6, TICP development, COML/COMT training and provide a complete comm package for deployment.

Deployable? <i>Can the project be deployed to other jurisdictions?</i>	Yes
--	-----

Sharable? <i>If the asset cannot be moved, can it be shared with other jurisdictions?</i>	Yes
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**5.) Results Evaluation**

The upgrade will allow for a more robust system to ensure excellent connectivity. Having one trailer that will provide solid, high speed, dependable and redundant data, voice, cellular, broadband hotspot, and interoperable communications quickly to incidents scenes. This project will ensure a rapidly deployable resource within DPR 6 and across North Carolina.

**6.) Project Management**

*This project will be managed by Moore County Public Safety. Due to this system being a one of a kind the purchase process will not be a long term process. Once MOA has processed the unit would be purchased and training conducted within 60 days of DPR 6 personnel involved in the project.*

**7.) Sustainment**

The base line maintenance of the project will be provided by Moore County Public Safety.

**8.) Project Milestones:**

*1<sup>st</sup> quarter: MOA processed 2<sup>nd</sup> Quarter: Purchase of Unit 3<sup>rd</sup> Quarter: all training complete and reimbursements complete.*

**Part 3: Budget Information**

In addition to completing this section, applicants will need to submit at least one **Budget Sheet** attachment for every solution area in which they request funding.

**1.) Proposed Funding**

Solution Area	Amount of Funding \$	Funds Dedicated to LETP*
Planning	\$	\$

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Equipment	\$20,000.00	\$
Training	\$	\$
Exercises	\$	\$
<b>Total Proposed Funding:</b>	<b>\$20,000.00</b>	<b>\$</b>

*\*If applicable, provide the proposed funding amount that will be spent on Law Enforcement Terrorism Prevention (LETP).*

<b>2.) Fusion Center</b>	
Does this proposal contribute to development and operation of the fusion center?	Choose an item.
<i>If you selected "Yes", explain how it contributes</i>	

**Certification: I understand that:**

- No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. By submitting this project proposal you and all participating entities are certifying that your locality/state agency is NIMS compliant.
- Submission of the project proposal does not guarantee funding.
- Any projects allocated funds will be required to check all purchases against the Allowable Equipment Lists ([www.rkb.us](http://www.rkb.us)).
- Any changes made to this project after the submission deadline must be approved by the NCEM Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted.
- If the point of contact or MOA signatory changes, then it is the responsibility of the applicant to provide the new information to NCEM Planning and Homeland Security Section in a timely manner.
- This application includes the following:
  - Completed application
  - Completed budget sheet(s)



## **Attachment 2**

**QUARTERLY PROGRESS REPORT**

**Sub recipient: Moore County**

**FY15 HSGP – MOA # EMW-2015-SS-00062-S01-1537**

**Quarter (list dates):**

**Grant Award: \$ 20,000.00**

**Funds Expended Prior Quarters:**

**Funds Expended this Quarter:**

<b>Activities</b>	<b>Metric</b>	<b>Current Status</b>
I. Equipment	Date, current status (ex. List needs identified, items in vendor negotiation, purchased, placed in service, etc.)	

Quarterly Progress Reports are due:

January 15

April 15

July 15

October 15

## **Attachment 3**

### **Required Sub-Grantee File Documentation**

Sub-grantee or sub-recipient must meet the financial administration requirements in 44 CFR Part 13 and must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

Grant Award Letter

Memorandum of Agreement/ and Supporting Appendices

Quarterly Progress Reports

Completed cost report forms with invoices and proof(s) of payment

**Agenda Item:** VIII. H.  
1/5/2016  
**Meeting Date:**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Wayne Vest, County Manager  
**DATE:** January 5, 2016  
**SUBJECT:** FY 2017 Proposed Budget Calendar  
**PRESENTER:** Wayne Vest

**REQUEST:** Accept the proposed FY 2017 budget calendar and approve the following special/optional schedule.

- Tuesday, April 19-SCC, MCS, and Sandhills Center budget request presented to Board (**Regular Board Meeting**)
- Tuesday, May 3-Presentation of the proposed budget and call to public hearing (**Regular Board Meeting**)
- Tuesday, May 17- Budget public hearing at the regularly scheduled Board meeting
- Tuesday, June 7- Budget adoption at regularly scheduled Board meeting

**BACKGROUND:**

After receiving the proposed budget from the County Manager, The Board is required by GS 159-12(b) to hold a public hearing. In addition, the Board has traditionally held work sessions to analyze the budget in detail, gain an understanding of its impact and make modifications and changes as the Board deems appropriate. There is one (1) potential work session date. Last year, the Board held no work sessions.

**IMPLEMENTATION PLAN:**

By following the above schedule, the Board will adopt the FY 2017 Budget by the required date and meet all the statutory requirements to do so.

**FINANCIAL IMPACT STATEMENT:**

The staff and Board's actions detailed in the schedule above do not have a direct financial impact until it is adopted on June 7. With adoption, the financial plan for Moore County is put into place for the new fiscal year and the programs, actions, projects and revenues are approved for implementation.

**RECOMMENDATION SUMMARY:**

Approve the budget schedule which includes the statutory requirement for a public hearing to be held on Tuesday, May 17, 2016.

**SUPPORTING ATTACHMENTS:**

None