

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, NOVEMBER 16, 2021

REGULAR MEETING, 5:30 P.M.

CALL TO ORDER

INVOCATION – Rev. John Kane, St. Anthony of Padua Catholic Church

PLEDGE OF ALLEGIANCE – David Lambert, Solid Waste Director

I. PUBLIC COMMENT PERIOD (Procedures are attached to agenda.)

II. ADDITIONAL AGENDA

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

III. 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: November 2, 2021, Regular Meeting
- B. Resolution Adopting Records Retention and Disposition Schedules Dated 10/1/21
- C. Tax Releases/Refunds – October 2021
- D. Budget Amendments
- E. Personnel Policy Revision (Article VII)
- F. Position Classification and Pay Plan, Effective January 1, 2022
- G. Resolution Accepting Final High Offer to Purchase LRK# 00991604
- H. Resolution Authorizing Upset Bid Process for LRK# 00045503
- I. Two Contracts with Capital Ford, Inc. for Purchase of a Total of Five Vehicles
- J. Three Contracts with Performance Automotive Group for Purchase of a Total of Six Vehicles
- K. Airport Project Budget Ordinance and Resolution for Project # 36244.57.14.2
- L. Airport Project Budget Ordinance and Resolution for Project # 47208.3.1
- M. Airport Project Budget Ordinance and Resolution for Project # 36237.67.11.1, Rev. 1
- N. 2022 North Carolina Emergency Management Grant Program
- O. Opioid Settlements

IV. RECOGNITIONS

A. Digital Inclusion Month (Chris Butts, Information Technology Director)

V. PRESENTATIONS

A. Citizens Pet Responsibility Update (Angela Zumwalt / Tom Daniel)

VI. PUBLIC HEARINGS

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Administration – Request for Approval of Special Inspections Contract for Courthouse Project (Rich Smith, Capital Projects Manager)

B. Solid Waste – Request for Adoption of a Resolution Authorizing a Land Swap (David Lambert, Solid Waste Director)

IX. APPOINTMENTS

A. Juvenile Crime Prevention Council

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

XIII. CLOSED SESSION – if needed

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

Transportation Advisory Board, Wednesday, November 17, 3:00pm (Gregory)

Fire Commission, Thursday, November 18, 6:00pm (Ritter)

Thanksgiving Holidays, County Offices Closed, Thursday/Friday, November 25/26

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. 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 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS TUESDAY, NOVEMBER 2, 2021
REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 10:30am, Tuesday, November 2, 2021, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

Chairman Frank Quis, Jerry Daeke, Catherine Graham, Otis Ritter

Commissioners Absent:

Vice Chairman Louis Gregory

Chairman Quis called the meeting to order. Reverend Robert Kidd of Prosperity Friends Church offered the invocation and Health Director Robert Wittmann led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

The following offered comment: John Misiaszek, Keith Clark, Larry Caddell, Beth Ann Pratte, Tom LoSapio.

Chairman Quis asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none. CONSENT AGENDA

Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to approve the following consent agenda items:

Minutes: October 19, 2021, Regular Meeting

Budget Amendments

Resolution Accepting Final High Offer to Purchase LRK # 00043975

The budget amendments and resolution for purchase of LRK # 00043975 are hereby incorporated as a part of these minutes by attachment as Appendices A and B, respectively.

RECOGNITIONS

George Little – 2021 Trustee of the Year

Chairman Quis discussed that Sandhills Community College Board of Trustees Chairman George Little had recently been awarded as Trustee of the Year by the Association of Community College Trustees. He called forth former county commissioner and current College Trustee Vice Chairman Larry Caddell to offer comment as he had been present when Mr. Little was awarded at the conference in California in October. Mr. Caddell commented regarding Mr. Little's service. Chairman Quis then read a resolution to honor Mr. Little and presented the resolution to him on behalf of the Board. Mr. Little discussed the successes of the College, including a foundation that had grown from \$600,000 to \$45,000,000 plus and what that meant for Moore and Hoke County students. He noted also the caliber of instructors employed by the College. Commissioner Graham, a former College trustee, noted it was a privilege to have served. She discussed an anticipated nursing shortage with North Carolina facing a shortage of 20,000 registered nurses in 2022 and said she hoped Moore County would not be a part of that shortage as the new nursing building was being completed at the College, which would allow the College to double the number of nursing students. A copy of the resolution presented to Mr. Little is hereby incorporated as a part of these minutes by attachment as Appendix C.

Social Services – Adoption Awareness Month

Social Worker Charlotte Kelley presented and read for the Board's consideration a proclamation declaring November as Adoption Awareness Month. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to proclaim November as Adoption Awareness Month. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix D. Commissioner Graham, a member of the DSS Board, said that in her previous service as Clerk of Court, one of the happiest things for her was to sign final adoption orders. She thanked Ms. Kelley for all the work DSS was doing and thanked the County's attorneys for all they were doing to move the adoptions through the system.

PRESENTATIONS

Solid Waste – Land Swap and Upset Bid Properties

Solid Waste Director David Lambert provided a presentation regarding land swap and surplus property opportunities for the department. The presentation is hereby incorporated as a part of these minutes by attachment as Appendix E. Commissioner Graham inquired regarding whether the subject properties had been appraised, particularly one recommended to be considered to be disposed of via the upset bid process. Mr. Lambert said a market appraisal had not been done and Commissioner Graham suggested it should be considered, and Chairman Quis agreed. Mr. Lambert noted that comparisons with recent sales were done. County Manager Wayne Vest said there were a couple of firms the County could reach out to and noted the Board also could always reject the bids. Commissioner Daeke commented regarding law which required tax value to be equal or close to market value. He noted that tax value was only assessed every four years while the market went up and down, so he would recommend an appraisal also. Chairman Quis inquired about another nearby parcel on the map shown and Mr. Lambert said it was currently occupied but indicated he would look into it further. Commissioner Graham commented that it was a seller's market so the County may want to hold off on buying property.

NEW BUSINESS

Health – Request for Support for Registered Environmental Health Technician Position at the State Level

Health Director Robert Wittmann asked the Board to endorse a proposal to establish a Registered Environmental Health Technician position at the State level and to also seek the endorsement of the North Carolina Association of County Commissioners (NCACC) to do the same. Discussion followed regarding the education requirements, curriculum, partnership with East Carolina University and Western Carolina University, etc. Mr. Wittmann indicated his desire for the legislature to consider the position in the upcoming short session. Commissioner Ritter discussed a specific complaint regarding environmental health services for a citizen and significant delays. Mr. Wittmann acknowledged that he was short-staffed and he discussed staffing issues. He indicated a manpower study was done for Environmental Health and recommendations would be forthcoming. Commissioner Graham and Mr. Wittmann discussed that the requested two-year degreed position would be less responsibility and would free up the four-year degreed positions to do more of the intense work they were trained to do. There was further discussion regarding staffing issues statewide, and the opportunity for the newly created position to help in the long-term. Commissioner Graham stated her agreement that it was a positive move. Upon motion made by Chairman Quis, seconded by Commissioner Daeke, the Board voted 4-0 to endorse the proposal to establish a Registered Environmental Health Technician (REHT) position at the State level and to seek the endorsement of the NCACC to do the same. Mr. Wittmann's memo and accompanying documents provided to the Board are hereby incorporated as a part of these minutes by attachment as Appendix F.

Public Safety – Request for Approval of Zoll Medical Corporation Purchase Agreement

Public Safety Director Bryan Phillips requested approval for a sole source purchase agreement with Zoll Medical Corporation. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to enter into a purchase agreement with Zoll Medical Corporation to purchase 95% of utilized equipment, products, and accessories to receive discount pricing and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to approve the sole source document and authorize the Chairman to sign all necessary documents upon Moore County Attorney and Finance Officer approval. A copy of the sole source form is hereby incorporated as a part of these minutes by attachment as Appendix G.

Public Safety – Request for Approval to Purchase Ambulance Utilizing HGAC-Buy

Public Safety Director Bryan Phillips requested approval to purchase an ambulance. Commissioner Ritter inquired regarding the price and Mr. Phillips further explained. Chairman Quis asked if with this purchase he would be properly equipped and Mr. Phillips said yes and that it fit with the fleet management program. Chairman Quis asked what the reserve fleet was and Mr. Phillips said three ambulances. There was further discussion between Mr. Phillips and Commissioner Ritter regarding heavy-duty versus medium-duty. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 4-0 to approve a purchase contract with Northwestern Emergency Vehicle for one new 2021 Dodge Ram 5500 AEV Type 1 Modular Ambulance utilizing the Houston-Galveston Area Council (H-GAC) cooperative purchasing program

and award a contract to the vendor, Northwestern Emergency Vehicles, Inc., which is identified by the H-GAC AM10-20 and is incorporated by reference in the contract, and upon approval from Finance and the County Attorney, authorize the Chairman to sign all necessary documents. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 4-0 to approve the budget amendment appropriating \$20,000 from fund balance and authorize the Chairman to sign all necessary documents. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix H.

Public Safety – Request for Approval of Contract to Participate in Duke University EMS Research Study

Public Safety Director Bryan Phillips requested approval of a contract to participate in a research study with Duke University. Randomized Cluster Evaluation of Cardiac Arrest Systems (RACE-CARS) was described as a real-world cluster-randomized trial designed to evaluate a multifaceted community and health systems intervention aimed to improve outcomes of out-of-hospital cardiac arrest. Commissioner Graham commented regarding the contract and asked if it had been reviewed by the County Attorney and Mr. Phillips said yes. Commissioner Graham asked specifically about a portion of the contract regarding liability insurance and County Attorney Misty Leland said she would have to look back at the contract as it had been some time since she had reviewed it but noted that liability insurance was in almost all of the contracts. Commissioner Graham also inquired regarding the confidentiality of participating patients' information and ensuring there was no leak. Mr. Phillips noted that it would be no different than normal and the data was already being entered in the CARES registry. Commissioner Graham inquired regarding extra duties for employees and Mr. Phillips explained it would not be an issue. Commissioner Graham asked if it was found to take more personnel time if participation could be stopped without penalty and Mr. Phillips said yes. She asked again about insurance coverage and Ms. Leland said the County and Duke were both required to have it. Chairman Quis asked if FirstHealth was also participating and Mr. Phillips was not sure but said he believed so. After brief further comments, upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 4-0 to approve the contract between the County of Moore – EMS and Duke University to participate in a research study – Randomized Cluster Evaluation Cardiac Arrest Systems (RACE-CARS) and authorize the Chairman to sign all necessary documentation upon approval of the County Attorney and Finance Officer.

APPOINTMENTS

Aging Advisory Council

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to reappoint Loretta Jacobs to the Aging Advisory Council for a three-year term expiring November 30, 2024.

Planning Board

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to appoint Tucker McKenzie to the Planning Board to fill the unexpired term of a former member through June 30, 2023. Upon motion made by Chairman Quis, seconded by Commissioner Graham, the Board voted 4-0 to appoint Farrah Pulliam to the Planning Board to fill the unexpired term of a former member through June 30, 2023. COMMISSIONERS' COMMENTS

Commissioner Ritter offered that he would not seek re-election in the coming year and commented regarding his service and his appreciation for staff. Commissioner Graham noted that Commissioner Ritter was currently the longest serving member on the Board and said that it had been a pleasure serving with him. She said he had been a good commissioner and would continue to be as he completed his term.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to adjourn the November 2, 2021, Regular Meeting of the Moore County Board of Commissioners at 12:18pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

Agenda Item: Meeting Date: 11/16/2021 MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 11/03/2021 SUBJECT: Adoption of Updated Records Retention and Disposition Schedules REQUEST:

Adopt the Records Retention and Disposition Schedule – General Records Schedule: Local Government Agencies and the Records Retention and Disposition Schedule – Program Records Schedule: Local Government Agencies issued by the North Carolina Department of Cultural Resources, Division of Archives and Records, Government Records Section, dated October 1, 2021.

BACKGROUND:

The County currently adheres to the Records Retention and Disposition Schedule for County Management issued by the NC Department of Natural and Cultural Resources, Division of Archives and Records, Government Records Section on April 15, 2013 in conjunction with the Records Retention and Disposition Schedule – General Records Schedule for Local Government Agencies issued March 1, 2019. Updates have been made to these schedules. The Records Retention and Disposition Schedule – General Records Schedule: Local Government Agencies and the Records Retention and Disposition Schedule – Program Records Schedule: Local Government Agencies were issued by the North Carolina Department of Natural and Cultural Resources, Division of Archives and Records, Government Records Section on October 1, 2021. As previously, the updated schedules require agencies to determine the retention period for records to be discarded “when reference value ends,” and three years is the retention period advised for those records.

The Department of Natural and Cultural Resources advises county sheriff’s offices to continue to use their specific standalone schedule and likewise recommends county tax administration offices continue to follow the County Tax Administration Schedule.

IMPLEMENTATION PLAN:

Upon adoption, the Schedule will be signed by the Chairman, filed with the Department of Natural and Cultural Resources, and shared with department directors who will ensure the standards are followed.

RECOMMENDATION SUMMARY:

Make a motion to approve a Resolution to Adopt the Records Retention and Disposition Schedules, General Records and Program Records, Dated October 1, 2021, and authorize the Chairman to sign the Resolution and the retention schedules.

ATTACHMENTS:

- Resolution
- General Records Schedule: Local Government Agencies Dated October 1, 2021 (available in Clerk's office)
- Change Log for General Records Schedule: Local Government Agencies
- Program Records Schedule: Local Government Agencies Dated October 1, 2021 (available in Clerk's office)
- Change Log for Program Records Schedule: Local Government Agencies

A RESOLUTION TO ADOPT THE RECORDS RETENTION AND DISPOSITION SCHEDULES, GENERAL RECORDS AND PROGRAM RECORDS, FOR LOCAL GOVERNMENT AGENCIES DATED OCTOBER 1, 2021

WHEREAS, a public record is defined as any document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data-processing record, artifact or other documentary material, despite physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency in North Carolina government or its subdivisions; and

WHEREAS, recommended records retention and disposition schedules are issued by the North Carolina Department of Cultural Resources, Division of Archives and Records, Government Records Section; and

WHEREAS, the County of Moore currently follows the Records Retention and Disposition Schedule – County Management issued by the Department of Cultural Resources on April 15, 2013 in conjunction with the Records Retention and Disposition Schedule – General Records for Local Government Agencies issued by the Department of Cultural Resources on March 1, 2019; and

WHEREAS, the Records Retention and Disposition Schedule – General Records Schedule: Local Government Agencies and the Records Retention and Disposition Schedule – Program Records Schedule: Local Government Agencies were issued by the Department of Cultural Resources on October 1, 2021; and

WHEREAS, the County acknowledges the requirement in these schedules issued October 1, 2021, for an agency policy regarding the retention period for disposal of records kept until “when reference value ends,” and regards three years as an appropriate timeframe to retain such records; and

NOW, THEREFORE, BE IT RESOLVED that the Moore County Board of Commissioners hereby adopts the Records Retention and Disposition Schedule – General Records Schedule: Local Government Agencies and the Records Retention and Disposition Schedule – Program Records Schedule: Local Government Agencies issued by the North Carolina Department of Cultural Resources, Division of Archives and Records, Government Records Section, dated October 1, 2021; and

BE IT FURTHER RESOLVED that the Board of Commissioners deems the appropriate time to retain all records to be discarded “when reference value ends” per this schedule as a period of no less than three years.

This the 16th day of November 2021.

Francis R. Quis, Jr., Chairman

ATTEST:

Laura M. Williams, Clerk to the Board

Changes in 2021 General Records Schedule: Local Government Agencies

1

This change log notes all substantial changes from the 2019 to the 2021 version of the General Records Schedule: Local Government Agencies.

For simplicity, wordsmithing, typographical corrections, pointers to other records series, and modifications to citations have not been tracked.

Substantive changes are listed in the left-hand column. In the center column are the titles of new records series that have been added to the

schedule. In the right-hand column are records series that have been discontinued because the records are no longer created or received by

local government agencies (or in cases where these are listed in the same row as a series that was changed, these records have been combined

into that broader records series). The index to the schedule also includes pointers where one series was subsumed into another.

Please note that what had been the Personnel Records standard (Standard 6) has been retitled as the Human Resources standard;

alphabetization means this is now Standard 4 (and IT Records and Legal Records have been shifted to standards 5 and 6 respectively).

This updated schedule also includes in the appendix a section entitled "Related Records Series Found in Local Agency Program Schedules," which

identifies records series within the Local General Schedule (indicated with @) that have similar records series on local program schedules.

Changes New Items Discontinued Items

Standard 1: Administration and Management Records

ACCREDITATION RECORDS

Added to description outside evaluations of agency

ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES

Added description and modified disposition instructions

AUDITS: PERFORMANCE

Added disposition instructions for PCI attestation reports

CONSTITUENT COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS

Changed title from Citizen to Constituent; clarified that requests for reasonable accommodation included in this series are those from the general public; changed

retention for all complaints to 1 year

Changes in 2021 General Records Schedule: Local Government Agencies

2

Changes New Items Discontinued Items

CONSTITUENT SURVEYS

Changed title from Citizen to Constituent

FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS

Clarified this series also includes records related to agency-owned property as well as warranties

GRANTS

Added to description any required certifications and disclosures; specified disposition for grants funded by local appropriations

HISTORICAL DESIGNATIONS RECORDS

LOGISTICS MATERIALS

Added agency activities to the description and modified disposition instructions

MISCELLANEOUS (NON-BUILDING)

APPLICATIONS, LICENSES, AND PERMITS

Added to description free government-issued business permits

OFFICE AND PROPERTY SECURITY RECORDS

Changed title from Office Security Records; added property to the description and added disposition instructions for recordings that may necessitate action by law enforcement

PHONE LOGS

Changes in 2021 General Records Schedule: Local Government Agencies

3

Changes New Items Discontinued Items

Inserted PUBLIC BODIES at beginning of series

titles to group together:

- Agenda and Meeting Packets (also added exhibits to description)
- Applications for Appointment
- Appointment Reports
- Audio and Video Recordings of Meetings
- Notices of Public Meetings (renamed Meeting Notices)
- Governing and Advisory Body Member File (renamed Member Files)
- Minutes of Public Bodies (renamed Minutes)

PUBLIC BODIES: CORRESPONDENCE

REBATE PROGRAM RECORDS

Deleted Citizen from title

REPORTS AND STUDIES

Added a specific disposition for quarterly reports

REQUESTS FOR PROPOSALS

Specified inclusion of elements created by the agency (e.g., notices, evaluations)

STAFF MEETINGS FILE

Renamed from Minutes (Staff Meetings) and added additional materials relevant to internal meetings along with materials from external that had been listed in Agenda and Meeting Packets

STRATEGIC PLAN

Renamed from Comprehensive Plan, added mission statements to the description, and clarified disposition instructions

Changes in 2021 General Records Schedule: Local Government Agencies

4

Changes New Items Discontinued Items

Standard 2: Budget, Fiscal, and Payroll Records

ACCOUNTS PAYABLE

Modified disposition of reimbursements to reflect DES requirements

ACCOUNTS RECEIVABLE

Modified description to add records for debt setoff program

BOND CLOSING RECORDS

Increased retention requirement to mirror state requirements

GRANTS: FINANCIAL

Specified disposition for grants funded by local appropriations

LONGEVITY PAY

Increased retention to reflect DES requirements

PAYROLL AND EARNINGS RECORDS

Increased retention to reflect DES requirements; added employer contributions to description

PAYROLL DEDUCTION RECORDS

Added retirement deductions to description

SHIFT PREMIUM PAY

Increased retention to reflect DES requirements

TAX FORMS

Increased retention to reflect DES requirements

TIME SHEETS, CARDS, AND ATTENDANCE RECORDS

Increased retention to reflect DES requirements

TRAVEL REIMBURSEMENTS

Increased retention to reflect DES requirements

Standard 3: Geographic Information System (GIS) Records

MAPS: ALL OTHER

Included paper maps in description

Changes in 2021 General Records Schedule: Local Government Agencies

5

Changes New Items Discontinued Items

Standard 4: Human Resources Records (previously Personnel Records)

APPLICATIONS FOR EMPLOYMENT

Added pointer in disposition to Seasonal and Contract Workers

BENEFITS RECORDS

Specified disposition for correspondence with providers

CERTIFICATION AND QUALIFICATION RECORDS

Already covered by Training and Educational Records; Conferences and Workshops

HAZARDOUS MATERIALS TRAINING RECORDS

Added to description documentation of loans of radioactive materials for training purposes

MEDICAL RECORDS

Clarified description to include records of employees, contractors, and volunteers; expanded description of health and physical examinations

PERSONNEL RECORDS (OFFICIAL COPY)

Clarified description to specify employees eligible for benefits

POLICIES AND PROCEDURES (PERSONNEL)

Added description; deleted disposition for non-internal records, which should be considered part of the Reference (Reading) File, and added disposition for HR administrative records (e.g., employee orientation materials)

Changes New Items Discontinued Items

RETIREMENT RECORDS

Clarified description; removed separate disposition for deferred compensation – those that are from retirement plans are covered in this item, and those that are for some sort of bonus should be treated as Payroll and Earnings Records

TRAINING AND EDUCATIONAL RECORDS

Added general training materials to description; added disposition for expired employee certifications/qualifications along with one for general training materials

UNEMPLOYMENT COMPENSATION CLAIMS

Increased retention to reflect DES requirements

UNEMPLOYMENT COMPENSATION REPORTS

Increased retention to reflect DES requirements

Standard 5: IT Records

Clarified retention for fixity check documentation

Standard 6: Legal Records

ANNEXATION RECORDS

Specified disposition for withdrawn petitions

CIVIL RIGHTS CASE RECORDS

Specified disposition for employee requests for reasonable accommodations

ENCROACHMENTS

Changed description from citizens to residents

EXPUNCTIONS

INVESTIGATION AND HEARING RECORDS

REASONABLE ACCOMMODATIONS

Already covered by Constituent Comments, Complaints, Petitions, and Service Requests

SETTLEMENTS

Changes in 2021 General Records Schedule: Local Government Agencies

7

Changes New Items Discontinued Items

Standard 8: Risk Management Records

DISASTER RECOVERY

Clarified description and specified disposition
for records evaluating the efficacy of recovery
efforts

EMERGENCY NOTIFICATIONS

Moved from the Emergency Services
standard of the old County Management
schedule

FIRE, HEALTH, AND ENVIRONMENTAL SAFETY RECORDS

Added Environmental to the series title and
added specific dispositions for inspection
reports and safety audits

FIXED NUCLEAR FACILITIES PLANS FILE

Moved from the Emergency Services
standard of the old County Management
schedule

HAZARDOUS MATERIALS MANAGEMENT

Broadened description and added numerous
dispositions for particular types of hazardous
materials; now includes asbestos management
plans

ASBESTOS MANAGEMENT PLAN

LOST, STOLEN, OR DAMAGED PROPERTY REPORTS

Deleted citizen from description

NATIONAL FLOOD INSURANCE PROGRAM RECORDS

Moved from the Emergency Services
standard of the old County Management
schedule

CHANGE LOG FOR
PROGRAM RECORDS SCHEDULE:
LOCAL GOVERNMENT AGENCIES

Issued By:

North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section
October 1, 2021

EXECUTIVE SUMMARY

This document lists the changes that have been made from the Municipal Records Retention and Disposition Schedule issued on September 10, 2012 as well as the County Management Records Retention and Disposition Schedule issued on April 15, 2013 that are now present in the 2020 Program Records Schedule for Government Agencies. While previously adopted amendments, grammatical and alphabetization changes, wordsmithing, and the updating of citations are not listed, substantive changes are listed in the left-hand column. In the center column are the titles of new records series that have been added to the schedule. In the right-hand column are records series that have been either superseded by the General Records Schedule: Local Government Agencies or discontinued because the records are no longer created or received by local departments.

MUNICIPAL AND COUNTY MANAGEMENT CLARIFICATION

While some items included below were identical on the Municipal and County Management schedules, there are cases where an item was only on one schedule or had a different name on each schedule. In those cases, the item will have either an (M) or a (CM) after its title. An (M) indicates that the referenced item was only on the Municipal schedule. A (CM) indicates that the referenced item was only on the County Management schedule. When titles differ, or when multiple items from one schedule fall under a larger term in the other schedule, all previous item titles are provided.

STANDARD 10: AIRPORT AUTHORITY RECORDS
CHANGES NEW ITEMS DISCONTINUED ITEMS
STANDARD 10: AIRPORT AUTHORITY RECORDS
AIRPORT CERTIFICATION MANUAL

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management Records),
Accreditation Records.

COMMUNICATIONS RECORDINGS
See General Records Schedule: Local
Government Agencies, Standard 7 (Public
Relations Records), Audio-Visual Recordings.

STANDARD 11: ANIMAL SERVICES RECORDS

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 11: ANIMAL SERVICES RECORDS

ACTIVITY REPORTS (ANIMAL CONTROL)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

ANIMAL ABUSE AND CRUELTY RECORDS

Used the records series title from the County Management schedule; changed disposition instructions from Municipal schedule to match County Management schedule.

ANIMAL ABUSE CASES (M)

ANIMAL CRUELTY RECORDS (M)

ANIMAL BITE RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

ANIMAL COMPLAINT RECORDS

Removed reference to abuse records, which are separately covered in "Animal Abuse and Cruelty Records."

ANIMAL CONTROL RECORDS

Removed animal abuse case disposition instructions, which are separately covered in "Animal Abuse and Cruelty Records"; added disposition instructions for animal control citations and compliance orders.

ANIMAL CONTROL CITATIONS/COMPLIANCE ORDERS

DANGEROUS ANIMAL RECORDS

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 11: ANIMAL SERVICES RECORDS

ANIMAL SHELTER RECORDS ANIMAL ADOPTION RECORDS

CERTIFICATES OF ANIMAL RELEASE

IMPOUNDMENT RECORDS (M)

OWNER CONTACT NOTICE RECORDS

SHELTER DISPOSITION SHEETS

RABIES CONTROL REPORTS

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reports and Studies.

REFERENCE MATERIAL (ANIMAL CONTROL)

(M)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reference File.

RABIES VACCINATION RECORDS

Clarified title of "Vaccination Records."

STANDARD 12: CODE ENFORCEMENT AND INSPECTION RECORDS

(This standard previously encompassed STANDARD 5: BUILDING INSPECTION RECORDS (of the Municipal schedule) and STANDARD 5: CODE ENFORCEMENT AND INSPECTION RECORDS (of the County Management schedule))

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

BLUEPRINTS AND SPECIFICATIONS

Disposition was amended to change “b” disposition from “1 year after permit is issued” to “1 year after completion of project.”

For agency-owned buildings, see General Records Schedule: Local Government Agencies, Standard 1, (Administration and Management Records), Blueprints and Specifications.

BUILDING AND FIRE CODE VIOLATIONS CASES (Municipal)

See Violations: Building and Housing

BUILDING INSPECTION REPORTS (Municipal)

See Building and Road Permitting and Inspection Records.

BUILDING PERMITS AND APPLICATIONS

(Municipal)

See Building and Road Permitting and Inspection Records.

BUILDING PERMIT LOG (Municipal)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

BUILDING PERMIT RECEIPT BOOKS (Municipal)

See Permit Receipt Books.

BUILDING TRADES CERTIFICATIONS (Municipal)

See Trades Certifications.

BURNING PERMITS (BUILDING INSPECTIONS)

(Municipal)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reference (Reading File)

BUSINESS CERTIFICATION RECORDS (County

Management)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Business Certification Records

CERTIFICATES OF OCCUPANCY (Municipal)

See Building and Road Permitting and

Inspection Records.

CONSTRUCTION REPORTS (Municipal)

See Reports: Monthly Building Permits and

Construction.

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

CONTRACTORS LICENSING (Municipal)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reference (Reading File)

DEMOLITION FILE (Municipal)

See Building and Road Permitting and

Inspection Records.

ENCROACHMENTS OF RIGHT-OF-WAY

APPLICATIONS AND PERMITS (Municipal)

See Permits: Encroachments of Right-of-Way.

EROSION AND SEDIMENT CONTROL

AFFIDAVITS

See General Records Schedule: Local

Government Agencies, Standard 6 (Legal

Records), Litigation Case Records.

FACILITY MAINTENANCE, REPAIR, AND

INSPECTION (County Management)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Facility Maintenance, Repair, and Inspection
Records.

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

HAZARDOUS WASTE DISPOSAL RECORDS

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Hazardous Materials Management.

ILLEGAL DUMPING FILE

Cross-reference added to Violations.

INSPECTIONS (Municipal)

Inspection records now separated into different categories within schedule depending on kind of inspection. For records concerning violations, see Violations.

INSPECTIONS

Standardized retention period for all inspections at 6 years (increasing that for Sewage Disposal Systems from 2 years and for Substandard Housing and Unsafe Buildings from 5 years)

INSPECTIONS: ELECTRIC POWER AND NATURAL GAS SYSTEM (County Management)

INSPECTIONS: PERIODIC REPORTS OF INDUSTRIAL FACILITIES (County Management)

INSPECTIONS: SANITARY LANDFILL (County Management)

INSPECTIONS: SEWAGE DISPOSAL SYSTEM (County Management)

INSPECTIONS: SUBSTANDARD HOUSING AND UNSAFE BUILDINGS (County Management)

INSPECTIONS: WASTE LOADS (County Management)

INSPECTIONS: WATER AND WASTEWATER SYSTEM (County Management)

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

INSPECTIONS: ENVIRONMENTAL HEALTH

SUMMARIES (County Management)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reference (Reading File)

INSPECTOR WORKSHEETS (Municipal)

See Inspections

LABORATORY OPERATIONS RECORDS (County
Management)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reference (Reading File)

LANDFILL OPERATIONAL PLAN (County
Management)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Strategic Plan.

MAPS, PLATS, AND DRAWINGS (Municipal)

See Program Schedule for Local Government

Records, Standard 15 (Planning and Regulation

of Development Records), Maps, Plats, and

Drawings (Official).

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

MANUFACTURED HOME PERMITS (Municipal)

See Program Schedule for Local Government Records, Standard 15 (Planning and Regulation of Development Records), Permits: Temporary Manufactured Home.

MONTHLY BUILDING PERMITS AND
CONSTRUCTION REPORTS (Municipal)

See Reports: Monthly Building Permits and Construction.

NORTH CAROLINA SEDIMENTATION AND
POLLUTION CONTROL COMMISSION

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading File)

PERIODIC INSPECTION REPORTS (Municipal)

See Inspections

PERMIT LOG (County Management)

Record no longer applicable.

PERMITS: BURNING (County Management)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading File)

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

PERMITS: FACILITIES USE (County Management)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Equipment, Facility, and Vehicle Usage Records.

PERMITS: LANDFILL (County Management)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reference (Reading File)

PERMITS: MISCELLANEOUS (NON-
CONSTRUCTION)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Miscellaneous (Non-Building) Applications,

Licenses, and Permits.

REPORTS: DAILY WATER AND WASTEWATER

FACILITY OPERATORS LOG

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reports and Studies.

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

REPORTS: DISCHARGE MONITORING

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management Records),
Reports and Studies.

REPORTS: ENVIRONMENTAL HEALTH (County
Management)

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management Records),
Reports and Studies.

REPORTS: LANDFILL MONITORING

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management Records),
Reports and Studies.

REPORTS: U.S. ENVIRONMENTAL
PROTECTION AGENCY (EPA)

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management Records),
Reports and Studies.

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

REPORTS: WASTEWATER MAINTENANCE OPERATION

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),
Reports and Studies.

SEWAGE DISPOSAL SYSTEM INSPECTION REPORTS (Municipal)

See Inspections: Sewage Disposal Systems.

STREET ADDRESS LOG (Municipal)

See Program Schedule for Local Government

Agencies, Standard 19 (Street Maintenance,
Public Works, and Engineering Records), Street
Name and House Number File.

STREET INFORMATION

See Program Schedule for Local Government

Agencies, Standard 19 (Street Maintenance,
Public Works, and Engineering Records), Street
Name and House Number File.

SUBSTANDARD HOUSING INSPECTION REPORTS (Municipal)

See Inspections

CHANGES NEW ITEMS RELOCATED AND DISCONTINUED ITEMS

STANDARD 12: CODE ENFORCEMENT RECORDS

TROUT BUFFER VARIANCES (County Management)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reference (Reading File)

VIOLATIONS

Description expanded to describe various kinds of violations.

Changed retention from 3 years to 6 years;
added "b" to account for "remaining records."

VIOLATIONS: SOLID WASTE MANAGEMENT

Changed "produced" to "issued" in item description.

WASTE OIL, BATTERIES, AND ELECTRONICS COLLECTION FILE

See General Schedule for Local Government Records, Standard 8 (Risk Management Records), Hazardous Materials Management.

WATER ANALYSIS

Cross-reference added to Violations.

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

The most significant change from the previous schedule is that all items pertaining to Emergency Management are now included in the General Records Schedule: Local Government Agencies. Since Emergency Management is a function carried out by various local agencies, and since Emergency Management is not necessarily an agency paired with Emergency Medical Services (EMS) and Fire Departments, it is logical to place the Emergency Management items in the General Schedule where they apply to all local agencies. All Emergency Management specific standards will now be found in Standard 8 (Risk and Emergency Management) of the General Records Schedule: Local Government Agencies, to be reflected in the new revisions to the General Schedule for 2020.

Clarification note added to the standard introduction concerning body-worn camera footage from EMS and Fire Department personnel that reads: Footage from body-worn cameras is classified with the content captured or the purpose of the footage rather than by its format.

Recordings may fit under FIRE INVESTIGATION CASE FILES, DISPATCH RECORDS AND RECORDINGS, PUBLICITY RECORDS (General Schedule), TRAINING AND EDUCATIONAL RECORDS, and other items as appropriate. Footage is only confidential if it fits within an item where confidentiality is conferred by state or federal statute.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

.. 911 CALL RECORDINGS (CM)

911 TAPE RECORDINGS (M)

See 911 Communication Records and Recordings.

911 COMMUNICATION RECORDS AND RECORDINGS

This item includes 911 Communication Records and 911 Call Recordings. Description explicitly includes both calls and text messages. New retention for all 911 records is retain for 30 days unless made part of a case file.

911 COMMUNICATION RECORDS

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

911 FILE

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Policies and Procedures OR General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Training and Educational Records.

ACCIDENT FILE (M)

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Accident/Incident Reports (Customer and Employee).

ACTIVITY REPORTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

AMBULANCE CALL REPORTS (ACR)/PATIENT CARE REPORTS (PCR)

Minimum retention period now three years after case is closed rather than eleven years. Confidentiality statutes also added.

PATIENT CARE REPORTS (M)

AMBULANCE DISPATCH RECORDS

See Dispatch Records and Recordings.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

AMBULANCE SERVICE RUN LOG

See Dispatch Records and Recordings.

ANNUAL REPORT (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

ANNUAL SUBMISSION ON PERSONNEL AND ADMINISTRATION FUNDS FILE

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

BUILDING AND FIRE SAFETY SYSTEM PLANS

Revision of Plans item to clarify coverage of building and fire safety plans for commercial, industrial, and government-owned properties, as per records typically held by local fire marshals.

BUILDING INSPECTIONS

See Fire Safety Inspections and Permits. Other kinds of inspections are found in the Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement Records).

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

COMPANY RUN REPORT (FIRE JOURNAL)

See Dispatch Records and Recordings.

CONSOLIDATED MONTHLY REPORTS

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),
Reports and Studies.

DAILY LOG (M)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),
Reports and Studies.

. DISASTER AND EMERGENCY MANAGEMENT PLANS

See General Records Schedule: Local

Government Agencies, Standard 8 (Risk

Management Records), Disaster and
Emergency Management Plans.

DISPATCH FILE (M)

See Fire Dispatch File.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

DISPATCH RECORDS AND RECORDINGS

Consolidated item includes Ambulance Dispatch Records, Ambulance Service Run Log, Company Run Report (Fire Journal), Fire Alarm Journal, and Fire Dispatch File. Item description expanded to include body-worn camera footage from EMS and Fire Department personnel responding to an emergency unless footage fits explicitly within another item. New retention of all items is 30 days unless made part of a case file. Confidentiality statutes also added.

DISPATCH RECORDINGS

EMERGENCY NOTIFICATIONS

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Emergency Notifications.

EMERGENCY SERVICES BILLING RECORDS (M)

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Receivable.

EMERGENCY SERVICES CORRESPONDENCE

(M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Correspondence and Memoranda.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

EQUIPMENT RECORDS (APPARATUS AND
MAINTENANCE FILE) (M)

See General Records Schedule: Local

Government Agencies, Standard 8 (Risk
Management Records), Emergency Drills and
Equipment Records.

EQUIPMENT RECORDS (APPARATUS
OPERATING EXPENSE FILE) (M)

Purchase orders of equipment are now found
in General Records Schedule: Local
Government Agencies, Standard 2 (Budget,
Fiscal, and Payroll Records), Purchase Orders

Reports of expenditures relating to the usage
and upkeep of equipment fall under General
Records Schedule: Local Government
Agencies, Standard 2 (Budget, Fiscal, and
Payroll Records), Budget Reports.

EQUIPMENT RECORDS (APPARATUS TEST
REPORTS) (M)

See General Records Schedule: Local

Government Agencies, Standard 8 (Risk
Management Records), Emergency Drills and
Equipment Records.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

EQUIPMENT RECORDS (EQUIPMENT ISSUED
TO FIREFIGHTERS AND EMERGENCY
PERSONNEL) (M)

See General Records Schedule: Local
Government Agencies, Standard 8 (Risk
Management Records), Emergency Drills and
Equipment Records.

EQUIPMENT RECORDS (HOSE RECORDS) (M)

See General Records Schedule: Local
Government Agencies, Standard 8 (Risk
Management Records), Emergency Drills and
Equipment Records.

EQUIPMENT RECORDS (HOSE TESTS) (M)

See General Records Schedule: Local
Government Agencies, Standard 8 (Risk
Management Records), Emergency Drills and
Equipment Records.

EVACUATION PLANS

See General Records Schedule: Local
Government Agencies, Standard 8 (Risk
Management Records), Disaster and
Emergency Management Plans.

EXPOSURE RECORDS (M)

See General Records Schedule: Local
Government Agencies, Standard 4 (Human
Resources Records), Medical Records.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

FEDERAL ASSISTANCE PROGRAMS

REFERENCE RECORDS (M)

As reference copies, these records can be destroyed when their reference value ends for the agency.

FIRE ALARM JOURNAL

See Dispatch Records and Recordings.

FIRE INSPECTION REPORTS (M)

See Fire Safety Inspections and Permits.

FIRE INVESTIGATION CASE FILES

Confidentiality statute added for criminal investigations. Description modified to allow for agency's decision as to what to include in a fire investigation file. Cross-reference added to Case History File: Felonies and Case History File: Misdemeanors from the Law Enforcement Records standard of the Local Program Schedule.

FIRE INVESTIGATION RECORDS

See Fire Investigation Case Files.

FIRE LIMITS ORDINANCES

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Ordinances.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

FIRE SAFETY INSPECTIONS AND PERMITS

Item renamed to reflect inclusion of permits.

FIRE SAFETY INSPECTIONS (CM)

FIXED NUCLEAR FACILITIES PLANS FILE

See General Schedule, Standard 8 (Risk Management Records), Nuclear Facilities Plans File. Retention changed from “destroy in office after 3 years” to “destroy in office when superseded or obsolete.”

HOSE RECORDS (CM)

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Emergency Drills and Equipment Records.

HYDRANT RECORDS (CM)

HYDRANT RECORDS (LOCATION AND MAIN SIZE) (M)

HYDRANT RECORDS (MAINTENANCE AND TEST FILE) (M)

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Emergency Drills and Equipment Records.

INVENTORY RECORDS FILE (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Inventories.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

LOCAL EMERGENCY PLANNING COMMITTEE

MINUTES

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Public Bodies: Minutes.

LOCAL EMERGENCY COMMITTEE PLANS

See General Records Schedule: Local

Government Agencies, Standard 8 (Risk

Management Records), Disaster and

Emergency Management Plans.

NATIONAL FLOOD INSURANCE PROGRAM
RECORDS

See General Records Schedule: Local

Government Agencies, Standard 8 (Risk

Management Records), National Flood

Insurance Program Records.

NORTH CAROLINA FIRE ASSOCIATION
RECORDS

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Membership Records.

NORTH CAROLINA FIRE CASUALTY REPORT

Original copy retained by N.C. State Fire

Commission and covered in retention

schedule for state agencies.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

NORTH CAROLINA FIRE INCIDENT REPORT

Retention for original items remains permanent. Retention for copies provided to other agencies moved to General Records
Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

NORTH CAROLINA FIREMAN'S PENSION FUND

PRINTOUT

Removed from schedule. Printouts are not the record copy of the item. The records of the Fireman's Pension Fund are maintained at the state level. Agencies may create printouts as needed, but they have no responsibility for maintaining printouts as a public record unless the local agency changes its content.

NOTIFICATION TO CORRECT (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement Records), Violations.

NUCLEAR CIVIL PROTECTION PLAN

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Disaster and Emergency Management Plans.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

OPERATIONS FILE (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Correspondence OR Logistics Materials.

PATIENT CARE REPORTS (M)

See Ambulance Call Reports/Patient Care Reports.

PHARMACEUTICAL AND NARCOTICS RECORDS

Consolidated item added with explanatory description and CFR citation to reflect DEA requirements for tracking administration of controlled substances. Confidentiality statutes also added.

PHARMACEUTICAL RECORDS

PLANS

See Building and Fire Safety System Plans.

PUMP TEST RECORDS

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Emergency Drills and Equipment Records.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

RADIOLOGICAL DEFENSE (RADEF) DATA BANK

RADIOACTIVE MATERIAL INVENTORY

See General Records Schedule: Local

Government Agencies, Standard 4 (Human Resources Records), Hazardous Materials Training Records.

RADIOLOGICAL DATA STATION FILE

See General Records Schedule: Local

Government Agencies, Standard 4 (Human Resources Records), Hazardous Materials Training Records.

RADIOLOGICAL EQUIPMENT INVENTORY (M)

See General Records Schedule: Local

Government Agencies, Standard 1 (Administration and Management Records), Inventories.

RESOLUTIONS ON ESTABLISHMENT OF LOCAL AGENCY

See General Records Schedule: Local

Government Agencies, Standard 1 (Administration and Management Records), Resolutions.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

SAFETY COMMITTEE MEETINGS (CM)

SAFETY COMMITTEE AGENDA AND MEETING PACKETS (M)

SAFETY COMMITTEE MINUTES (M)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Minutes of Public Bodies.

SHELTER FACILITY LISTING

See General Records Schedule: Local

Government Agencies, Standard 8 (Risk

Management Records), Disaster and

Emergency Management Plans.

STATE OF EMERGENCY ORDINANCES

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Ordinances.

SUPERFUND AUTHORIZATION RECOVERY ACT

INFORMATION FILE

See General Records Schedule: Local

Government Agencies, Standard 8 (Risk

Management Records), Superfund

Authorization Recovery Act Information File.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS

TRAINING AND EDUCATION FILE (M)

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Training and Education Records.

VOLUNTEER FIRE/RESCUE DEPARTMENT LOGS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Logistics Materials.

VOLUNTEER FIREFIGHTERS MEDICAL RECORDS

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Medical Records.

VOLUNTEER FIREFIGHTERS PERSONNEL RECORDS

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Personnel Records (Official Copy).

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE
LOG

STANDARD 14: PARKS AND RECREATION RECORDS

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 14: PARKS AND RECREATION RECORDS

ACCIDENT/INCIDENT REPORTS (PARKS &
RECREATION) (CM)

ACCIDENT/INCIDENT REPORTS (PARKS &
RECREATION) (M)

See General Records Schedule: Local
Government Agencies, Standard 8 (Risk
Management Records), Accident/Incident
Reports (Customer and Employee).

ANNUAL ACTIVITY REPORT

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management Records),
Reports and Studies.

ATHLETIC PROGRAM FILE (M)

See Recreation Programs.

BIRTH CERTIFICATES (REFERENCE COPIES)

See Recreation Programs.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 14: PARKS AND RECREATION RECORDS

FACILITY USE PERMITS (M)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Equipment, Facility, and Vehicle Usage

Records.

INTERNATIONAL FEDERATION OF PARKS AND RECREATION ADMINISTRATION FILE (CM)

INTERNATIONAL FEDERATION OF PARKS AND RECREATION ADMINISTRATION FILE (M)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Membership Records.

INVENTORY OF FACILITIES (M)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Inventories.

MAPS FILE (M)

See General Records Schedule: Local

Government Agencies, Standard 3

(Geographic Information System), Maps:

Parks.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 14: PARKS AND RECREATION RECORDS

OFFICIALS FILE

Description revised to:

Records concerning individuals who officiate games. Includes schedule and correspondence (including e-mail).

SEE ALSO: GENERAL RECORDS SCHEDULE:
LOCAL GOVERNMENT AGENCIES, Payroll and Earnings Records (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS) or Seasonal and Contract Worker Records (STANDARD 6: PERSONNEL RECORDS) for disposition of payment records.

Item b) deleted from Disposition Instructions

PARKS AND RECREATION AGENDA AND MEETING PACKETS FILE (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Public Bodies: Agenda and Meeting Packets.

PARKS AND RECREATION BOARD MEETINGS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Public Bodies: Minutes.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 14: PARKS AND RECREATION RECORDS

PARKS PLANNING FILE

Description revised to Records concerning and to refer to all parks not just county or municipality. References to Comprehensive Plans and Maps updated to current general schedule standard.

PROMOTIONAL LEAFLETS AND BROCHURES

(M)

See General Records Schedule: Local Government Agencies, Standard 7 (Public Relations Records), Publicity Records.

RATE AND FEE REGULATION (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Rates and Fee Schedules.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 14: PARKS AND RECREATION RECORDS

RECREATION PROGRAMS

Fees Paid added to description (CM)

Disposition Instruction changed to:

A) Destroy age verification records when reference value ends

B) Destroy in office remaining records after 3 years (M) (CM)

Description includes minor changes including change to Records concerning. Citation to GS132-1.12 added (M).

RECREATION EQUIPMENT RECORDS (CM)

RECREATION EQUIPMENT RECORDS (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Equipment, Repair, and Inspections Records.

RELEASE FORMS (CM)

RELEASE FORMS (M)

See General Records Schedule: Local Government Agencies, Standard 6 (Legal Records), Release Forms.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 14: PARKS AND RECREATION RECORDS

RESERVATION RECORDS (CM)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Equipment, Facility, and Vehicle Usage Records.

RULES AND REGULATIONS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Administrative Directives, Regulations, and Rules

SPECIAL EVENTS PROGRAM FILE (CM)

SPECIAL EVENTS PROGRAM FILE (M)

See General Records Schedule: Local Government Agencies, Standard 7 (Public Relations Records), Fund Drive and Event Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

STANDARD 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS

The most noticeable change from previous schedules is that the title has been amended from Planning and Zoning to Planning and Regulation of

Development in accordance with changes implemented in G.S. § 160A-360 (repealed effective January 1, 2021).

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS

APPEARANCE COMMISSION AGENDA AND MEETING PACKETS

FILE (County Management, Municipal) See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Minutes of Public Bodies

APPEARANCE COMMISSION MINUTES

(County Management, Municipal) See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Agenda and Meeting Packets

APPEARANCE COMMISSION PROJECT FILE (County Management, Municipal) See General Records Schedule: Local

Government Agencies, Standard 1 (Administration and Management Records), Projects ASSESSMENT

RECORDS FILE (County Management, Municipal)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading) File

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS

BOARD OF ADJUSTMENT AGENDA AND MEETING PACKETS

(County Management, Municipal) See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Agenda and Meeting Packets

BOARD OF ADJUSTMENT CASE

FILES AND INDEXES

Combined previous Board of
Adjustment Case File and Board of
Adjustment Case Index Records

BOARD OF ADJUSTMENT MINUTES (County Management, Municipal) See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Minutes of Public Bodies

CERTIFICATES OF

APPROPRIATENESS FILE

Issued by the Historic Preservation
Commission and retained for life
of structure.

COMMUNITY DEVELOPMENT BLOCK GRANTS RECORDS: ADMINISTRATIVE Final reports added to item to allow
for historical value retention.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS

COMMUNITY DEVELOPMENT BLOCK GRANTS RECORDS: APPLICATIONS

Disposition added for rejected applications. Final reports removed from item and added to CDBG

Administrative records.

COMMUNITY DEVELOPMENT

BLOCK GRANTS RECORDS:

OUTSTANDING LOAN BALANCES

COMMUNITY DEVELOPMENT

BLOCK GRANTS RECORDS: SUBJECT

TO REVERSION OF ASSETS

PROVISIONS OR CHANGE OF USE

OF REAL PROPERTY

COMPREHENSIVE PLAN AND

AMENDMENTS FILE

Modified to excise "Land Use" from title to coincide with definition given in G.S. 160D 1-2. Modified "b" disposition to read "remaining records" instead of listing specific titles.

EASEMENT RELEASE REQUEST FILE Removed "approved by the Planning Board" from description as statute does not dictate who has approval authority and is performed by more than just the planning board.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS

FEASIBILITY STUDIES

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

MASTER SUMMARY (LOG OR REGISTER)

Retention changed from "permanent" to "destroy when superseded/obsolete." The Log itself is permanent but the information added to the log is what the retention instructions should be applied to.

ORTHOPHOTOGRAPHY (County Management)

See General Records Schedule: Local Government Agencies, Standard 3 (Geographic Information System (GIS) Records), Layers: Orthoimagery.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS

PHOTOGRAPHS AND

NEGATIVES (AERIAL) (County Management)

See General Records Schedule:
Local Government Agencies,
Standard 3 (Geographic Information System (GIS) Records), Layers:
Orthoimagery.

PLANNING AND ZONING

BOARD MEETINGS (County Management) (Municipal)

See General Records Schedule:
Local Government Agencies,
Standard 1 (Administration and Management Records),
Agenda and Meeting Packets
and Minutes of Public Bodies.

PLANNING AND ZONING

STUDIES (County Management) (Municipal)

See General Records Schedule:
Local Government Agencies,
Standard 1 (Administration and Management Records),
Strategic Plan and Projects.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS

PRELIMINARY SUBDIVISION
AND GROUP DEVELOPMENT
SITE PLANS

See Subdivisions.

REDEVELOPMENT PLANNING RECORDS

(County Management)

(Municipal)

See General Records Schedule:
Local Government Agencies,
Standard 1 (Administration and
Management Records),
Strategic Plan.

REFERRED PROJECTS

(County Management)

(Municipal)

See General Records Schedule:
Local Government Agencies,
Standard 1 (Administration and
Management Records),
Reference (Reading) File.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS

SPECIAL USE PERMIT RECORDS AND

INDEX FILE

Amended to change "Conditional Use" to "Special Use" to fit definitions given in G.S. 160D. Also removed "sign permits and temporary use" permits from description as these are covered under Permits: Zoning Compliance.

STREET NAMES AND CHANGES

OF STREET NAMES FILE (County Management) (Municipal)

See General Records Schedule:

Local Government Agencies,

Standard 1 (Administration

and Management Records),

Reference (Reading) File.

SUBDIVISION RECORDS

"Maps" and "plats" removed from item description. Cross-reference added to Maps, Plats, and Other Drawings.

VARIANCES

Retention changed to now maintain item permanently in the minutes of the Board of Adjustment or other governing body.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

STANDARD 16: PUBLIC HOUSING AUTHORITIES AND REDEVELOPMENT COMMISSION RECORDS

General note: In the case of many grant-funded records, numerous new records series have been added to reflect the very precise retention

requirements for these records established by the federal government.

Community Development Block Grant records moved to Standard 15: Planning and Regulation of Development Records.

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 16: PUBLIC HOUSING AUTHORITIES AND REDEVELOPMENT COMMISSION RECORDS

CDBG RECORDS

See Program Records Schedule: Local Government Agencies, Standard 15 (Planning and Regulation of Development Records), Community Development Block Grant (CDBG) Records: Administrative, Applications, Outstanding Loan Balances, AND Records Subject to Reversion of Assets Provisions or Change of Use of Real Property.

CONTINUUM OF CARE RECORDS

CRIMINAL RECORDS CHECKS

EMERGENCY SOLUTIONS GRANTS RECORDS

HOME INVESTMENT PARTNERSHIPS

PROGRAM RECORDS

LAND MARKETING AND DEVELOPMENT RECORDS

PROPERTY MANAGEMENT RECORDS

REHABILITATION LOAN RECORDS

RELOCATION RECORDS

HOUSING ASSISTANCE FOR PERSONS WITH DISABILITIES

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 16: PUBLIC HOUSING AUTHORITIES AND REDEVELOPMENT COMMISSION RECORDS
HOUSING OPPORTUNITIES FOR PERSONS
WITH AIDS RECORDS

LANDLORD MONITORING RECORDS

REDEVELOPMENT PLANS

Changed title to encompass approved as well as rejected plans; added description; clarified disposition instructions for approved vs. rejected projects

CERTIFICATION FILE

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

STANDARD 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS

ACCREDITATION RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Accreditation Records.

AGENCY LOGS (SHEETS)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

APPLICATIONS FOR AWARDS

If application is for employee awards, see General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Service Awards and Commendations.

For application is for public awards, see General Records Schedule: Local Government Agencies, Standard 7 (Public Relations Records), Community Awards.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS

CALL IN LOGS (SHEETS)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Vehicle Maintenance, Repair, and Inspection Records AND Standard 5 (Information Technology Records) Voice Over Internet Protocol (VoIP) Records.

CUSTOMER (RIDER) ALERTS

See General Records Schedule: Local Government Agencies, Standard 7 (Public Relations Records), Publicity Records.

DISPATCH RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

LOST AND FOUND RECORDS

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Lost, Stolen, or Damaged Property Reports.

NATIONAL TRANSIT DATABASE (NTD)

REPORT

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS

OPERATOR BID RECORDS

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Bids for Purchase.

OPERATOR SCHEDULING AND ASSIGNMENT RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies and Standard 4 (Human Resources Records), Work Schedules and Assignments.

RADIO DISPATCH RECORDINGS AND LOGS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies

RIDERSHIP REPORTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Equipment, Facility, and Vehicle Usage Records.

ROUTE MAINTENANCE RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Facility Maintenance, Repair, and Inspection Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS

ROUTE REQUESTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Citizen Comments, Complaints, Petitions, and Service Requests

SAFETY CERTIFICATIONS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Accreditation Records.

SERVICE PERFORMANCE RECORDS

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Performance Reviews.

SERVICE PLANNING AND DEVELOPMENT RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Strategic Plan.

SHELTER RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Blueprints and Specifications AND Inventories.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS

SHUTTLE LOGS (SHEETS)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

TERMINAL DISPATCH RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

TICKET CONSIGNMENT RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Inventories

TRANSPORTATION SYSTEM OPERATIONS REPORTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

TRANSPORTATION SYSTEM SERVICE

PERFORMANCE EVALUATIONS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Equipment, Vehicle, and Facility Usage Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS

TRANSPORTATION SYSTEM

STATISTICAL RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

TRIP REQUESTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Citizen Comments, Complaints, Petitions, and Service Requests

VEHICLE BREAKDOWN RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Equipment, Vehicle, and Facility Usage Records and Work Orders

VEHICLE OPERATOR INSTRUCTIONS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Equipment and Vehicle Reference Records

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS

VEHICLE USAGE LOGS (SHEETS)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

This standard combines the Municipal Schedule Standard 17, Public Utilities and Environmental Management Records, and the County

Management Schedule Standard 15, Public Utilities and Waste Management Records. To ease searching, records series have been loosely

grouped into the categories Environmental Records, Erosion Control Records, Flood Control Records, Utilities Records, and Water Quality

Records. This change log indicates name changes under “changes” and the Municipal and County items that have been superseded under

“discontinued items.” Some overlap was found with County Management Schedule Standard 5, Code Enforcement and Inspection Records. In

these cases, the records series can now be found on the Local Government Program Schedule Standard 12, Code Enforcement and Inspection.

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

ABANDONED UTILITY LINE RECORDS

See Program Records Schedule: Local

Government Agencies , Standard 18 (Public

Utilities And Environmental/Waste

Management Records),

Utilities: Public Utilities System Engineering,

Maintenance, and Repair Records.

AIR POLLUTION SOURCE INFORMATION (M)

See Program Records Schedule: Local

Government Agencies, Standard 12 (Code

Enforcement and Inspection Records), Air

Pollution Source Information.

ANNUAL REPORTS: UTILITIES

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reports and Studies.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

ASBESTOS DISPOSAL FILE (M)

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Hazardous Materials Management.

BATTERY COLLECTION FILE (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Discharge Monitoring Reports.

CABLE TELEVISION FRANCHISE RECORDS

Service reports repealed by Session Law 2018-145. Remaining functions performed at state level by NC Department of the Secretary of State as of 2007 according to G.S. 66-351.

CHRONOLOGY FILE (M)

Item removed. Records in chronology file should be treated under their appropriate category in this schedule. Copies of records compiled in a ready reference file do not create new record copies.

COMMUNITY WATER SYSTEM PERMIT (M)

Record copy created and issued by N.C. Department of Environmental Quality. Copy kept at local level is a reference copy.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

COMPLAINTS (EROSION AND SEDIMENT CONTROL) (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records, Constituent Comments, Complaints, and Service Requests.

ENVIRONMENTAL: COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN AND AMENDMENTS

Background surveys, studies, reports, and drafts integrated into Disposition (b), destroy in office when superseded or obsolete.

Cross-reference added to General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Comprehensive Plan.

COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN AND AMENDMENTS (M)

CONSTRUCTION DRAWINGS (M)
See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Blueprints and Specifications.

COUNTY LANDFILL RECORDS (M)
See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Landfill Operational Plan.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

CUSTOMER ACCOUNT HISTORIES (M)

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Receivable for financial history. See Environmental: Customer Usage Records for usage history.

CUSTOMER DEPOSIT RECORDS (M)

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Receivable.

CUSTOMER FINANCIAL RECORDS

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Receivable.

ENVIRONMENTAL: CUSTOMER USAGE RECORDS

CUSTOMER USAGE RECORDS

CUSTOMER WORK ORDERS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records, Constituent Comments, Complaints, and Service Requests).

ENVIRONMENTAL: DAILY DISPOSAL TICKETS DAILY DISPOSAL TICKETS (M)

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

UTILITIES: DAILY WATER AND WASTEWATER

FACILITY OPERATORS LOGS

Description of item added.

Disposition order reversed to reflect that wastewater treatment facility logs are retained longer than those of water treatment facilities.

DAILY FACILITY OPERATORS LOGS AND REPORTS (M)

DAILY PLANT RECORDS (M)

If waste or wastewater treatment plant, see Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Utilities: Daily Water and Wastewater Facility Operators Logs.

If other facility, see General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

DAILY REPORT OF OPERATIONS AND COSTS

(M)

If waste or wastewater treatment plant, see

Program Records Schedule: Local

Government Agencies, Standard 18 (Public

Utilities and Environmental/Waste

Management Records), Utilities: Daily Water

and Wastewater Facility Operators Logs.

If other facility, see General Records

Schedule: Local Government Agencies,

Standard 1 (Administration and Management

Records), Reports and Studies AND Standard

2 (Budget, Fiscal, and Payroll Records),

Budget Reports.

DAILY TRIP REPORTS/LOGS (M)

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Reports and Studies.

DAM CONSTRUCTION FILES (M)

See Program Records Schedule: Local

Government Agencies, Standard 19 (Street

Maintenance, Public Works, and Engineering

Records), Project Records: Core.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

DAM OPERATIONS AND MAINTENANCE FILES

(M)

See Program Records Schedule: Local Government Agencies, Standard 19 (Street Maintenance, Public Works, and Engineering Records), Infrastructure Maintenance Records.

DIRECT DRAFT AUTHORIZATIONS (M)

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Electronic Funds Transfers (EFT).

ENVIRONMENTAL: DISCHARGE MONITORING REPORTS

Order of dispositions changed to place longest retention requirements (NPDES reports and annual reports) ahead of daily reports.

DISCHARGE MONITORING REPORTS (M)

DRIVERS' DAILY REPORTS (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

DROUGHT CONTINGENCY PLANS (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Drought Contingency Plans.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

UTILITIES: ELECTRIC POWER AND NATURAL GAS FACILITY ENGINEERING AND SYSTEM PLANS

Description of item added.

Cross-reference added to General Records
Schedule: Local Government Agencies,
Standard 1 (Administration and Management
Records), Comprehensive Plan.

Disposition changed. Records are no longer
permanent. If records are an element of the
Comprehensive Plan, destroy in office when
reference value ends. If not an element of
the Comprehensive Plan, destroy in office
when superseded or obsolete.

ELECTRIC POWER AND NATURAL GAS FACILITY ENGINEERING AND SYSTEM PLANS (M)

UTILITIES: ELECTRIC POWER AND NATURAL GAS PERMITS AND APPROVAL RECORDS ELECTRIC POWER AND NATURAL GAS PERMITS AND APPROVAL RECORDS (M)

ELECTRIC POWER AND NATURAL GAS SYSTEM INSPECTIONS AND TESTS (M)

See Program Records Schedule: Local
Government Agencies, Standard 18 (Public
Utilities and Environmental/Waste
Management Records), Utilities: Public
Utilities System Engineering, Maintenance,
and Repair Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE
LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

UTILITIES: ELECTRIC POWER AND NATURAL
GAS SYSTEM MAINTENANCE AND REPAIR
RECORDS

Disposition (b) removed; disposition for all
records now destroy in office 3 years after
equipment is no longer owned and/or
operational.

ELECTRIC POWER AND NATURAL GAS SYSTEM
MAINTENANCE AND REPAIR RECORDS (M)
UTILITIES: ELECTRIC POWER AND NATURAL
GAS SYSTEM MANAGEMENT PLANS

Cross-reference added to General Records
Schedule: Local Government Agencies,
Standard 1 (Administration and Management
Records), Comprehensive Plan.

Disposition changed from retain in office
permanently to retain in office for life of
system and then destroy.

ELECTRIC POWER AND NATURAL GAS SYSTEM
MANAGEMENT PLANS (M)
UTILITIES: ELECTRIC POWER AND NATURAL
GAS SYSTEM PROJECT RECORDS

Disposition (a) modified for pre-approval and
final approval letters from retain
permanently to retain for life of system and
then destroy.

ELECTRIC POWER AND NATURAL GAS SYSTEM
PROJECT RECORDS (M)

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

ENFORCEMENT CASES: EROSION AND SEDIMENT CONTROL (M)

See Program Records Schedule: Local
Government Agencies, Standard 12 (Code
Enforcement and Inspection Records),
Erosion and Sediment Control Enforcement
Cases.

ENGINEERING REPORTS FILE (M)

See Program Records Schedule: Local
Government Agencies, Standard 15 (Planning
and Regulation of Development Records),
Planning Review Case File.

EROSION CONTROL: EROSION AND SEDIMENT AFFIDAVITS

EROSION AND SEDIMENT AFFIDAVITS (M) EROSION CONTROL: EROSION AND SEDIMENT CONTROL EXHIBIT RECORDS

EROSION AND SEDIMENT CONTROL EXHIBIT RECORDS (M)

EROSION AND SEDIMENT CONTROL NOTICE OF VIOLATIONS (M)

See Program Records Schedule: Local
Government Agencies, Standard 12 (Code
Enforcement and Inspection Records),
Violations: Building and Housing.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

EROSION CONTROL: EROSION AND SEDIMENT CONTROL INSPECTIONS

Description of item added.

Disposition changed from destroy in office 3 years after final site inspection to destroy in office 6 years after final site inspection.

EROSION AND SEDIMENT CONTROL INSPECTIONS (M)

EROSION AND SEDIMENT CONTROL PERMIT LOGS (M)

See Erosion Control: Erosion and Sediment Control Permits.

EROSION AND SEDIMENT CONTROL PERMIT RECEIPT BOOKS (M)

See Erosion Control: Erosion and Sediment Control Permits.

EROSION CONTROL: EROSION AND SEDIMENT CONTROL PLANS

Description of item revised to specify that item includes revisions, addendums, and records delineating who is financially responsible for the project.

Disposition of approved plans changed from destroy in office 6 years after approval or last revision and/or addendum to destroy in office 3 years after expiration.

EROSION AND SEDIMENT CONTROL PLANS (M)

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

EROSION AND SEDIMENT CONTROL TRADES

CERTIFICATIONS (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Accreditation Records.

EXEMPTION (VARIANCE) RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Exemption (Variance) Records.

FINAL INSPECTION REPORTS (M)

See Program Records Schedule: Local Government Agencies, Standard 15 (Planning and Regulation of Development Records), Planning Review Case File.

FINANCIAL RESPONSIBILITY AND OWNERSHIP RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 19 (Street Maintenance, Public Works, and Engineering Records), Project Records: Engineering and Compliance.

FLOOD CONTROL: FLOOD CERTIFICATIONS

FLOOD CONTROL: FLOOD STUDIES

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

GARBAGE SERVICE FILE (M)

See Environmental: Comprehensive Solid Waste Management Plan and Amendments AND General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records, Constituent Comments, Complaints, and Service Requests AND Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Receivable.

GROUNDWATER MONITORING RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Groundwater Monitoring Records.

HAZARDOUS WASTE DISPOSAL RECORDS (M)

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Hazardous Materials Management.

ILLEGAL DUMPING FILE (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Illegal Dumping File.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

INFORMATION AND WORKING FILE (M)

Removed from schedule as information and working files are considered records with transitory or reference value until they are placed into another item.

UTILITIES: PUBLIC UTILITIES INSPECTION FORMS

INSPECTION FORMS (M)

INSPECTIONS (EROSION AND SEDIMENT CONTROL) (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Inspections.

INSPECTOR WORKSHEETS/NOTES (M)

Item removed from schedule. Worksheets and notes have transitory value. Inspections are records of longer-term value.

WATER QUALITY: LABORATORY OPERATIONS RECORDS

Description clarified to specify that records pertain to certification obtained by agency.

LABORATORY OPERATIONS RECORDS (M)

LANDFILL INSPECTION RECORDS (M)

See Environmental: Landfill Operational Plan.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

ENVIRONMENTAL: LANDFILL MONITORING REPORTS (M)

Cross-reference added to General Records
Schedule: Local Government Agencies,
Standard 1 (Administration and Management
Records), Audits: Performance.

Retention citation added: 15A NCAC 13B
.1626(10)

LANDFILL MONITORING REPORTS (M) ENVIRONMENTAL: LANDFILL OPERATIONAL PLAN

Disposition changed from retain in office
permanently to destroy in office when
superseded or obsolete.

Authority citation added: G.S. 130A-309.09D

LANDFILL OPERATIONAL PLAN (M) ENVIRONMENTAL: LANDFILL PERMITS Description for item added

Disposition split into two groups of records:
Retain construction and operation permits
for life of system and then destroy, while all
other permits and related records are eligible
for destruction after the 5-year reporting
period is complete.

LANDFILL PERMITS (M)

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

LANDFILL TONNAGE AND COST FILE (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Landfill Tonnage and Cost File.

UTILITIES: LANDLORD AGREEMENTS

Disposition modified to destroy in office 3 years after expiration of agreement.

LANDLORD AGREEMENTS

LEAD AND COPPER COMPLIANCE RECORDS

(M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Lead and Copper Compliance Records.

LIFT STATION INFORMATION FILE (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Utilities: Public Utilities System Engineering, Maintenance, and Repair Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

LINE INSPECTION MAPS (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Utilities: Public Utilities System Engineering, Maintenance, and Repair Records.

LOAD INSPECTION RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Inspections.

UTILITIES: MAPS (UTILITY INSTALLATIONS & DISTRIBUTIONS)

Cross-reference added to General Records Schedule: Local Government Agencies, Standard 3 (Geographic Information System (GIS) Records), Maps: All Other.

Disposition modified from retain permanently to retain for life of system and then destroy.

MAPS (UTILITY INSTALLATIONS & DISTRIBUTIONS)

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

METER RECORDS (ELECTRIC, WATER, GAS)

(CM)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Utilities: Electric Power and Natural Gas System Maintenance and Repair Records.

METER READING RECORDS (ELECTRIC, WATER, GAS) (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Customer Usage Records.

UTILITIES: METER INSTALLATION, TESTING AND CALIBRATION RECORDS (ELECTRIC, WATER, GAS)

Description of item added.

Dispositions changed. For records verifying installation of meter, destroy in office 3 years after equipment is no longer owned and/or operational. For notices to property owners of approval of utility installation, destroy in office after 2 years. For remaining records, destroy in office when reference value ends.

METER TESTING AND CALIBRATION RECORDS (ELECTRIC, WATER, GAS) (M)

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

MONTHLY REPORTS (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Discharge Monitoring Reports AND General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

MONTHLY REPORTS (LOCAL) (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Discharge Monitoring Reports AND General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

ENVIRONMENTAL: NOTICE OF VIOLATIONS FOR IMPROPER DISCHARGE OR DISPOSAL FILE

Description of item added.

Disposition changed from destroy when reference value ends to one year after resolution.

NOTICE OF VIOLATIONS FOR IMPROPER DISCHARGE OR DISPOSAL FILE (M)

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

NOTICE TO PROPERTY OWNERS OF
APPROVAL OF WATER UTILITY INSTALLATION
(CM)

NOTICE TO PROPERTY OWNERS OF
APPROVAL OF UTILITY INSTALLATION (M)

See Program Records Schedule: Local
Government Agencies, Standard 18 (Public
Utilities and Environmental/Waste
Management Records), Utilities: Meter
Installation, Testing, and Calibration Records
(Electric, Water, Gas)

ENVIRONMENTAL: OUTSIDE WASTE CLEARANCE RECORDS

OUTSIDE WASTE CLEARANCE RECORDS

PARTICIPATION CONTRACTS (M)

See General Records Schedule: Local
Government Agencies, Standard 6 (Legal
Records), Contracts, Leases, and Agreements.

PERIODIC INSPECTION REPORTS OF INDUSTRIAL FACILITIES (M)

See Program Records Schedule: Local
Government Agencies, Standard 12 (Code
Enforcement and Inspection Records),
Inspections.

EROSION CONTROL: EROSION AND SEDIMENT CONTROL PERMITS

PERMITS (EROSION AND SEDIMENT
CONTROL) (M)

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

PRELIMINARY PLAN REVIEW FILE (M)

See Program Records Schedule: Local Government Agencies, Standard 15 (Planning and Regulation of Development Records), Planning Review Case File.

WATER QUALITY: PRETREATMENT PROGRAM RECORDS

PRETREATMENT PROGRAM RECORDS

UTILITIES: PUBLIC UTILITIES SYSTEM

ENGINEERING, MAINTENANCE, AND REPAIR RECORDS

Disposition for as built plans and specifications changed from retain permanently to retain for life of system and then destroy.

Dispositions re-ordered from longest length of required retention to shortest.

PUBLIC UTILITIES SYSTEM ENGINEERING, MAINTENANCE, AND REPAIR RECORDS (CM)

RATE SCHEDULES (M)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Rate and Fee Schedules.

RECYCLING TONNAGE RECORDS (M)

See General Record Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

UTILITIES: RECYCLING WATER RECORDS

REPORTS: RECYCLING TONNAGE (CM)

See General Record Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

ROUTINE REPORTS (SANITATION) (M)

See General Record Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

SANITARY LANDFILL INSPECTIONS (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Landfill Operational Plan.

WATER QUALITY: PUBLIC WATER SANITARY SURVEY RECORDS

Cross-reference added to General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Audits: Performance.

Disposition added for documentation of correction measures to destroy those records 2 years after their implementation.

SANITARY SURVEY RECORDS

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

SCALE HOUSE VIDEO MONITORING RECORDINGS

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management Records),
Office and Property Security Records.

SERVICE AGREEMENTS

See General Records Schedule: Local
Government Agencies, Standard 6 (Legal
Records), Contracts, Leases, and Agreements.

UTILITIES: SERVICE INTERRUPTION RECORDS SERVICE INTERRUPTION RECORDS

WATER QUALITY: SEWER JETTING AND VECTORING RECORDS

SEWER JETTING AND VECTORING RECORDS WATER QUALITY: SLUDGE TREATMENT RECORDS

Description modified to clarify that
documentation is "conducted by or for
agency."

SLUDGE TREATMENT RECORDS SOLID WASTE CONVENIENCE CENTER FILE

See Program Records Schedule: Local
Government Agencies, Standard 18 (Public
Utilities and Environmental/Waste
Management Records), Environmental:
Discharge Monitoring Reports.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

SOLID WASTE MANAGEMENT VIOLATION

RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Violations: Solid Waste Management.

SOLID WASTE REPORTS (M)

See General Record Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

SOLID WASTE SERVICE FILE

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Comprehensive Solid Waste Management Plan and Amendments AND General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records, Constituent Comments, Complaints, and Service Requests AND Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Receivable.

WATER QUALITY: STORMWATER DEVIATION PERMITS

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

SURETY BOND INFORMATION (M)

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Bond Closing Records AND Bond Register AND Bonds, Notes, and Coupons.

UTILITIES: TAP AND HOOK UP RECORDS

Confidentiality citation added: G.S. 132-1.1(c).

TAP AND HOOK UP RECORDS

EROSION CONTROL: TROUT BUFFER

VARIANCES

Cross-reference added to Program Records Schedule: Local Government Agencies, Standard 15 (Planning and Regulation of Development Records), Variances.

Authority citation added: 15A NCAC 04B .0125

TROUT BUFFER VARIANCES (M)

ENVIRONMENTAL: REPORTS SUBMITTED TO U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REPORTS (M)

VALVE OPERATION FILE (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Valve Operation File.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

WATER QUALITY: VIOLATION RECORDS VIOLATION RECORDS (M)

WASTE ELECTRONICS COLLECTION FILE (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Discharge Monitoring Reports.

WASTE OIL COLLECTION FILE (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Discharge Monitoring Reports.

UTILITIES: WASTEWATER MAINTENANCE

OPERATION REPORTS

WASTEWATER MAINTENANCE OPERATION REPORT (M)

WASTEWATER POLLUTION CONTROL AND ABATEMENT RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Wastewater Pollution Control and Abatement Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

WASTEWATER QUALITY ANALYSIS RECORDS

(M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Wastewater Quality Analysis Records.

WATER ANALYSIS (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Water Analysis.

WATER AND SEWER PROJECTS (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Utilities: Public Utilities System Engineering, Maintenance, and Repair Records.

WATER AND WASTEWATER FACILITY ENGINEERING AND SYSTEM PLANS (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Utilities: Public Utilities System Engineering, Maintenance, and Repair Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

UTILITIES: WATER AND WASTEWATER

PERMITS AND APPROVAL RECORDS

Order of dispositions reversed to place records for permanent value first.

WATER AND WASTEWATER PERMITS AND APPROVAL RECORDS (M)

WATER QUALITY: WATER AND WASTEWATER SYSTEM INSPECTIONS AND TESTS

WATER AND WASTEWATER SYSTEM INSPECTIONS AND TESTS (M)

WATER AND WASTEWATER SYSTEM MAINTENANCE AND REPAIR RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Utilities: Public Utilities System Engineering, Maintenance, and Repair Records.

WATER AND WASTEWATER SYSTEM MANAGEMENT PLANS (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Utilities: Public Utilities System Engineering, Maintenance, and Repair Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

WATER AND WASTEWATER SYSTEM PROJECT RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Utilities: Public Utilities System Engineering, Maintenance, and Repair Records.

WATER CONSERVATION VIOLATION NOTICES (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Violations: Water Conservation.

WATER STOCK PURCHASE RECORDS (M)

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Payable.

WATER SYSTEM OPERATIONS RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Water System Operations Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

WATER TANKS, SPECIFICATIONS, AND BOOSTER STATIONS FILE (M)

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement and Inspection Records), Water Tanks, Specifications, and Booster Stations File.

WEIGH TICKETS/SCALE RECORDS (M)

See Program Records Schedule: Local Government Agencies, Standard 18 (Public Utilities and Environmental/Waste Management Records), Environmental: Landfill Operational Plan.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

SECTION 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS APPRAISAL REPORTS

Description for item now specifies that it covers “records appraising privately owned land for compensation in eminent domain projects.” Added cross-reference to General Records Schedule: Local Government Agencies, Standard 6 (Legal Records), Easements and Right-of-Way Records.

APPRAISAL REPORTS FILE

COMPLIANCE RECORDS

See Program Records Schedule: Local Government Agencies, Standard 19: Street Maintenance, Public Works, and Engineering Records), Project Records – Engineering and Compliance.

EMERGENCY OPERATIONS PLANS

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Disaster and Emergency Management Plans.

ENVIRONMENTAL ASSESSMENT RECORDS

See Program Records Schedule: Local Government Agencies, Standard 19 (Street Maintenance, Public Works, and Engineering Records), Project Records – Engineering and Compliance.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS
INFRASTRUCTURE MAINTENANCE RECORDS
FILE

MAINTENANCE RECORDS FILE

PEST CONTROL RECORDS

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management Records),
Pest Control.

PROJECT RECORDS: CANCELLED

PRE-PROJECT RECORDS

PROJECT RECORDS – ENGINEERING AND COMPLIANCE

This item now includes records previously
found under Compliance Records and
Environmental Assessment Records.

Grants removed from description. Cross-
reference added to General Records
Schedule: Local Government Agencies,
Standard 1 (Administration and Management
Records), Grants, and Standard 2 (Budget,
Fiscal, and Payroll Records), Grants: Financial.

Payroll removed from description. Cross-
reference added to General Records
Schedule: Local Government Agencies,
Standard 2 (Budget, Fiscal, and Payroll
Records), Payroll and Earnings Records.

PROJECT RECORDS – ENGINEERING

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS

PROJECT RECORDS – WORK PAPERS

Working Papers are public records, but they are no longer included on the schedule as the only records with long-term value are the final versions of the project records, as documented in Project Records – Cancelled, Project Records – Core, and Project Records – Engineering and Compliance.

PROJECT TRACKING RECORDS

When these records have long-term value, they are now consolidated into either Project Records – Cancelled, Project Records – Core, or Project Records – Engineering and Compliance.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS

RIGHT-OF-WAY ACQUISITION WORKING RECORDS

Includes working versions of items previously found under Right-of-Way Acquisition Records

Cross-reference added to General Records Schedule: Local Government Agencies, Standard 6 (Legal Records), Easements and Right-of-Way Records.

Final versions of Acquisition Records fall under the Easements and Right-of-Way Records in the General Records Schedule: Local Government Agencies; this item includes only working papers.

Right-of-Way Acquisition Working Records have a retention period of three years rather than a permanent retention in office.

RIGHT-OF-WAY ACQUISITION RECORDS

RIGHT-OF-WAY APPRAISAL RECORDS

See General Records Schedule: Local Government Agencies Standard 6 (Legal Records), Easements and Right-of-Way Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS

RIGHT-OF-WAY CORRESPONDENCE FILE

See Program Records Schedule: Local Government Agencies, Standard 19 (Street Maintenance, Public Works, and Engineering Records), Right-of-Way Acquisition Working Records.

STREET CLEANING RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies. Follow the disposition instructions under this item based on the kind of report generated by street cleaning efforts.

STRUCTURAL MAINTENANCE AND ANALYSIS RECORDS

Disposition A modified to allow for destruction three years after the end of life of a permanent structure.

Now includes a cross-reference to General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Blueprints and Specifications.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS

SURVEY FIELD RECORDS

Records that do not have historical value are now to be retained until superseded or obsolete, rather than when reference value ends. Cross-reference added to General Records Schedule: Local Government Agencies, Standard 6 (Legal Records), Easements and Right-of-Way Records.

TESTING AND INSPECTION RECORDS

See Program Records Schedule: Local Government Agencies, Standard 12 (Code Enforcement), Building and Road Permitting and Inspection Records.

TRAFFIC ACCIDENT DATA FILE

See General Records Schedule: Local Government Agencies, Standard 4 (Information Technology Records), Data Documentation Records.

TRAFFIC VIDEO RECORDINGS AND DATA

Includes the metadata generated by video recordings as well as the recordings themselves.

TRAFFIC CAMERA RECORDINGS

TRAFFIC OPERATIONS PROGRAM FILE

Records from the TOPICS program deleted from schedule as program is no longer active.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

Standard 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS

TRAFFIC SIGNAL FILE

See General Records Schedule: Local

Government Agencies, Standard 1

(Administration and Management Records),

Equipment, Vehicle, and Facility Usage

Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)
CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)
ABANDONED MOTOR VEHICLES (AMV) FILE

See Auction Records.

ACCREDITATION RECORDS

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management
Records), Accreditation Records.

ACTIVITY REPORTS

See General Records Schedule: Local Government Agencies,
Standard 1 (Administration and Management Records), Reports
and Studies.

ALARM CALL REPORTS

Amended description to include
residences.

ALERTS FILE

See General Records Schedule: Local Government Agencies,
Standard 1 (Administration and Management Records), Bulletins.

AMBULANCE CALL RECORDS

See Program Records Schedule for Local Government Agencies,
Standard 13 (Emergency Medical Services and Fire Department
Records), Ambulance Call Reports (ACR)/Patient Care Reports
(PCR).

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

ARREST PROCESSING RECORDS

Merging of Arrest Processing: DWI

Tracking Records and Arrest

Processing: Tracking Records

AUTOMOBILES AND PROPERTY IN STORAGE: SALES AND REPORTS RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies, and Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Receivable.

BASIC TRAINING RECORDS

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Law Enforcement Training.

BICYCLE REGISTRATION

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Miscellaneous (Non-Building) Applications, Licenses, and Permits.

BINGO LICENSURE RECORDS

Original records created and retained by Department of Public Safety. For copies, see General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading) File.

BREATHALYZER RECORDS

See Chemical Analysis Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

CASE HISTORY FILE: CASES NOT OFFICIALLY INVESTIGATED

Covered by various items on Law Enforcement standard of Local Government Program Schedule

CHEMICAL ANALYSIS RECORDS

Revised description to include DWI and Breathalyzer Records

CITIZEN COMPLAINTS/ADMINISTRATIVE INVESTIGATION RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Constituent Comments, Complains, Petitions, and Service Requests.

COMMENDATION LETTERS

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Service Awards and Commendations.

COMMUNICATIONS RECORDS (REQUESTS AND RECEIPTS)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Requests for Information.

CONFIDENTIAL FUNDS RECORDS

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Payable.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

CRIME PREVENTION RECORDS

See Crime Analysis Records.

CRIMINAL HISTORY RECORDS

See Arrest Reports, Fingerprint Cards,
and Identification Photographs.

DAILY BULLETINS

See General Records Schedule: Local Government Agencies,
Standard 1 (Administration and Management Records), Bulletins.

DETENTION FACILITY INSPECTION REPORTS

See General Records Schedule: Local Government Agencies,
Standard 1 (Administration and Management Records), Facility
Maintenance, Repair, and Inspection Records.

DETENTION FACILITY INCIDENT REPORTS

Title changed from INCIDENT
REPORTS: DETENTION FACILITY

DETENTION FACILITY PHYSICAL FORCE RECORDS

Title changed from Physical Force
Records

DOMESTIC VIOLENCE: ACTIVITY REPORTS

See General Records Schedule: Local Government Agencies,
Standard 1 (Administration and Management Records), Reports
and Studies.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

DOMESTIC VIOLENCE CASE FILES: CLOSED (COPIES)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading) File. Original maintained by court system.

DRIVER'S LICENSE REVOCATIONS FILE

See respective case file related to revocation

DRIVING WHILE IMPAIRED (DWI) REPORTS FILE

See Chemical Analysis Records.

DWI KNOLL MOTIONS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading) File. Original maintained by court system.

ELECTRONIC RECORDINGS OF INTERROGATIONS

ELECTRONIC/VIDEO RECORDINGS OF INTERROGATIONS (HOMICIDE)

See Electronic Recordings of Interrogations (Juvenile and Certain Felonies).

EMERGENCY ACTION RECORDS

See General Records Schedule: Local Government Agencies, Standard 8 (Risk Management Records), Disaster and Emergency Management Plans.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

EQUIPMENT INVENTORY AND ISSUANCE RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Inventories.

EXTRADITION CASE RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading) File. Original maintained by Office of the Governor.

FALSE ALARM REPORTS AND VIOLATIONS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

FEDERAL FIREARMS NOTIFICATION RECORDS

Copies. Originals maintained by federal government.

FEDERAL FOREFEITURE RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Grants, and Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Receivable and Grants: Financial.

FIELDS OBSERVATIONS

Removed "Reports" from Title

FINGERPRINT CARDS (LATENT)

See Fingerprint Cards.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

FIREARMS RANGE FILE

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Equipment, Facility, and Vehicle Usage Records.

FIREARMS TRAINING RECORDS

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Aptitude and Skills Testing Records and Standard 6: Law Enforcement Training.

HANDGUN PERMITS

See Permits: Concealed Weapons and Handguns.

HOUSE AND SPECIAL CHECK REQUESTS

See Incident Response Reports.

IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE DETAINEE RECORDS)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading) File. Original records maintained by County Sheriff's Department.

INCIDENT REPORTS: DETENTION FACILITY

See Incident Response Reports

INMATE DEATH REPORTS

Renamed from Death of Inmate Reports

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

INMATE INCARCERATION RECORDS

Removed "(Active and Inactive)"

from title.

INMATE RESEARCH REQUESTS

Changed Title from Inmate Law

Library (Research) Requests

INTERNAL AFFAIRS CASE RECORDS

See General Records Schedule: Local Government Agencies,

Standard 4 (Human Resources Records), Administrative

Investigations.

LABORATORY CASE RECORDS

Included to cover investigative

agencies which create and

maintain laboratory records as part

of criminal investigations. Records

created and maintained separately

from State Bureau of Identification.

LAW ENFORCEMENT AUDIO AND

VIDEO RECORDINGS

LIST OF INMATE REPORTS

Reports delivered to and maintained by Clerk of Superior Court

MASTER INDEX FILE

See General Records Schedule: Local Government Agencies,

Standard 1 (Administration and Management Records), Indices.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

MOBILE UNIT VIDEO TAPES

See Law Enforcement Audio and Video Recordings.

MODIFIED DIET REQUESTS (INMATES)

See Inmate Meal Records.

MONTHLY CONFINEMENT (JAIL) REPORTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading) File. Original records by Department of Health and Human Services.

MUTUAL AID AGREEMENT RECORDS

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Dual Employment.

OBSERVATION REPORTS

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Training and Educational Records.

PARKING METER RECORDS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Inventories.

PARKING METER COLLECTIONS RECORDS

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll Records), Accounts Receivable.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

PAROLE COMMISSION NOTIFICATION REPORTS

Records received and retained by North Carolina Post-Release Supervision & Parole Commission

PAWNSHOP RECORDS

Title changed from Pawnshop
Cards

PEER COUNSELING (LAW ENFORCEMENT)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Projects, Standard 1: Reports and Studies, and Standard 7 (Public Relations Records), Conferences and Workshops.

PERMITS: CONCEALED WEAPONS AND HANDGUNS

PERSONAL HISTORIES OF KNOWN OR SUSPECTED LAW BREAKERS

See Arrest Reports, Fingerprint Cards,
and Identification Photographs.

PERSONNEL INSPECTION REPORTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

PHYSICAL FORCE RECORDS

See Detention Facility Incident
Reports.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

POLYGRAPH AND DRUG SCREENING PROGRAM

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

PROPERTY RECORDS

Consolidated Confiscated,
Evidence, Stolen/Recovered, and
Unclaimed Property records

PURSUIT LOGS

See General Records Schedule: Local
Government Agencies, Standard 1
(Administration and Management
Records), Reports and Studies.

REIMBURSEMENT REQUESTS FOR INMATES CONFINED LOCALLY

See General Records Schedule: Local Government Agencies,
Standard 2 (Budget, Fiscal, and Payroll Records), Accounts
Payable.

SHIFT ASSIGNMENT RECORDS

See General Records Schedule: Local Government Agencies,
Standard 4 (Human Resources Records), Work Schedules and
Assignments.

SPECIAL ORDER RECORDS

See General Records Schedule: Local Government Agencies,
Standard 1 (Administration and Management Records), Policies
and Procedures.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

SQUAD LEADER PROMOTION FILE

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Performance Reviews, and Standard 6: Position Evaluations.

STATISTICAL REPORTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

STOLEN MOTOR VEHICLES FILE

See Case Files: Misdemeanors, Case Files: Felonies, and Incident Response Reports.

TAXICAB INSPECTION AND LICENSING FILE

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Miscellaneous (Non-Building) Applications, Licenses, and Permits.

TOWED/SEIZED VEHICLE INVENTORIES

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Inventories.

TRAFFIC CITATION AND PARKING TICKET, RECORDS OF DATES TURNED IN BY POLICE OFFICER

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

TRAFFIC STOP REPORTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

TRAINEE INTERN PROGRAM FILE

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Internship Program.

TRAINING ATTENDANCE FILE

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Training and Educational Records.

TRAINING RECORDS

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Law Enforcement Training.

TRAINING RECORDS: PERSONNEL

See General Records Schedule: Local Government Agencies, Standard 4 (Human Resources Records), Training and Educational Records, and Standard 6: Law Enforcement Training.

TRANSIENT SOLICITOR REGISTRATION FILE

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Miscellaneous (Non-Building) Applications, Licenses, and Permits.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

TRESPASS RECORDS

Amended title and description.

Adjusted disposition instructions.

UNIFORM CRIME REPORTS (UCR)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

VEHICLE INSPECTION AND INVENTORY REPORTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Equipment and Vehicle Maintenance, Repair, and Inspection Records.

WANTED PERSONS FILE

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Bulletins.

WARNING TICKETS

See Traffic Citations and Warnings.

WARRANTS FILE

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reference (Reading) File. Official records are stored with the Administrative Office of the Courts.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 20: LAW ENFORCEMENT RECORDS (MUNICIPAL)

WARRANTS REGISTER

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

WORK RELEASE EARNINGS REPORTS

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

WRECKER SERVICE RECORDS

See Vehicle Towing Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

STANDARD 21: TAX RECORDS (MUNICIPAL) CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 21: TAX RECORDS (MUNICIPAL)

ANNUAL REPORT ON PUBLIC DEPOSITS

Record custodian is Department of the State Treasurer. Copies retained in municipal tax office are reference copies and may be destroyed at agency's discretion.

ASSESSED VALUATION AND LEVIES REPORT

Record custodian is North Carolina Department of Revenue. Copies retained in municipal tax office are reference copies and may be destroyed at agency's discretion.

BEER AND WINE TAXES AND RECORDS

BICYCLE LICENSE RECEIPTS

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll records), Accounts Receivable.

MOTOR VEHICLE LICENSE PLATE/DECAL RECORDS

NC DMV has sole authority to issue motor vehicle license plates and decals. Series therefore removed from schedule.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 21: TAX RECORDS (MUNICIPAL)

MOTOR VEHICLE LICENSE RECEIPTS

See General Records Schedule: Local Government Agencies, Standard 2 (Budget, Fiscal, and Payroll records), Accounts Receivable.

MUNICIPAL VEHICLE TAX RECORDS

PRIVILEGE LICENSES, TAXES, AND FEES RECORDS

Includes privilege licenses, privilege license citation records, privilege tax ledgers, and privilege tax receipts.

Applies only to general privilege tax items as authorized by G.S. 160A-194. Specific privilege licenses authorized by other statutes are found in Animal Licensing Records, Beer and Wine Taxes and Records, Municipal Vehicle Tax Records, and Taxicab and Limousine Tax Records.

PRIVILEGE LICENSES

See Program Records Schedule: Local Government Agencies, Standard 21 (Tax Records), Privilege Licenses, Taxes, and Fees Records.

PRIVILEGE LICENSE CITATION RECORDS

See Program Records Schedule: Local Government Agencies, Standard 21 (Tax Records), Privilege Licenses, Taxes, and Fees Records.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 21: TAX RECORDS (MUNICIPAL)

PRIVILEGE TAX LEDGER

See Program Records Schedule: Local Government Agencies, Standard 21 (Tax Records), Privilege Licenses, Taxes, and Fees Records.

PRIVILEGE TAX RECEIPTS

See Program Records Schedule: Local Government Agencies, Standard 21 (Tax Records), Privilege Licenses, Taxes, and Fees Records.

REPORTS OF TAXES COLLECTED (DAILY AND WEEKLY)

See General Records Schedule: Local Government Agencies, Standard 1 (Administration and Management Records), Reports and Studies.

ROOM OCCUPANCY TAX RECORDS

Phrase "by resolution" removed from item description to allow for broader application of item.

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE LOG

CHANGES NEW ITEMS DISCONTINUED ITEMS

STANDARD 21: TAX RECORDS (MUNICIPAL)

SCHEDULE "B" LICENSES

Based on statute changes, description now specifies that this item only applies privilege licenses issued to attorneys-at-law and other professionals, installment paper dealers, and pawnbrokers. Authority and confidentiality statutes added. Disposition wording changed for clarity and to allow for destruction of non-specified items at the end of their reference value. Disposition also changed to retain all settlement records for three years rather than only "detailed" settlements.

TAX EXEMPT PROPERTY FILE

Disposition changed to ensure that records are kept so long as property exemption remains in effect. New disposition requires retaining exemption records for five years after expiration of exemption or end of life of the structure.

TAX LEDGER CARDS OR SHEETS

Disposition changed to "destroy in office 5 years after superseded or obsolete."

TAX RECEIPT BOOK

TAX SALES CERTIFICATES

Item discontinued, as it is no longer applicable.

TAXICAB AND LIMOUSINE TAX RECORDS

2021 LOCAL GOVERNMENT PROGRAM RECORDS RETENTION AND DISPOSITION SCHEDULE CHANGE
LOG

Agenda Item: Consent Meeting Date: 11/16/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Dawn Gilbert, Human Resources Director

DATE: November 1, 2021

SUBJECT: Proposed County of Moore Personnel Policy Revision

PRESENTER: Dawn Gilbert

REQUEST:

Request the Board of Commissioners approve the proposed revision to the County of Moore Personnel Policy.

BACKGROUND:

The proposed policy revision:

- Article VII. Employee Benefits, Section 2 Group Health and Dental Insurance – Allows for a retiree who returns to full-time employment to resume eligibility for retiree insurance coverage at the same rate as when employee had previously retired from the County of Moore and allow the employee to receive a lower premium rate if the most recent full-time employment qualifies the employee at a greater benefit level.

IMPLEMENTATION PLAN:

Effective January 1, 2022

FINANCIAL IMPACT STATEMENT:

N/A RECOMMENDATION SUMMARY:

Request the Board of Commissioners make a motion to adopt the revised Personnel Policy as presented effective January 1, 2022. SUPPORTING ATTACHMENTS:

Revised Policy

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PERSONNEL POLICY

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ARTICLE I. ORGANIZATION OF THE PERSONNEL SYSTEM

Section 1. Purpose

The purpose of this Policy is to establish a fair and uniform system of personnel administration for all employees of the County under the supervision of the County Manager, Board of County Commissioners, Sheriff, Register of Deeds, Board of Elections, Board of Health, Social Services Board and the Soil & Waters Conservation Board. State requirements will supersede these policies for positions subject to the State Personnel Act, whenever there is a conflict. This policy is established under the authority of the General Statutes of North Carolina.

It is a guide providing general information about policies and benefits. When this policy is presented to employees in the format of an employment policy, neither the policy nor any other County communication or practice creates an employment contract. The County reserves the right to make any changes in content or application or eliminate policies and benefits as it deems appropriate. Nothing in this Policy nor any other policy or communication changes the fact that employment is at-will for an indefinite period unless terminated by the employee or the County, except as otherwise governed by federal or state law.

Section 2. Coverage All employees in the County's service shall be subject to this Policy except as noted. The following

officials are exempt from this Policy: elected officials, appointed officials, and Independent contractors.

Employees of the Sheriff and Register of Deeds shall be subject to all sections of this Policy, except that the Sheriff and Register of Deeds have the exclusive right to hire, discharge, and supervise the employees in their respective departments under the authority of 153A-103 of the North Carolina General Statutes. The Soil and Water Conservation Districts has the exclusive right to hire, discharge, and supervise the employees under the authority of 159 of the North Carolina General Statutes.

Employees governed by the provisions of Chapter 126 of the North Carolina General Statutes (State Personnel Act) shall be subject to all articles except when in conflict with Chapter 126, in which case the State Personnel Act shall prevail.

Section 3. Responsibility of the Board of Commissioners

The Board of Commissioners shall establish positions and policies, approve the Position Classification and Pay Plan, approve all new positions and new classifications, and make and confirm appointments when required by law.

Section 4. Responsibility of the County Manager

The County Manager shall be responsible to the Board of Commissioners for the administration of the Personnel Program and shall have full responsibility for all personnel functions. The County Manager shall appoint, suspend and remove all County employees except those elected by the people or whose

appointment is otherwise provided for by law. The County Manager has designated the hiring authority to the Human Resources Director to the extent not inconsistent with law or the policy of the Board of Commissioners.

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Section 5. Responsibility of the Human Resources Director

The County Manager may appoint a Human Resources Director who shall be responsible to the County Manager for administration of the Personnel Program. The Human Resources Director shall recommend rules and revisions of the personnel system to the County Manager for consideration.

Any revisions to this Policy must be approved by the Board of County Commissioners.

Section 6. Responsibility of County Employees

County employees are responsible for complying with the contents of this Policy. An employee, who

violates any of the provisions of this Policy, or administrative policies as approved by the County Manager, may be subject to disciplinary actions such as: suspension, demotion, or dismissal in addition to any civil or criminal penalty.

Section 7. Departmental Procedures

Due to the particular requirements of the various departments of the County, each Department Director is authorized to establish supplemental administrative procedures (Standard Operation Procedures) applicable only to the personnel of that department. All such procedures shall be subject to the review/approval of the County Attorney and County Manager and shall not in any way conflict with this Policy.

Section 8. Definitions

Adverse Action. An involuntary demotion, an involuntary reduction in pay, involuntary transfer, suspension without pay, lay off or dismissal.

Anniversary Date. The employee's original date of uninterrupted employment with the County in a regular position.

Appointing Authority. Any board or position with legal or delegated authority to make hiring decisions.

Applicant. One who places himself or herself in competition for a vacant position by the virtue of completing and submitting an application for employment regardless of current employment status, (i.e., a current County employee becomes an applicant when an application for another position is submitted).

Class. A position or group of positions having similar duties and responsibilities, requiring similar qualifications, which can be properly designated by a single title indicative of the nature of work performed, and carrying the same salary range.

Cost of Living Adjustment. A general pay increase granted to all employees in a fiscal year in response to inflation and labor market factors.

Competitive Service Employee. An employee of the Department of Social Services, the Health

Department, or the Office of Emergency Management receiving federal grant-in-aid funds and subject to the State Personnel Act, Chapter 126 of the North Carolina General Statutes.

Compensatory Time. Time earned by a non-exempt employee for work in excess of a workweek.

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Contributing Competencies. Knowledge, skills, and abilities necessary to effectively perform a particular job as described for Steps 1, 2, 3, 4, or 5 of the position.

Demotion. The reassignment of an employee to a position or a classification having a lower salary range than the position or the classification from which the reassignment is made.

Department Director. The highest level of supervision or top administrative official of a department of County government.

Downgrade. A change that results in a lower grade being assigned to a position based on duties, responsibilities, and reorganization or market surveys.

Essential Positions: Employee positions that are determined essential to the successful and efficient management of an emergency situation are as follows:

Animal Shelter Attendants

Automobile Mechanic E911 personnel

Electrical Maintenance Technician Emergency Services/Public Safety and EOC staff (In accordance with EO Plan)

Emergency Medical Services

Equipment Operator

Garage Supervisor

HVAC Maintenance Technician

Landfill Supervisor

Maintenance Supervisor/Collections/Distributions/Water Quality

Maintenance Supervisor

Maintenance Technician

Sheriff's Office field personnel

Truck Driver Utility Maintenance Technician

Utility Operations Manager Water Plant Operator

Water Pollution Control Plant Operator

Water Pollution Control Plant Mechanic

Weighmaster

Exempt Employee. An employee not subject to Fair Labor Standards Act provisions regarding minimum wage and overtime compensation.

Full Time Employee. A salaried employee or position to which a salaried employee is assigned, scheduled for 40 hours or more per work week as can be a salaried or hourly employee.

Hiring Rate. Step 1 through the maximum salary levels for a given classification.

Immediate Family. Wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, step-child, stepbrother and stepsister.

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Independent Contractor. Per IRS Publication 15-A, an independent contractor is a person who performs services in which the payer only has the right to control or direct the result of the work, not the method. The designation of independent contractor will be determined by using the IRS 20-factor test which assesses the degree of control the County exercises over the way the work is performed. An Independent Contractor receives no fringe benefits.

Just Cause. Legally acceptable or sufficient reason.

Merit Award. A bonus payment awarded in a lump sum based on service that exceeds the expected performance of the assigned position.

Non-Exempt Employee. An employee subject to Fair Labor Standards Act provisions regarding minimum wage and overtime compensation.

Part-Time Employee. Hourly compensated employee or position to which an hourly employee is assigned, scheduled for work less than 40 hours per workweek.

Pay Grade. All positions that are sufficiently comparable to warrant one range.

Pay Plan. A schedule of pay ranges arranged by sequential grades.

Pay Plan Revision. The uniform raising or lowering of the pay ranges of every grade within the Pay Plan.

Pay Range. The minimum through the maximum salary levels for a given classification.

Pay Range Revision. The raising or lowering of the salary range for one or more specific classes of positions within the Position Classification and Pay Plan.

Performance Evaluation System. A review of an employee's performance based on standard personnel practices and performance principles.

Performance Pay. An increase as determined by the applicable Pay Plan and the County's annual budget based upon an employee's performance evaluation.

Performance Principles. A systematic and uniform method of personnel administration based on equal employment opportunity principles and designed to provide objective employment decisions.

Position. A group of current duties and responsibilities requiring the full or part-time employment of one person.

Position Classification Plan. A plan approved by the Board of County Commissioners that assigns classes (positions) to the appropriate pay grade, based on internal comparison and market surveys of relative duties and responsibilities.

Position Specification. Qualification standards required for an employee to progress through the

Position Classification and Pay Plan.

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Prior Service Credit. A system for determining eligibility for employment and/or benefits, based on equivalent prior service to Moore County

Probationary Employee. An individual appointed to a regular position who has served less than 9 months in the position, or who has otherwise not completed specified prerequisites for attaining regular status. This may be based on initial hire, promotion, or transfer into another position.

Promotion. The reassignment of an employee to a position or classification in the County having a higher pay range than the position from which the reassignment is made.

Reassignment. Intradepartmental change of duty assignment within the same grade and based upon needs of the department, as determined in the sole discretion of the Department Director.

Reclassification. A change in a position from one class to another based on changes in the complexity and responsibility of, and the skill required to perform, the essential functions of the position.

Reduction in Force. The abolishment of or reduction of all or some portion of a position, based on the needs of the organization, work load, and availability of funding.

Regular Employee. An employee who has satisfactorily completed a probationary period and has been approved for regular status by his or her department director. If the employee hired is designated a trainee or is assigned to a "work against" position, the employee shall also satisfy the minimum education and work experience requirements of the position before attaining regular status (competitive service employees only).

Regular Full-time Position. A position that has been approved by the Board of County Commissioners, the duties and responsibilities of which are required to be performed on a continuous basis, normally requiring full-time employment of an individual.

Regular Part-time Position. A position that has been approved by the Board of County Commissioners, the duties and responsibilities of which are normally to be performed in less than a regular work day and/or workweek.

Reorganization. Due to changes in the organizational needs of a department or the County, the duties and responsibilities or technological requirements of a position may be reclassified, and a position may be abolished in full or in part, or a new position created.

Resource Employee. An individual who serves in a position without benefits and for an indefinite duration.

Retaliation. Any form of adverse reaction to a lawful and protected action by an employee.

Steps. Method of progression through the five contributing competency ranges.

Temporary Employee. An individual appointed to serve in a position for a definite duration, not to exceed 12 months.

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Temporary Position. A position for which the duties and responsibilities are required to be met for a limited period of time, normally not to exceed 12 months, and which may or may not require attendance by an individual for a full work day and/or workweek.

Transfer. Change of duty assignment as a result of any employee becoming an applicant and being selected for a vacant position within the County.

Upgrade. A change that results in a higher grade being assigned to a position with the same job responsibility.

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ARTICLE II. CLASSIFICATION PLAN

Section 1. Policy Statement

All positions covered by the plan are classified according to their duties, responsibilities, qualifications needed of incumbent employees, and other related factors. In order to assure its continuing value as a personnel management tool, the Position Classification Plan shall be maintained and updated to reflect the current work assignments and other conditions and requirements which are factors in proper classification and allocation of positions.

Section 2. Adoption

The Position Classification Plan, approved by the Board of County Commissioners, is the official Position Classification Plan for the County of Moore.

Section 3. Allocation of Positions

Upon recommendation of the Human Resources Director, the County Manager shall allocate each position covered by the classification plan to its appropriate class and salary grade in the plan. The Board of Commissioners is responsible for approving the total number of positions.

Section 4. Administration of the Position Classification Plan

The Human Resources Director shall be responsible for the administration and maintenance of the Position Classification Plan so that it will accurately reflect the duties performed by employees in the classes to which their positions are allocated. Upon classification, each position shall be assigned to a salary grade in the Position Classification Plan.

4.A. Department Directors shall be responsible for bringing to the attention of the Human Resources Director:

4.A.1. The need for new positions, and

4.A.2. Material changes in the nature of duties, responsibilities, working conditions, or other factors affecting the classifications of any existing positions.

4.B. The Human Resources Director will recommend to the County Manager to either:

4.B.1. Allocate the new position to the appropriate class within the existing classification plan, or

4.B.2. Recommend that the Board of Commissioners amend the Position Classification Plan to establish a new class to which the new position may be allocated.

New positions shall be established only with the approval of the Board of Commissioners.

4.C. When the Human Resources Director finds that a substantial change has occurred in the nature or level of duties and responsibilities of an existing position, the Human Resources Director will

recommend to the County Manager to:

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4.C.1. Direct that the existing class specification be revised,

4.C.2. Reallocate the position to the appropriate class within the existing classification plan,
or

4.C.3. Recommend that the Board of Commissioners amend the Position Classification Plan
to establish a new class to which the position may be allocated.

Section 5. Amendment of the Position Classification Plan Classes of positions shall be added to and deleted from
the Position Classification Plan by the Board
of Commissioners based upon the recommendation of the County Manager.

Section 6. Procedures for Change

The Position Classification Plan may have classes added or deleted annually as part of the budget
process, or as needs of the County organization require. The Board of Commissioners shall approve
the creation or deletion of any class.

When a Department Director believes that a new class is needed, either to add a new type of work or to reflect
additional levels of work within an existing series of classes, the Director shall furnish the
Human Resources Director with a written statement of proposed duties for the new class, and other information as
necessary.

A class shall be deleted from the Position Classification Plan when the Board of County
Commissioners, with the recommendation of the County Manager, has determined that it is no
longer needed for the positions in the County organization.

Section 7. Reclassification of Positions

When a Department Director believes that a substantial change has occurred in the level of duties
and responsibilities of an existing position, the Department Director shall submit in writing to the Human Resources
Director a detailed job description, related justifications and his/her
recommendations.

The County Manager shall review the recommendation and shall approve, disapprove or reclassify the position to an
existing classification or recommend the establishment of a new class for approval
by the Board of County Commissioners.

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ARTICLE III. PAY PLAN

Section 1. Adoption

The Pay Plan, as approved by the Board of County Commissioners, is adopted annually as the official Pay Plan for Moore County.

Section 2. Administration, Maintenance and Transition of the Pay Plan

The County Manager shall be responsible to the Board of Commissioners for the administration and maintenance of the Pay Plan. The Pay Plan is intended to provide equitable compensation for all positions, when considered in relation to each other, to general rates of pay for similar employment in the private and public sectors, to changes in the cost-of-living, to the financial conditions of the County and other relevant factors. To this end, the County Manager shall, from time to time, make comparative studies of all factors affecting the level of salary ranges and shall recommend to the Board of Commissioners such changes as the County Manager may deem appropriate. When transitioning into a new pay plan, as practical as possible, the change will have no negative impact on an employee salary.

Section 3. Hiring or Starting Salary

Each employee, except those competitive service employees with trainee/work against status, shall be paid at least Step 1 within the pay range established for the classification of the position. Appointment above Step 1 will be based upon comparing the employee qualifications to the position specification, verified employment and/or education history. The applicant will be placed within the salary range after evaluating the employee's qualifications with the position's specifications.

Section 4. Hourly Rate of Part-Time Employee

The hourly rate paid to part-time employees is set out in the Pay Plan adopted annually by the Board of Commissioners as part of the budget process.

Section 5. Salary Adjustments

The Human Resources Director shall be responsible for administering all adjustments. Employees shall be advised of all salary changes.

5.A. Salary adjustments may occur as a result of the following:

5.A.1. Cost-of-Living Adjustment - The Board of Commissioners may grant all employees in service to the County a cost-of-living adjustment each fiscal year as directed in the annual budget.

5.A.2. Performance Pay - Performance pay may be funded in the annual budget, and is awarded based on the annual performance review. An employee will be eligible for performance pay if he/she is at Step 5 or above and meets the position specifications. Performance pay is effective on the first day of the next pay period

following the employee's employment anniversary date. All documentation must be received before the payroll deadline date of the pay period in which the performance pay is due. When an employee's annual salary is at or near the maximum of the pay grade, the employee shall receive the portion of the performance pay that exceeds the maximum pay of the pay grade as a lump sum payment.

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5.A.3. Below proficient rating - An employee whose annual performance is rated below proficient shall receive a 3.25% decrease in salary until such time as the performance is rated at proficient or above. The supervisor and employee shall develop a 60 day work plan for performance improvement to the proficient level. The work plan for performance improvement shall be in writing and a copy shall be placed in the personnel file. The employee's progress shall be reviewed at 30 days after entering into a work plan for performance improvement and discussed with the employee. This 30 day review shall be acknowledged in writing. Failure to achieve a rating at proficient or above at the end of 60 days shall result in disciplinary action up to and including dismissal. The decrease in salary is effective on the next pay period following the date of receipt of the below standard rating. If after 60 days, performance returns to proficient or above, the employee will return to previous salary and will remain there until the next annual evaluation. All documentation must be received before the payroll deadline date of the pay period in which the decrease is assessed.

5.A.4. Demotion - An employee may receive a decrease in salary due to a demotion to a lower salary grade as determined by the Department Director, subject to review and approval by the Human Resources Director and the County Manager.

5.A.5. Reclassification - When a position is reclassified to a higher grade, the County Manager has the discretion to:

5.A.5.a. Adjust the salary upward, provided that the adjusted salary does not exceed the maximum of the new salary range, or

5.A.5.b. To leave the salary unchanged, except when the salary is below Step 1, in which case the salary shall be brought up to Step 1 of the new classification. When a position is reclassified to a lower class and the employee is receiving a salary above the maximum rate established for the new class, the salary of the employee shall be maintained at that level until such time as the position's pay range is increased above the employee's current salary.

5.A.6. Negotiated increase - Other salary increases may be granted from time to time with the approval of the County Manager or other hiring authority, as applicable. The County Manager or other hiring authority, as applicable may increase the annual salary of an employee when the employee's position is known to be one that is hard to fill or the market rate exceeds the current rate of pay or when the employee assumes additional duties and responsibilities. The salary after any such increase

may not exceed the maximum of the salary range.

5.A.7. Progression through the Contributing Competencies (Steps 1, 2, 3 and 4 only) - An employee who meets the position specification for the next applicable step prior to his/her anniversary date will be moved to the appropriate step within the established County of Moore Classification and Pay Plan, effective the next pay period after meeting the applicable contributing competency. For the purposes of the Step System, 1 year is equal to 2080 hours worked. The employee must be performing at a proficient level in order to be considered for the next step.

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5.A.8. Trainee/work against to full class (competitive service employees only) - When a trainee or employee classified as a "work against" meets the minimum requirements for the position (full class), the salary shall be adjusted upward to the minimum of the position's salary range unless otherwise negotiated at the time of hire. Approved leave without pay shall not count as time worked toward meeting the minimum requirements for the position.

5B. Effective date of salary adjustments - Salary adjustments shall generally be effective on the first day of the next pay period following the change.

5.C. Merit awards -- Merit award funds may be funded by the Board of Commissioners during the annual budget process. If so designated, merit awards shall be allocated in a manner determined by the County Manager. Employees in regular, budgeted positions working a minimum of 20 hours per week are eligible to receive merit awards. Eligible employees may be granted lump sum merit awards at any time during the budget year. Merit awards should follow incidents or periods of outstanding job performance.

Section 6. Pay Periods

All employees shall be paid bi-weekly, 2 weeks in arrears. The usual payroll is every other Thursday; if the scheduled payday is a holiday, employees will be paid the last working day prior to said holiday. Pay is made by direct deposit to the employee's banking accounts.

Section 7. Payroll Deductions Payroll deductions specifically mandated or authorized by law shall be deducted from each employee's pay and shall include:

7.A. Federal income tax

7.B. State income tax

7.C. Social security

7.D. North Carolina Local Government Employees' Retirement System, or Law Enforcement Officers' Benefit and Retirement Fund.

Other deductions which may be taken include optional United Way contributions, retirement plan contributions, insurance benefit payments and other voluntary deductions approved by the County Manager, in accordance with applicable law.

Section 8. Salary at Separation

The final scheduled payroll will be paid 2 weeks in arrears. The final payment paid to the employee will include annual leave, compensatory time and overtime amounts due. An employee who separates from employment with the County will receive an appropriate reduction in final pay if there

is a negative balance in leave.

Section 9. Advance on Wages

There shall be no advance on wages.

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ARTICLE IV. RECRUITMENT AND SELECTION

Section 1. Statement of Equal Employment Opportunity Policy

It is the policy of the County to maintain a systematic, consistent recruitment program, to promote equal employment opportunities, and to identify and attract the most qualified applicants for employment with the County. This policy is achieved by announcing all position vacancies, by evaluating all applicants using the same criteria, or by applying testing methods through the Employment Security Commission. All appointments, promotions and other personnel transactions shall be made solely on the basis of merit and fitness for duty. The County of Moore is an equal opportunity employer. All applicants for job openings are considered for employment without regard to race, color, sex, religion, disability, national origin, or age as provided by law.

Section 2. Recruitment Requirements The Human Resources Director shall be responsible for an active recruitment program to meet

current and projected manpower needs through procedures that will assure equal employment opportunities based on reasonable performance-related job requirements. To accomplish this, the efforts of the Human Resources Director and all County departments must be coordinated in a timely manner. The Human Resources Director and Department Directors shall jointly determine whether a position vacancy will be recruited by internal, external or concurrent postings.

Section 3. Position Vacancy Announcements

Vacant positions shall be reviewed by the Department Director and the Human Resources Director to determine if the position is appropriately classified, if the position should be filled, how the posting and recruitment should be handled and the necessary job requirements.

Positions which are to be posted internally to current County Employees shall be posted for at least 5 working days. Positions which are posted and advertised externally shall be posted for a minimum of 10 working days and shall include information pertinent to the position, including at minimum, the title, salary range, key duties, knowledge and skill requirements, minimum education and experience standard, department, special certification or licensing requirements and application closing date. This posting shall be in the Moore County vacancy listing as well as posted with the local Employment Security Commission office and, as determined appropriate, advertised through the media, schools and professional sources.

If a position has been advertised recently and an adequate number of applications exist, the County may not be required to re-advertise.

Section 4. Residency Requirement

The County Manager (by contract) and the Assistant County Manager shall be required to reside within Moore County or to relocate into the County within nine (9) months of the first day of

employment or promotion. This shall be a condition of employment and/or promotion and all applicants shall be so advised. Failure to comply may result in disciplinary action up to and including termination.

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Section 5. Applications for Employment

All persons expressing interest in employment with the County shall be given the opportunity to file an application for employment. Applicants will be considered on the basis of their qualifications and suitability for the position, including, but not limited to, relative ability, knowledge and skills, educational background and any special licenses or certifications which may be required. All applications must be made through the Human Resources Department.

Applicant information is confidential in accordance with North Carolina General Statutes §153A-98 and other applicable laws.

Section 6. Applicant Tracking Human Resources shall be responsible for maintenance of permanent records of all position

vacancy announcements, including posting and closing dates, all optional referral sources used in the recruitment process and the pool of applicants considered for each vacancy.

The applicant pool data for each position shall include interview information, and test scores, where applicable, for each position vacancy announcement, as well as other documentation required by applicable federal, state or local law. An alphabetical list of all applicants shall be maintained by Human Resources.

Section 7. Application Reserve File

Applications for employment shall be kept in an active file for one (1) year and then in a reserve file for one (1) year in accordance with the County of Moore Management Records Retention and Disposition Schedule.

Section 8. Qualification Standards All applicants considered for employment or employees considered for internally-posted openings

shall meet the qualification standards established by the Position Classification Plan. All appointments shall be made on the basis of equal employment opportunity principles.

Qualifications shall be reviewed periodically to assure that requirements are fair and conform to actual job performance requirements.

Section 9. Selection for Employment

Department Directors shall develop, use and document, on a consistent basis, a selection process which fairly assesses the aptitude, education and experience, knowledge and skills, character, and other qualifications required for positions in the service of the County and provide the information to Human Resources Department.

Section 10. Conditional Offer of Employment

In order to protect the person and property of citizens and clients of the County of Moore, the County,

in its sole discretion, may require that additional tests or investigations be conducted after making a conditional offer of employment, but before making a final offer of employment. Such additional tests or investigations are determined by the position being filled, and may include, but are not necessarily limited to the following: credit checks, typing tests, driving tests and finger printing, all in accordance with applicable law.

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Once an applicant is extended a conditional offer of employment, the applicant may be required to undergo an examination for physical, mental or emotional fitness for duty. The appropriate test will be based on bona fide occupational qualifications. Unsatisfactory results from such testing will result in the conditional offer of employment being withdrawn.

Applicants shall be required to undergo substance abuse screening prior to being made a final offer of employment, in accordance with the County of Moore Substance Abuse Policy adopted by the Board of Commissioners.

All positions (full-time, part-time, volunteer, resource and temporary) within Moore County shall require a background check. Applicants shall complete a Background Check Consent Form prior to the check being conducted. Refusal to sign the disclosure authorization statement will constitute grounds to discontinue any employment or volunteer consideration for that candidate. Background checks will be discussed with the Department Director on an as-needed basis. Background check results will be maintained in a highly confidential manner. It shall be the responsibility of the Human Resources Director, under the direction of the County Manager, to qualify/disqualify applicants to hire or volunteer. Should there be a disagreement between the Human Resources Director and the Department Director on the results of the check, the County Manager shall be the final authority. The Board of County Commissioners shall be the final decision maker for the appointed positions of County Manager, Clerk to the Board, County Attorney and Tax Administrator. The Sheriff and Register of Deeds will make the final decision on their employees. The Boards of Elections, Health and Social Services will be the final decision maker for their appointed directors.

A background check shall consist of a review of national and local criminal records to include convictions and/or pending charges. Additionally, a United States National Sex Offender Registry and also known as (AKAs) search shall be conducted.

No final employment or volunteer applicant will be approved if convicted of a felony crime involving theft, burglary, embezzlement, robbery, fraud, bribery, misappropriation, assault, kidnapping, child abuse, rape, crime against nature, homicide, incest, indecent liberties, indecent exposure, obscenity, and sexual assault. For a felony conviction not listed above and for any misdemeanor, the County will consider length of time since conviction, nature of crime, circumstance surrounding the commission of the offense or offenses, evidence of rehabilitation, number of prior convictions, and age of the person at the time of occurrence.

No individual who applies for employment or to volunteer to work with children, seniors, individuals with disabilities or animals shall be approved if convicted of any misdemeanor or felony crimes involving assault, kidnapping, child abuse, rape, crime against nature, homicide, incest, indecent liberties, indecent exposure, obscenity, or sexual assault.

In the event that disqualifying information is revealed during the background check process, applicants shall be notified that the Conditional Offer is being withdrawn. Applicants shall have the

right to appeal the disqualifying decision to the County Manager in writing within 5 business days from the date of receipt of the rejection notification letter. Applicants applying for positions at the Sheriff's Office, Register of Deeds, Department of Social Services, Health Department, Cooperative Extension, Soil & Water and Board of Elections shall appeal to their board or their highest level of management, whichever is appropriate.

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Evidence that a check was conducted, date and type of background check, and a sufficient record of a disqualifying outcome must be maintained by Human Resources. A copy of the disqualification notification to the applicant and the background check record must be retained in the position vacancy file.

Evidence of a background check that results in an employee being approved for hire should be filed separate from their personnel file.

Employees and volunteers working with children, seniors, individuals with disabilities and/or animals are subject to an annual background check as defined above.

Section 11. Appointments All appointments to positions with the County shall be made on the basis of job related qualifications, skills and the needs of the County.

Before any commitment is made to an applicant, the Department Director shall forward the applicant's completed application form and completed employment verification form to the Human Resources Director with a recommendation concerning the position to which the applicant is to be appointed, and the applicant's placement on the established Moore County Position Classification and Pay Plan and the reasons for selecting the particular applicant over others.

After investigating the qualifications and experience of the applicant and upon successful completion of a background check and substance abuse screen, the Human Resources Director shall approve or reject the appointment to the position and the starting salary of the employee. In the office of the Sheriff, Register of Deeds, and Board of Elections, the hiring authority in each respective office or board shall make the appointment to the position and determine the starting salary, as outlined in the Moore County Position Classification and Pay Plan..

Section 12. Probationary Period of Employment

A probationary period of 9 months from the date of hire shall be served by all employees in allocated positions in the service of the County except for employees of the Sheriff or the Register of Deeds.

The probationary periods shall be extended for any amount of time the employee is on approved leave without pay. An employee in serving a probationary period following initial appointment may be dismissed at any time during the probationary period with or without cause.

The successful completion of this probationary period should not be construed as creating a contract, or as guaranteeing employment for any specific duration or as establishing a just cause termination standard. Supervisors are required to hold a 6 month performance conference to inform the employee in writing of job performance. The supervisor shall be responsible for evaluating the performance of the employee during the probationary period and shall complete a 9 month performance evaluation on or before the completion date of the probationary period. Before completion of the probationary period, all Department Directors, except the Sheriff and Register of

Deeds, shall indicate in writing to the Human Resources Director all of the following:

12.A. That the employee's supervisor has discussed the new employee's progress (accomplishments, strengths and weaknesses) with the new employee;

12.B. Whether the new employee is performing satisfactory work; and

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12.C. Whether the new employee is recommended for regular status or recommended for termination of employment.

Section 13. Regular Status

Regular status shall be granted to all fully qualified employees in officially budgeted regular positions after satisfactory completion of the 9 month probationary period. Notwithstanding "regular designation," employees of the Register of Deeds and Sheriff serve at the pleasure of the Register of Deeds and Sheriff respectively.

If a regular employee is transferred to another position as a reduction in force, a new 9 month probationary period shall be established as a condition of transfer.

Section 14. Promotion A probationary or regular employee may be a candidate for promotion and shall be chosen on the

basis of qualifications and work record. When a vacancy for a higher-level position occurs within the employee's department and the employee who meets the minimum qualifications applies for that position, performance appraisals and work records shall be carefully examined before the appointment is recommended to the Human Resources Director. When a current employee is chosen for a vacant position, the Department Director shall forward the request to the Human Resources Director with recommendations for classification and salary along with reasons for selecting the employee over other applicants. After considering the recommendations, the Human Resources Director shall confirm or reject the appointment and determine the starting salary of the employee.

If a regular employee is promoted to another position in the County, a new 9 month probationary period shall be established as a condition of promotion.

Section 15. Demotion

The County recognizes two types of demotion – non-disciplinary and disciplinary. A demotion is a change in job responsibility to a position in a lower salary range. A Department Director may demote an employee under the following conditions:

15.A. Non-disciplinary - When the Department Director determines that the employee is unable to perform in the current position, but shows promise of becoming a satisfactory employee in a lesser position, an assignment to a lesser position may be made without an application process and if a position is available; and

15.B. Disciplinary - When an employee's performance or conduct is sufficient to satisfy grounds for a dismissal, a Department Director may consider demotion in lieu of dismissal, pursuant to Article VIII of this Policy.

Section 16. Transfer

If a vacancy occurs and a probationary or regular employee wishes to be considered for the appointment, an application must be forwarded to Human Resources during the recruitment period

for the position, and must meet the minimum qualifications of the class. This application will be considered along with others submitted. Transfers occur when an employee moves to the same classification or to another class at the same or lesser salary grade.

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Section 17. Performance Evaluation

Supervisors and/or Department Directors shall conduct performance evaluation conferences with each employee at least once per year. These performance evaluations shall be documented in writing and placed in the employee's personnel file. Procedures for the performance evaluation program shall be established by the County Manager and Human Resources.

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ARTICLE V. CONDITION OF EMPLOYMENT

Section 1. Gifts and Favors

No employee shall accept any gift, favor or thing of value that may tend to influence the employee in the discharge of duties. No employee shall grant in the discharge of duties any improper favor, service or thing of value. This section is not intended to prevent a gift a public servant would be permitted to accept under G.S. 138A-32, or the gift and receipt of honorariums for participating in meetings, advertising items or souvenirs of nominal value, or meals furnished at banquets.

Section 2. Political Activity Restricted

No employee shall:

2.A. Engage in any political or partisan activity while on duty, or while wearing a County uniform;

2.B. Use official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for office;

2.C. Be required as a duty of employment or as a condition for employment, promotion or tenure of office, to contribute funds for political or partisan purposes;

2.D. Coerce or compel contributions for political or partisan purposes by another employee of the County; or

2.E. Use any funds, supplies or equipment of the County for political or partisan purposes. Employees in certain federally-aided programs are subject to the Hatch Act as amended in 1975.

This federal act prohibits candidacy for elective office in a partisan election.

Section 3. Secondary or Outside Employment

Full-time employment with the County will take precedence over other employment interests of employees. All outside employment for salaries, wages or commissions, and all self-employment, must be reported to and approved by the employee's Department Director before such work is to begin. The Department Director will determine whether the outside work would create a conflict of interest or otherwise be incompatible with County service. The Department Director will report potentially conflicting employment to the County Manager. The assumption of outside employment without prior approval by the County will be deemed improper conduct and subject the employee to disciplinary action, up to and including dismissal. The employee will be given written notification of approval to work before such work begins, which will be placed in the employee's personnel file.

While an employee is on Family Medical Leave, secondary employment is prohibited.

Section 4. Endorsement of Any Business

County employees are prohibited from endorsing or soliciting for any business, service, or program not related to County government during regular work hours.

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Section 5. Limitation on Employment of Relatives

The employment of immediate family within the same department is prohibited. This policy shall not be retroactive, and no action will be taken concerning those members of the same family employed in conflict with this Section prior to the adoption of this policy.

Immediate family is defined for the purpose of this Section Only as spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships that can be derived from those names.

As a safeguard against nepotism, the Board of Commissioners shall approve the appointment by the Sheriff or the Register of Deeds of a relative by blood or marriage of nearer kinship than first cousin, as required by Chapter 153A-103(1) of the North Carolina General Statutes.

Section 6. Smoking Policy

All Moore County Governmental Property is smoke free and includes but is not limited to cigarettes, tobacco, and devices such as e-cigarettes, pipes and vaporizers. The use of these items is prohibited in/on all Moore County property including vehicles, grounds, and parking lots and inside/outside all County owned/leased facilities.

Section 7. Improper Dating

It is the policy of Moore County that supervisors are not to date their subordinates, and any occurrence must be immediately reported to the Human Resources Director. Any employee knowing of any such dating arrangements must report it immediately to the Human Resources Director.

Section 8. Workplace Harassment

Moore County is committed to maintaining a work environment that is free of discrimination and harassment. Harassment of any person because of gender, race, color, age, religion, disability, ancestry or national origin is strictly prohibited, whether directed at an employee, vendor or customer. Any such harassment is prohibited whether or not it also violates the equal employment opportunity laws. This applies to all employees of Moore County at every level.

No one may threaten or imply that an employee's submission to or rejection of sexual advances will in any way influence any decision about that employee's employment, advancement, duties, compensation or other terms or conditions of employment. No one may take any personnel action based on an employee's submission to or rejection of sexual advances.

No one may subject another employee to any unwelcome conduct of a sexual nature. This includes, but is not limited to, unwelcome physical conduct, such as touching, blocking, staring, making sexual gestures, making or displaying sexual drawings or photographs and unwelcome verbal conduct, such as sexual propositions, slurs, insults, jokes and other sexual comments. An employee's conduct will be considered unwelcome and in violation of this Policy when a reasonable person knows or should

know such conduct is unwelcome to the person subjected to it.

No one may harass anyone because of that person's race, color, age, religion, ancestry or national origin. Examples of conduct prohibited include, but are not limited to, using racial and ethnic slurs or offensive stereotypes and making jokes about these characteristics.

8.A. Making Complaints and Reporting Violations Employees are encouraged to report conduct that they believe may be prohibited harassment, even if they are not sure that the conduct violates the

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policy. If an employee believes he or she is the victim of harassment, that employee is requested and strongly encouraged to make a complaint to Moore County within 15 calendar days of the alleged harassing action. However, all reports of harassment will receive a prompt, impartial, and thorough investigation, regardless of the timing of the complaint. The employee is not required to complain first to the person who is harassing him/her. The employee may complain directly to his/her supervisor, Department Head or the Human Resources Director. Similarly, if an employee observes a harassment of another employee, he/she is requested and encouraged to report this to one of the persons described above. Any supervisor who observes harassment or receives a report of harassment shall immediately report the matter to the Human Resources Director in writing. Supervisors who fail to forward complaints to the Human Resources Director as prescribed in this section shall be subject to discipline up to and including dismissal.

8.B. Investigation of Complaints and Reports - Moore County will promptly, impartially, and thoroughly investigate any complaint or report of a violation of workplace harassment. A thorough investigation can take several weeks in some cases. An employee may at any time ask the Human Resources Director about the status of the investigation. Employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

Considering the sensitive nature of harassment complaints, every effort will be made to keep the complaint and the name of the employee confidential and on a need to know basis. The identity of individuals who report harassment, alleged victims, witnesses, and alleged harassers will be kept confidential to the extent possible and permitted by law, consistent with a thorough and impartial investigation. Reports, including the final report, will be distributed only to persons having a need or right to know. Employees involved in any investigation, whether as complainant or alleged harasser, witness or investigator should keep all discussions or communications confidential.

Harassment investigation files shall remain separate and apart from personnel files. Neither the claimant nor the alleged harasser has a right to the contents of these files. Any personnel action, such as discipline, resulting from an investigation, shall be placed in the file of the person whom the complaint is brought against. The contents of these files are confidential and protected by federal, state and local laws.

Moore County will take prompt disciplinary and remedial action if its investigation shows a violation of this Policy. Depending on the circumstances, the disciplinary action may range from a warning to a dismissal from employment. Disciplinary action for retaliation against an employee for reporting harassment will be severe and swift, and may include termination of employment.

A complaint or report that this Policy has been violated is a serious matter. Dishonest complaints or reports are also against our Policy and Moore County will take appropriate disciplinary action if its investigation shows that deliberately dishonest and bad faith accusations have been made.

No reprisal, retaliation or other adverse action will be taken against any employee for making in good faith a complaint or report of harassment or for assisting in good faith in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to the Human Resources Director.

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Section 9. Workplace Violence It is the intent of Moore County to provide a workplace for County employees that is free from

violence by establishing preventive measures, holding perpetrators of violence accountable and by providing assistance and support to victims. Committing violent acts, whether on-duty or off-duty, has the potential to impact an employee's ability to perform his or her job. In implementing this policy, the County is guided by the Federal Occupational Safety and Health Act of 1970 that requires employers to provide employees with a safe and healthy work environment.

9.A. Workplace Violence Coverage - This policy applies to all employees of the County. For purposes of this policy, violent conduct is defined as abusive language, verbal threats, intimidation, coercion, aggressive or threatening behavior, fighting, physical assault and/or battery, and other expressed or implied threats of harm. This policy applies to violent conduct of an employee while functioning in the course and scope of employment as well as off-duty violent conduct that has a potential adverse impact on a County employee's ability to perform the assigned duties and responsibilities.

Although it is not possible to set forth an all-inclusive list of all conduct that may constitute acts covered by this policy, the following examples may be illustrative:

9.A.1. Belligerence, bullying, or other inappropriate and aggressive behavior;

9.A.2. Brandishing a weapon or bringing an unauthorized weapon to the workplace;

9.A.3. Reference to weapons, incidents of workplace violence, or use of violence to solve problems; or

9.A.4. Misuse of authority vested to any employee of the County in such a way that it violates this policy.

A violation of this policy shall be considered unacceptable personal conduct. An act of off-duty violent conduct may also be grounds for disciplinary action.

9.B. Reporting Responsibilities - All employees are encouraged to be alert to the possibility of violence on the part of employees, former employees, customers and strangers. Employees shall place safety as their highest concern, and shall report all acts of violence and threats of violence. All reports of violence will be handled in a confidential manner, with information related only on a need-to-know basis. Reports shall be made to the Human Resources Director or the Department Director immediately. Law enforcement shall be informed as appropriate. All reports shall be investigated. Employees who have obtained judicial protective or restraining orders should inform the Human Resources Director and law enforcement immediately. Management shall be sensitive and responsive to employees' fear of reprisal.

9.C. Retaliation - This policy prohibits retaliation against any employee who, in good faith, reports a violation of this policy. Every effort will be made to protect the safety and anonymity of anyone who

comes forward with concerns about a threat or act of violence.

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Section 10. Criminal Convictions

All employees shall report in writing any conviction for a criminal offense to the Department Director (and/or Human Resources) within 2 business days following the conviction. Non-moving violations (e.g. expired vehicle inspections, license plates, registrations, or improper equipment) and warning citations need not be reported, unless otherwise required under the Vehicle Fleet Policy.

Employees failing to report convictions shall be subject to disciplinary action up to and including termination. Convictions reported shall be evaluated with regard to the employee's position to determine whether disciplinary action is merited.

Moore County shall have the right to perform criminal background checks on any current employee or volunteer if there is a reason to believe the employee or volunteer has been arrested, convicted of, or pled guilty to any criminal offense involving moral turpitude, whether misdemeanor or felony, and based upon a report from an identifiable, reliable source.

Section 11. Personal Appearance and Behavior

Discretion in style of dress and behavior is essential to the efficient operation of Moore County Government.

Employees are expected to be neat, clean and well-groomed while on the job. All clothing must be consistent with the standards for a professional environment and not attract undue attention or serve as a distraction to others. Attire must also be appropriate to the type of work being performed and take into account the expectations of any customers served.

For general office attire, the key is a professional, conservative business appearance. Employees who are issued standard uniforms are expected to wear the complete issued uniform at all times during the performance of County-related work duties.

Unacceptable attire includes but is not limited to the following: T-shirts, shorts, cutoffs, athletic wear, spandex or Lycra such as biker shorts, tank tops, tube tops, halter tops with spaghetti straps, underwear as outerwear, beach wear, midriff length tops, provocative attire, off-the-shoulder tops, flip-flop style sandals, jewelry that interferes with the employee's ability to perform his/her job duties.

Employees are expected to be professional and courteous in all interactions while performing work duties. Conduct that is likely to cause another employee, citizen, or vendor of the County embarrassment, loss of dignity, feelings of intimidation or the loss of opportunity is unacceptable behavior.

Department directors and supervisors are responsible for monitoring and enforcing this policy. Employees failing to adhere to proper dress appearance for their job may be asked to leave County premises to correct their appearance on their own time. Failure to comply with either appearance or

behavior requirements may be subject to disciplinary action.

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Section 12 Essential Positions Employee positions that are determined essential to the successful and efficient management of an

emergency situation are defined in Article I, Section 8 of the Personnel Policy. These individuals are expected to report for work when contacted by County Officials. Essential Personnel will be placed in an "alert" status. Essential personnel who are on alert status shall be available to report to work within one hour as needed. Essential non-exempt personnel will be compensated at the appropriate on-call rate for the period they are on alert. If during the alert period essential personnel are called to report for work, they will be compensated as follows:

Non-exempt Essential Personnel Will be paid according to the Fair Labor Standards Act

Exempt Essential Personnel Exempt personnel who are required to work in the EOC or are involved in providing other emergency protective measures

during an emergency with duration of more than seventy-two (72 hours) will receive pay covering all hours worked.

Pay will be

calculated using a flat hourly rate per individual based on his/her hourly pay rate at the time of the event as determined in the

approved County of Moore Position Classification and Pay Plan

For events with duration of less than seventy-two hours (72 hours), the County Manager may at his discretion grant compensatory time to exempt personnel.

NON-INCLUSIVE EXAMPLES:

Event Officially

Begins Event Officially Ends Non-Exempt

Exempt

5:00 p.m. Thursday 5:00 a.m. Sunday

(Total of 60 hours)

Employees will be paid

for all hours worked according to the FLSA.

Employee will be paid

regular wages

5:00 p.m. Thursday 6:00 p.m. Sunday

(Total of 73 hours)

Employees will be paid for all hours worked

according to the FLSA

Employee will receive pay

for all hours worked calculated at a flat hourly rate based on his/her hourly rate of pay.

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ARTICLE VI. ATTENDANCE AND LEAVE

Section 1. Workweek

The standard workweek for payroll purposes shall be from 12:01 a.m. Saturday through 12:00 midnight on Friday.

Section 2. Hours of Operation

The regular hours of operation of County offices are between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. When the activities of a particular department require some other schedule to meet work needs, the County Manager may authorize a deviation from the normal hours of operation for that department. No County office shall be closed at any time without prior knowledge and approval of the County Manager or his/her designee.

Section 3. Work Schedules

The Department Director, in developing the work schedule, must ensure that every office, division, section or unit is to be adequately staffed during operating hours. Adequate lunch periods are defined as no less than 30 minutes to no more than 1 hour.

Employees in exempt positions shall work the number of hours necessary to assure the satisfactory performance of their duties, but no less than forty (40) hours per week.

Any variable work schedule options (flextime schedule) made available to one employee in a work unit must be made available to all employees in the work unit. It is the responsibility of the Department Director to establish guidelines regarding the flextime schedule.

When a department flextime schedule has been coordinated and approved by the Department Director, such schedule(s) shall be submitted to the Human Resources Director for review, and then forwarded to the County Manager for final approval.

Section 4. Overtime

The County abides by all applicable sections of the Fair Labor Standards Act (FLSA), 29 USC §201 et seq., as amended. This overtime policy is applicable only to employees of Moore County who are non-exempt under the FLSA.

It is the responsibility of Department Directors and supervisors to manage overtime work within the availability of funds in the departmental budget for overtime pay.

4.A. Recordkeeping - Employees governed by the overtime provisions of the FLSA shall maintain true, complete and legible time records. All time worked shall be recorded to the nearest minutes and shall be submitted to the supervisor in a timely fashion. The County will properly record all applicable overtime accrued for each covered employee. This will be strictly adhered to by all agents of the County, including Department Directors, supervisors and individuals in management.

4.B. Compensatory Time (Comp time) - Compensatory time is time allowed off from work in lieu of payment for time worked. It is the policy of the County to award compensatory time at time and one-half for hours

worked over 40 per week, or in the case of law enforcement, as specifically set out below. Comp time is applicable only to employees of Moore County who are non-exempt under the FLSA.

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Supervisors have the right and obligation to manage compensatory time. Therefore, supervisors are required to monitor time and have the right to require the employee to take time off to manage compensatory time hours. During the same pay period, a time-off plan where the employee is furloughed may also be used. Employees shall exhaust compensatory time before taking sick leave, vacation leave or leave without pay.

4.B.1. Employees may be awarded compensatory time in lieu of overtime payments for each hour of overtime worked as follows:

4.B.1.a. Law enforcement personnel - Law enforcement personnel shall be awarded compensatory time at time and one-half when the hours worked in a 28 day work period exceed 171 hours, and at straight time for hours worked in a workday over the regular schedule when total hours are not in excess of 171 hours in the 28 day period. Compensatory hours may be accrued up to a maximum of 60 hours unless otherwise approved by the County Manager, Assistant County Manager or Human Resources. If not approved to exceed 60 hours, all compensatory time earned in excess of 60 hours shall be paid as overtime.

4.B.1.b. Rate of overtime pay when working at two different rates of pay. Employees working at multi-rates of pay are paid based on the average rate of pay as calculated pursuant to the FLSA, 29 C. F. R. § 778.112.

4.B.1.c. Other employees - Employees whose work schedules are other than those set out above shall be awarded compensatory time at time and one-half when the hours worked in a workweek exceed 40 hours and at straight time for hours worked in a workday over the regular schedule when total hours are not in excess of 40 hours in a workweek. Compensatory hours may be accrued up to a maximum of 40 hours unless otherwise approved by the County Manager, Assistant County Manager or Human Resources. If not approved to exceed 40 hours, all compensatory time earned in excess of 40 hours shall be paid as overtime.

4.C. Hours Worked - When computing hours worked under the FLSA, each workweek must stand alone. The FLSA does not permit the averaging of hours over 2 or more weeks, with the exception of law enforcement.

Hours worked is the time for which an employee is entitled to overtime compensation under the FLSA.

Compensation is required for the time an employee is required to be on duty, on the employer's premises, or at a prescribed workplace, and for the time the employee is suffered or permitted to

work, whether or not requested to do so.

Supervisors shall arrange the work schedule of their employees to accomplish necessary work within an 8 hour workday or 40 hour workweek, except in those cases where additional hours of work are necessary.

Supervisors shall not allow and employees shall not volunteer to work over-time without receiving compensation.

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Employees are expected to work during all assigned periods exclusive of mealtimes. Employees are not to perform any work at any time that they are not scheduled to work unless they receive prior approval from their immediate supervisor, except in cases of emergency. An emergency exists if a condition arises that could reasonably result in damage to property or persons or that requires the immediate attention of the employee. Employees who work excess hours because of an emergency shall advise their immediate supervisor of the overtime worked as soon as practical after the overtime work has begun.

Vacation, sick, and holiday leave are not considered hours worked for FLSA purposes.

Training-related time, either to increase efficiency or as recommended or required by the employer, is counted as hours worked for purposes of calculating overtime. Time spent by an employee during the regular workday adjusting a grievance under the County Grievance Policy is considered hours worked for purposes of calculating overtime.

All travel time which is required by the County other than the normal commuting time between home and job is considered hours worked for the purposes of calculating overtime.

4.D. On-call - Employees required to work while on-call shall receive overtime for all time actually spent in the service of the department in excess of their regular work schedule. A minimum of two (2) hours shall be guaranteed any employee on call when the employee is required to leave home to conduct duties except when the two (2) hours crosses over into the employee's regularly scheduled workday. When the employee's regular work day begins, on call time ends. If the employee is required to leave home, the recording of time shall begin when the employee leaves home and shall conclude when the employee returns home. Telephone calls while on call shall be counted as time earned for the duration of the call. Time available shall be treated as on-call duty only as required by the FLSA or other applicable law.

4.E. Overtime at Separation - All accrued overtime hours shall be compensated at the average regular rate received by the employee during the last 3 years of employment or at the regular rate of pay upon any employee's separation, whichever is higher, consistent with regular payroll practices.

Section 5. Holiday Leave

5.A. Designated Holidays - The following days and such other days as the Board of Commissioners may designate are holidays with pay for eligible employees and officers of the County: 5.A.1. New Year's Day

5.A.2. Martin Luther King, Jr. Day 5.A.3. Good Friday (The Friday prior to Easter)

5.A.4. Memorial Day

5.A.5. Independence Day

5.A.6. Labor Day

5.A.7. Veterans Day

5.A.8. Thanksgiving Day

5.A.9. Friday After Thanksgiving Day

5.A.10. Christmas (see schedule below)

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When a holiday other than Christmas is on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday other than Christmas is on Sunday, the following Monday shall be observed as a holiday.

The County observes the following schedule regarding Christmas Day. When Christmas Day falls on the days noted in the table below, then the following days are observed as holiday:

Sunday Friday ,Monday and Tuesday

Monday Monday ,Tuesday and Wednesday

Tuesday Monday, Tuesday and Wednesday

Wednesday Tuesday, Wednesday and Thursday

Thursday Wednesday, Thursday and Friday

Friday Thursday, Friday and Monday

Saturday Thursday, Friday and Monday

Regular part-time employees having a workweek with 20 hours or more shall earn holiday leave and be paid for 4 hours per day.

5.B. Holiday Credit for 24 Hour Services: Each employee that provides 24 hour services will be compensated by adding 8 hours to the employee's vacation leave balance for each holiday day. Time provided may be used in accordance with established leave policies.

5.C. Working on a Holiday for Non 24 hour Service: Floating holidays may be granted to employees who must work on the holiday due to the nature of their position and schedule. Floating holidays are not considered hours worked and are compensated at straight time.

Section 6. Vacation Leave 6.A. General Provisions - Vacation leave is earned and accrued from the first day of employment for eligible employees. Vacation leave must be approved by Department Director based on established timelines set forth in the department.

6.B. Initial Appointment/Probationary Employees - Employees serving a probationary period following initial appointment may accumulate vacation leave but shall not be permitted to take vacation leave during the first 6 months of the probationary period. Exceptions may be approved by the Department Director. This provision does not apply to employees serving a probationary period as a result of a transfer or promotion.

6.C. Manner of Accumulation - For the purpose of earning and accruing annual leave, the period of 12 calendar months between January 1 and December 31 is established as the leave year.

6.C.1. Full-time employees who work at least 87.65 hours per calendar month will accrue leave for that month, except that EMS 24 hour employees shall work 139.65 hours per calendar month.

6.C.2. Part-time employees who work at least 44.33 hours per calendar month will accrue leave for that month.

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6.C.3. Employees who are on FMLA leave and who have exhausted all sick and vacation leave shall be considered to have worked for purposes of accumulating leave under this paragraph.

6.C.4. Eligible employees working the standard workweek shall earn vacation leave at the following rates:

6.C.5. Regular part-time employees having a workweek with 20 hours or more shall earn 4 hours of vacation leave each month.

6.D. Leave accrual is based on current creditable aggregate service. Any regular employee who transfers from another unit of North Carolina local or state government shall have their years of service (determined by the current creditable number of years in the North Carolina Local Governmental Employees' Retirement System, the North Carolina Law Enforcement Retirement System, or the State of North Carolina Employees' Retirement System) credited toward the County's schedule for determining vacation leave rates (see accrual code above). No aggregate service credit will be allowed if the aggregate service time has been or will be used to qualify for other retirement system benefits.

6.E. The County will not transfer vacation leave from another jurisdiction.

6.F. Maximum Accumulation - Vacation leave may be accumulated without any applicable maximum until December 31 of each calendar year. However, if the employee separates from service, payment for accumulated vacation leave shall not exceed 240 hours. On December 31, any employee with more than 240 hours of accumulated vacation leave shall have the excess accumulation converted to the sick leave balance so that only 240 hours are carried forth to January 1 of the next calendar year.

6.G. Manner of Taking Leave - Vacation leave may be taken as earned by a regular employee subject to the approval of the supervisor. Vacation leave must be taken in one-half hour increments. Comp time must be taken before vacation or sick leave.

6.H. Retention of Benefit Status - Those employees who are promoted or transferred within Moore County Government will retain all leave credits and other related benefits.

Accrual Code

Years of Aggregate Service

Accrual Hours per Month

80 Less than 2 years 8

81 2 years but less than 5 years 9

82 5 years but less than 10 years 11

83 10 years but less than 15 years 13

84 15 years but less than 20 years 15

86 20 years or more 17

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6.I. Payment for Accumulated Vacation Leave Upon Death - The estate of an employee who dies while employed by the County shall be entitled to payment for all of the accumulated vacation leave credited to the employee's account not to exceed a maximum of 240 hours.

Section 7. Voluntary Shared Leave

In cases of prolonged medical condition, an employee may apply to become a recipient of leave transferred from the vacation and/or sick leave account of another employee within County Government. For purposes of this Policy, medical condition means the medical condition of an employee or an immediate family member (spouse, parents, children or other dependents living in the employee's household) of such employee that is likely to require an employee's absence from work for a period of 4 work weeks or more, and is likely to result in a substantial loss of income to the employee due to limited leave in the employee's account. The intent of this Policy is to allow employees to assist one another in case of a crisis involving a serious or prolonged medical condition. It is not the intent of this policy to apply to incidental, normal, short term medical conditions or illnesses.

The use of vacation leave on a shared basis for any purpose other than specified by this Policy is prohibited.

Establishment of a leave "bank" for use by unnamed employees is expressly prohibited. Leave must be donated on a one to one personal basis.

This Policy does not apply to employees on workers compensation leave.

Individual leave records are confidential and only individual employees may reveal their donation or receipt of leave. The employee donating leave must sign a release form and cannot receive remuneration for leave donated. Any donation of sick and/or vacation leave must be done on a voluntary basis. Solicitation on the part of Department Directors or supervisors is prohibited. An employee shall not directly or indirectly intimidate, threaten or coerce any other employee for the purpose of interfering with any right an employee may have in donating, receiving or using annual leave under this program. Such action by an employee will result in disciplinary action up to and including dismissal on the basis of personal conduct.

The Privacy Act makes medical information confidential; therefore, prior to making the employee's status public for the purpose of receiving shared leave, the employee must sign a release to allow the status to be known.

The Human Resources Director is responsible for administering the shared leave program. Each case will be examined and decided based on its conformity to policy intent and must be handled consistently and equitably. Participation in this program shall be based on the applicant's and donor's past compliance with leave rules.

7.A. Guidelines:

7.A.1. Applicant must be a probationary or regular full time employee.

7.A.2. Applicant must have exhausted or will exhaust all sick, annual and compensatory leave to be eligible; the applicant's sick leave and annual leave balance must be zero.

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7.A.3. The applicant anticipates being out 4 weeks or more.

7.A.4. Applicant shall apply to the Department Director for participation; the Department Director shall review the request and forward to Human Resources with the recommendation to approve or not approve.

7.A.5. The application shall include name, title, department, and description of medical condition, doctor's statement, and estimated length of time needed to participate in program.

7.A.6. The amount of donated leave is not to reduce the donor's vacation leave balance below 80 hours

7.A.7. The amount of donated leave is not to reduce the donor's sick leave balance below 240 hours

7.A.8. The maximum amount of leave donated may be no more than 96 hours for sick per rolling year, either continuously or, for the same condition on a recurring basis.

7.A.9. The maximum amount of leave donated may be no more than 96 hours for vacation per rolling year, either continuously or, for the same condition on a recurring basis.

7.A.10. The minimum donation at one time is 4 hours.

7.B. Accounting and Usage Procedures

7.B.1. Human Resources, in conjunction with Financial Services, shall establish a system of leave accountability, which will accurately record leave donations and recipient's use.

Such accounts shall provide a clear and accurate record for financial and management audit purposes: maintaining file of donors and the amount of leave donated; notifying recipients and donors of when leave is granted and the amount granted.

7.B.2. Actual transfer of donated leave will occur at the end of each pay period. This will eliminate the possibility of the recipient having unused donated leave in his or her sick leave account after the approved need has ended.

7.B.3. Approved recipients may start receiving shared leave as of the first day they would go into Leave without Pay status. At the expiration of the medical condition, any unused leave in the recipient's donated leave account shall be administered as follows:

7.B.3.a. The vacation and sick leave account balance shall not exceed a combined total of 40 hours.

7.B.3.b .Any additional unused donated leave will be returned to the donor(s) on a pro rata basis and credited to the leave account from which it was donated. Fractions of 1 hour shall not be returned, based on the approved accrual rate.

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Section 8. Sick Leave

8.A. General Provisions - Sick leave with pay is not a right which an employee may demand, but a privilege granted by the Board of Commissioners for the benefit of an eligible employee.

Sick leave shall be used by an employee absent from work for any of the following reasons: sickness, bodily injury, illness of self, child, spouse or parent, required physical or dental examinations or treatment, or exposure to a contagious disease when continuing to work might jeopardize the health of others.

Sick leave may be used for death in the employee's immediate family, but may not exceed 5 days for any one occurrence, except by special permission from the Department Director or County Manager.

Immediate family for the purposes of bereavement shall include spouse, parent, guardian, child, sister, brother, grandparent, and grandchild, plus the various combinations of half, step, in-law and adopted relationships, as well as official foster care placements, that can be derived from those names.

Requests to take sick leave should be submitted to the employee's immediate supervisor 3 days prior to the leave for a scheduled appointment and as soon as reasonably possible when calling in sick. Sick leave must be taken in one-half hour increments. Sick leave may be taken as earned. Comp time must be taken before vacation or sick leave.

8.B. Manner of Accumulation

8.B.1. Each full-time regular or probationary employee shall earn 12 days of sick leave annually, or 8 hours each month.

8.B.2. Part-time regular employees having a workweek with 20 hours or more shall earn 4 hours of sick leave each month.

8.B.3. Full-time employees who work at least 87.65 hours per calendar month will accrue sick leave for that month,

8.B.3 a EMS 24/48 hour employees shall work 139.65 hours per calendar month.

8.B.4. Part-time employees who work at least 44.33 hours per calendar month will accrue leave for that month.

Employees who are on FMLA leave and who have exhausted all sick and vacation leave shall be considered to have worked for purposes of accumulating leave under this section.

8.C. Maximum Accumulation - Sick leave will be cumulative for an indefinite period.

8.D. Physician's Certificate - The employee's supervisor or Department Director may require a physician's certificate concerning the nature of the illness and the employee's physical capacity to resume duties for each occasion on which an employee uses sick leave to insure that there is no abuse of sick leave privileges.

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8.E. Retirement Credit for Accumulated Sick Leave - Retirement credit is allowed for days accrued in an employee's sick leave account at time of retirement to employees who are members of the North Carolina Local Governmental Employees' Retirement System, in accordance with the Retirement System's policies, as periodically amended.

8.F. Transfer - The County will allow a new employee to transfer previously accumulated sick leave from another unit of North Carolina local or state government provided the separation from that unit is within 1 year of employment with the County and documentation is provided.

Section 9. Family and Medical Leave Act of 1993/Military Family Leave Entitlements

9.A. Purpose of Family and Medical Leave Act of 1993 (FMLA) - The Family and Medical Leave Act of 1993 was passed by Congress to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity; to minimize the potential for employment discrimination on the basis of sex by ensuring that leave is available for eligible medical reasons (including maternity-related disability) and for compelling family reasons; and to promote the goal of equal employment opportunity for women and men.

9.B. Eligible Employees and Reasons for Leave - Except as otherwise noted below, a regular employee who has been employed with the County for at least 12 months and who has worked at least 1250 hours (half-time) during the previous 12 month period is entitled to a total of 12 workweeks, paid or unpaid leave, during any 12 month period for one or more of the following reasons under the basic leave entitlement:

9.B.1. For the birth or placement for adoption or foster care of a child and to care for the child provided the leave is taken within a 12 month period following such event. This applies to both parents. When both parents are employed by the County, they are limited to a total of 12 weeks of leave per 12 month period.

9.B.2. For the employee to care for the employee's child, spouse, or parent, where that child, spouse, or parent has a serious health condition. However, when a husband and wife both work for the County, they are limited to a total of 12 weeks of leave in a 12 month period for the care of a parent.

9.B.3. For the employee who has a serious health condition that makes the employee unable to perform the functions of his/her position.

9.C. Military Family Leave Entitlements - An eligible employee, defined in 9.B., who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave shall only be available during a single 12 month period. During the single 12 month period, an eligible employee

shall be entitled to a combined total of 26 workweeks of leave for any FMLA qualifying reason. Only 12 of the 26 weeks total may be for a FMLA qualifying reason other than to care for a covered service member.

9.C.1. Military Caregiver Leave - For the employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness is entitled

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to a total of 26 workweeks of leave during a single 12 month period to care for the service member.

9.C.2. Qualifying Exigency Leave - Grant an eligible employee up to a total of 12 workweeks of leave during the normal 12 month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or ordered to active duty in support of a contingency operation.

9.D. For purposes of this Section Only, a workweek is defined as the number of hours an employee is regularly scheduled to work each week.

Leave without pay beyond the 12 week period or for employees not covered under the Family and Medical Leave Policy will be administered under the Leave Without Pay Policy. Under these circumstances, employees must pay for their health benefits coverage.

9.E. Temporary Employees - This Policy does not cover temporary employees since the maximum length of a temporary appointment is 1 year; however, if, by exception, a temporary employee is extended beyond 1 year, the employee would be covered if he/she had worked at least 1250 hours during the previous 12-month period. Any leave granted to a temporary employee would be without pay.

9F. Definitions - The following definitions apply to this Section Only:

9.F.1. Parent - A biological or adoptive parent or an individual who stood in loco parentis (a person who is in the position or place of a parent) to an employee when the employee was a child.

9.F.2. Child - is son or daughter - a biological, adopted, foster, step-child, legal ward, or a child of a person standing in loco parentis who is

9.F.2.a. Under 18 years of age or

9.F.2.b. Eighteen years of age and older and incapable of self-care because of a mental or physical disability.

9.F.3. Spouse - A husband or wife as recognized under state law.

9.F.4. Serious health conditions - An illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or that involves continuing treatment by a health care provider.

9.G. Leave Charges - When using Family and Medical Leave Act leave, an employee shall exhaust

available compensatory, sick and vacation leave as appropriate before going on leave without pay. Periods of paid leave and periods of leave without pay count towards the 12 workweeks which the employee is entitled. The County uses a "rolling" 12 month period measured backward from the date an employee uses any Family and Medical Leave Act leave.

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9.H. Intermittent Leave or Reduced Work Schedule - Pursuant to this Policy, an employee may not take leave intermittently or on a reduced work schedule for a childbirth and birth-related child care or for adoption unless the employee and County agree otherwise.

When medically necessary, the employee may take leave intermittently or on a reduced schedule to care for the employee's child, spouse, or parent who has a serious health condition, or because the employee has a serious health condition. If such leave is foreseeable, based on planned medical treatment, the agency may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

When an employee is on a reduced work schedule, the time not worked is counted against the total 12 workweeks or the 26 workweeks if the leave is qualified under the Military Caregiver Leave.

9.I. Employee Responsibility - The employee shall apply in writing to the supervisor for leave requested under this policy as follows:

9.I.1. Birth or adoption - The employee shall give the County no less than 30 days notice, in writing, of the intention to take leave, subject to the actual date of the birth or adoption. If the date of birth or adoption requires leave to begin in less than 30 days, the employee shall provide such notice as possible.

9.I.2. Planned Medical Treatment - When the necessity for leave is to care for the employee's child, spouse or parent or because the employee has a serious health condition, the employee must make a reasonable effort to schedule the treatment so as to not unduly disrupt operations, subject to the approval of the employee's health care provider or the health care provider of the employee's child, spouse, or parent. The employee must also give 30 days notice if practicable of the intention to take leave.

The employee shall be deemed to have applied for leave under this policy when the employee is on approved leave but has not given written notice of the intent to take family or medical leave to the supervisor, and the basis of the leave falls within the scope of this Policy. This includes worker's compensation leave. In these cases, the County shall notify the employee that time spent on paid leave or leave without pay is part of the 12 workweeks of leave.

If the employee will not return to work after the period of leave, the County should be notified in writing immediately. Failure to report at the expiration of the leave, unless an extension has been requested, may be considered as a resignation.

9.I.3. Military Family Leave Entitlements - Employees seeking to use Military Caregiver Leave must provide 30 days advance notice of the need to take FMLA leave for

planned medical treatment for a serious injury or illness of a covered service member. If leave is foreseeable, but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable.

9.J. Certification - For leave pursuant to this Policy, the County may require that a claim for leave because of adoption be supported by reasonable proof of adoption.

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9.J.1. The County may require that a claim for leave because of serious illness of the employee or of the employee's child, spouse, or parent be supported by a doctor's certification which includes the following:

9.J.1.a. The date on which the serious health condition began;

9.J.1.b. The probable duration of the condition;

9.J.1.c. The appropriate medical facts regarding the condition;

9.J.1.d. Statement that the leave is needed to care for the child, spouse, or parent, and an estimate of the amount of time that is needed; or that the employee is unable to perform the functions of the position, whichever applies; and

9.J.1.e. Where certification is necessary for intermittent leave for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment.

9.J.1.f. Where the County has reason to doubt the validity of the certification, the County may require the employee to get the opinion of a second doctor designated or approved by the County. Where the second opinion differs from the opinion in the original certification provided, the County may require the employee to get the opinion of a third doctor designated or approved jointly by the County and the employee. The third opinion is final and is binding on the County and the employee. The County may require that the employee get subsequent recertification on a reasonable basis. The second and third certification and the recertification will be at the County expense.

9.J.2. The County may require that a request for military family leave be supported by an appropriate certification. The County may require that:

9.J.2.a. Leave for a qualifying exigency be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party

9.J.2.b. Leave to care for a covered service member with a serious injury or

illness be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.

Second and third opinions and recertification are not permitted for certification of a covered service member's serious injury or illness or of a qualifying exigency. The County may use a health care

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provider, a human resource professional, a leave administrator, or a management official - but not the employee's direct supervisor - to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA. Additionally, the County may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

9.K. Employment and Benefits Protection

9.K.1. Reinstatement - The employee shall be reinstated to the same position held when the leave began or one of like pay grade, pay, benefits, and other conditions of employment. The County may require the employee to report at reasonable intervals to the Department Director and/or County Manager on the employee's status and intention to return to work. The County also may require that the employee receive certification that the employee is able to return to work.

9.K.2. Benefits - The employee shall be reinstated without loss of benefits accrued when the leave began.

9.K.3. Health Benefits - The County shall maintain coverage for the employee under the County's group health plan for the duration of leave at the level and under the conditions coverage would have been provided if the employee had continued employment. The County may recover the premiums if the employee fails to return after the period of leave to which the employee is entitled has expired for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

9.L. Interference with Rights

9.L.1. Actions prohibited - It is unlawful to interfere with, restrain, or deny any right provided by this Policy or to discharge, or in any other manner discriminate against an employee for opposing any practice made unlawful by this Policy.

9.L.2. Protected Activity - It is unlawful to discharge or in any other manner discriminate against any employee because the employee does any of the following:

9.L.2.a. Files any civil action, or institutes or causes to be instituted any civil proceeding under or related to this Policy;

9.L.2.b. Gives, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided by this Policy; or

9.L.2.c. Testifies, or is about to testify, in any inquiry or proceeding relating to any right provided under this Policy.

9.M. Enforcement - A violation of or denial of leave requested pursuant to the Family and Medical Leave Act of 1993 or the Military Family Leave Entitlements can result in any of the following or a combination of any of the following, and are enforced by the U. S. Secretary of Labor:

9.M.1. U. S. Department of Labor investigation;

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9.M.2. Civil liability with the imposition of court cost and attorney's fees; or

9.M.3. Administrative action by the U.S. Department of Labor.

Any employee that knowingly provides false information for the purpose of obtaining such leave or uses FMLA leave for purposes other than those approved may be subject to having said leave withdrawn, losing all benefits accrued during said leave period and disciplinary action.

Section 10. Leave Without Pay

A regular or probationary employee may be granted leave without pay for up to 6 months by the County Manager.

10.A. Reason for Requesting Leave without pay

10.A.1. Personal Disability where the employee shall use sick and vacation leave before taking leave without pay.

10.A.2. Continuation of education that would benefit the County.

10.A.3. Other reason deemed justified by County Manager.

10.B. Manner of Approval

10.B.1. Employee shall apply in writing to the department head for leave.

10.B.2. Department Head shall make a recommendation for approval or non-approval.

10.B.3. Department Head shall forward the request and recommendation to the County Manager.

10.B.4. The County Manager will approve or disapprove the request and return the decision to the employee and department director

10.C. The employee is obligated to return to duty within or at the end of leave without pay. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same or a similar position, seniority and pay held at the time leave was granted. If, at the expiration of leave without pay, the employee decides not to return to work, the County Manager should be notified immediately. Failure to report at the expiration of leave without pay, unless an extension has been requested and granted, shall be considered a resignation.

10. D. Leave without pay may also be used by the County as a form of disciplinary action. If an employee is placed on disciplinary leave without pay, the employee may not use accrued paid leave to substitute the leave without pay.

10.E. An employee ceases to earn all leave credits on the date leave without pay begins. The employee will have the financial responsibility through COBRA for their health benefits when on approved leave without pay for four consecutive weeks unless the County Manager grants continuation of county health benefits during the approved leave status.

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Section 11. Workers' Compensation Leave

When an employee is injured on the job as a result of a compensable accident and who loses time from work may draw benefits due under the North Carolina Workers' Compensation Act by choosing one of the following options:

11.A. Option 1: Elect to take accumulated sick or vacation leave during the required waiting period and then go on workers' compensation leave and begin drawing workers' compensation weekly benefits..

11.B. Option 2: Elect to go on workers' compensation leave with no pay for the required waiting period and then begin drawing workers' compensation weekly benefits. Once an option has been selected by the employee, it may not be rescinded for the duration of the claim.

If the employee qualifies, Family Medical Leave Act (FMLA) leave will run concurrent with Workers Compensation leave. Once FMLA has been exhausted, the employee may request Leave Without Pay as defined in Section 10 of this Article. Leave Without Pay status will have no impact on the employee's Workers Compensation claim or benefits.

Upon reinstatement, an employee will have his/her salary computed on the basis of the employee's last salary plus any increase to which the employee would have been entitled during period covered by workers' compensation and enrollment to health insurance benefits. While on workers' compensation leave, the employee shall continue to accumulate vacation and sick leave to be credited to the employee's account for use upon return to permanent duty. If the employee does not return to permanent duty from workers' compensation leave, vacation accumulated only during the first 12 months of workers' compensation leave will be exhausted by a lump sum payment, along with other unused vacation leave which had been accumulated at the time of the injury not to exceed 240 vacation hours. Temporary employees will be placed in a leave without pay status and will receive all benefits for which they may be eligible under the Workers' Compensation Act.

Section 12. Modified Duty for Work Related Accidents or Injuries

Modified duty is defined as a temporary change in an employee's physical requirements, hours of work, or any other limiting factor, caused by a medical condition as certified by an authorized health care provider that prevents an employee from performing one or more of the essential duties of his/her regular position with the County. Only medically authorized and specifically defined duties will be considered by Moore County for modified duty.

Only work related accidents or injuries will be eligible for modified duty. In order for an employee to be considered for modified duty, a written signed authorization from a County-approved medical professional must be furnished. The authorization must detail specific physical duties the employee can and cannot perform along with anticipated duration of the condition. It is the responsibility of

Human Resources and the respective Department Director to accommodate for the employee's limitations, either by minimizing the physical demands of his/her regular job or seeking another position within the County which meets the specific recommendations as specified by the authorized health care provider. The employee may not use sick leave, annual leave, or leave without pay in lieu of returning to work while on modified duty status. If available, modified duty will be provided until the employee reaches maximum medical improvement (MMI)

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Upon completion of the modified duty period, medical certification must be provided to the Human Resources Department PRIOR to returning to regular duty.

In the event the County cannot provide modified duty work the employee will be placed on Workers' Compensation Leave as discussed in Section 11.

Section 13. Leave During Inclement Weather; Emergency Closing

Moore County employees can anticipate occasional periods of inclement weather each year. It is the employee's discretion to report to work at his/her assigned time and place during inclement weather and make provisions for safe travel to and from work. It is the employee's responsibility to advise his/her supervisor of his/her decision to not report to work. In extreme cases, the County Manager or his or her designee, in the interest of employee safety and welfare, may close the County offices or shorten the hours of operation to cope with the weather situation. In this situation, non-essential personnel are not to report to work. The County Manager, at his discretion may open county government for employee's only. If this is the case, employees are expected to use discretion in reporting to work. Non-essential employees choosing to not report to work may utilize vacation leave or compensatory time. When closure or delayed opening is necessary for a department, or for a particular division/unit of a department, the Department Director shall obtain the approval of the County Manager or his/her designee. Announcements of closing or curtailing hours of operation will be made through automated telephonic announcement, email notification and/or the local media.

Employees of 24 hour per day operations are required to remain on duty until relieved by employees of the next scheduled shift. Employees in positions classified as Essential Positions are expected to report to work when contacted by County Officials and/or remain at work until released by County Officials.

Non-essential employees who are absent from work due to inclement weather or other emergencies will be required to take leave only for those hours the department is officially open during their work schedule.

An employee will be considered for Administrative Leave, during an inclement weather event if he/she:

13.A. Is scheduled to work on the day in which inclement weather alters the County offices standard work day AND

13.B. Is scheduled for actual hours in which offices are closed.

At no time will the use of Administrative Leave result in the employee being paid for more hours than his/her regular work day.

Administrative Leave may be granted by the County Manager to employees in Essential Positions if they are unable to report for their regular scheduled shift due to legitimate environmental conditions

that preclude them from traveling to the worksite.

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NON-INCLUSIVE EXAMPLES

Event Employee Non-Exempt

Exempt

Late Opening Elects not to report

Must use Vacation Leave for

those hours the department is officially open during his/her work schedule

Must use Vacation Leave for those

hours the department is officially open during his/her work schedule

Late Opening Reports to work Paid for actual time worked plus Administrative Leave to equal standard work day

Receives full day pay

Late Opening Reports later than
announced opening

Paid for actual time worked and Administrative Leave for
hours closed and must use

annual leave to equal standard work day

Receives full day pay

Late Opening Is scheduled for annual
(vacation) or sick leave

Uses Vacation or Sick Leave for those hours the
department is officially open

during his/her work schedule for unless on FMLA

Uses Vacation or Sick Leave for

those hours the department is

officially open during his/her work schedule for unless on FMLA

County Offices Closed Is scheduled to work Awarded Admin Leave for the day Awarded Admin Leave for the day
County Offices Closed Is scheduled for annual or sick leave Awarded Admin Leave for the day Awarded Admin
Leave for the day

Early Closing Elects not to report

Must use Vacation Leave for those hours the department is officially open during
his/her work schedule

Must use Vacation Leave for those hours the department is officially open during his/her work
schedule.

Early Closing Reports to Work Paid for actual time worked plus Admin Leave to equal standard work day Receives

full day pay

Early Closing Leaves work earlier

Paid for actual time worked and Admin Leave and must

use annual leave to equal

standard work day

Receives full day pay

Early Closing Is scheduled for Vacation or

Sick leave

Uses Vacation or Sick

Leave for those hours the

department is officially open during his/her work schedule unless on FMLA

Uses Vacation or Sick Leave for

those hours the department is

officially open during his/her work schedule unless on FMLA

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Section 14. Military Leave Regular employees who are members of the National Guard or Armed Forces Reserve will be allowed

10 work days for military training leave annually with partial compensation. Written requests for leave shall be made to the Department Director and forwarded to the Human Resources Director. If the compensation received while on military leave is less than the salary that would have been earned during this same period as a County employee, the employee shall receive partial compensation equal to the difference in the base salary earned as a reservist or a guardsman and the salary that would have been earned during this same period as a County employee. The effect will be to maintain the employee's salary at the normal level during this period. If such military duty is required beyond this 10 workday period, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status. While taking military leave with partial pay or without pay, the employee's leave credits and other benefits shall continue to accrue as if the employee physically remained with the County during this period. Regular employees who are guardsmen and reservists have all job rights specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA). USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. In order to receive pay for this leave, an employee must submit a record of his/her military pay to the Finance Officer immediately upon return from leave.

Section 15. Civil Leave

A regular full time and regular part time County employee called for jury duty or subpoenaed as a court witness for the federal or state governments or a subdivision thereof, shall be allowed leave with pay for such duty during the required absence, without charge to accumulated vacation or sick leave.

Any County employee subpoenaed as a witness for court appearances in connection with his/her official duties for the County, must remit to the County any witness fees awarded by that Court for court appearances. Any County employee who receives a travel allowance for such a court appearance shall remit that allowance to the County unless the employee used his/her personal vehicle for travel; however, for such court appearance the employee shall first attempt to secure the use of a County vehicle.

Any County employee who must attend or appear in court for personal matters, or matters in which the employee is a party, shall use vacation leave or leave without pay.

Section 16. Community Involvement Leave: Employees may be granted a maximum of eight (8) hours of leave per employee per fiscal year for participation in school activities of their children or for volunteer activities conducted in a community organization. Schools shall include public and private, day-care and preschool. Volunteer opportunities can be performed in government, non-profit, religious, or civic organizations. Community Involvement Leave may not be used for partisan political activity.

This leave will be paid for full-time regular employees and is unpaid for all other employees. Employees must have successfully completed six (6) months of employment to be eligible for Community Involvement Leave. Community Involvement Leave does not accrue and has no value at separation.

Section 17. Administrative Leave

The County Manager, for purposes considered to be in the public interest, in cases of civil disturbances, severe weather conditions, or in such other circumstances as good judgment and common practice would dictate may authorize leave with pay.

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Section 18. Pandemic Endurance Leave

Pandemic Endurance Leave is granted in recognition of Moore County employees' dedication and service during the COVID 19 pandemic. Leave will be granted per the below schedule to each employee who continues to remain in full or part time status on July 1 of each applicable fiscal year.

18.A. General Provisions – Pandemic Endurance Leave is granted per fiscal year beginning July 1, 2021 through fiscal year ending June 30, 2025 for full-time and part-time employees hired on or before May 7, 2021.

18.B. Manner of Accumulation –

18.B.1. Full-time employees will earn 16 hours per fiscal year as follows:

FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
16 hours	16 hours	16 hours	16 hours	64 hours

18.B.2. Part-time employees will earn 8 hours per fiscal year as follows:

FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
8 hours	8 hours	8 hours	8 hours	32 hours

18.C. Maximum Accumulation – Pandemic Endurance Leave will be granted per the schedule in 18.B.1. and 18.B.2. above. As of June 30 annually, any unused Pandemic Endurance Leave will convert to the employee's sick leave balance so that zero hours are carried forth to July 1 of the next fiscal year. Pandemic Endurance Leave provides no cash value at separation.

18.D. Manner of Taking Leave – Pandemic Endurance Leave may be taken as earned by a full-time and/or part-time employee subject to the normal leave approval process. Pandemic Endurance Leave may be used in lieu of any other accrued leave including, but not limited to, vacation or sick time.

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ARTICLE VII. EMPLOYEE BENEFITS

Section 1. Coverage

The benefits provided for under the provisions of this article are subject to the policies and procedures of the respective insurance providers and/or underwriters and Moore County does not guarantee or warrant any benefits.

Section 2. Group Health and Dental Insurance

The County shall make medical and dental insurance coverage available to employees who are hired into full time positions and regularly work full time. The coverage takes effect on the first day of employment. The County shall make medical insurance coverage available to all employees qualifying under the Patient Protection and Affordable Care Act.

The employee may elect to obtain medical and dental coverage for eligible dependents at his/her own expense through payroll deduction.

All regular full-time County employees who work at least 40 hours per week, whose retirement is under the provision of the North Carolina Local Government Employees' Retirement System through length of service, during which time at least 15 consecutive years are served with Moore County prior to retirement, may receive coverage under the County group health and dental insurance policy. Premiums are calculated as follows:

2.A. Retiree pays 100% of current premium when eligible for state retirement and worked the last 15 years with Moore County;

2.B. Retiree pays 50% of current premium when he/she has 20 years of service with state retirement plan and worked the last 15 years with Moore County;

2.C. Retiree pays 25% of current premium when he/she has 30 years of service recognized with state retirement plan and worked the last 15 years with Moore County.

Premiums will be calculated annually and will be subject to adjustment as necessary. At the effective date of Medicare, the retiree health insurance becomes a supplement policy with a rate of 50% of current premium for retirees qualifying under the above sections 2(a) or 2(b). Retiree qualifying under section 2(c) will pay 25% of the current premium rate. The Retiree Health Plan will become secondary coverage when a retiree has become eligible for Medicare or another employer-sponsored plan.

A County of Moore retiree, as it pertains to this Section, who returns to full-time employment with the County of Moore will no longer, for the purpose of this policy, be classified as a retiree under the County group health and dental insurance plan but will be classified as a covered employee during

the duration of the return to full-time Moore County government employment. Once full-time employment ends, the employee would be eligible for insurance coverage under this section at the same rate as when employee had previously retired from the County of Moore. If, however, the most recent full-time employment qualifies the employee to receive a lower premium rate the employee would be entitled to health and dental insurance at the greater benefit level.

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Example A: Employee originally retired July 1, 2005 and had worked the last 15 years with County of Moore, the employee pays 100% of the health and dental premium as a retiree.

Same employee returned to full-time employment January 1, 2006 and works for 5 continual years this retiree would still qualify to pay 100% of health and dental premium the same as when they had previously retired, and would return to retiree health and dental status once retirement began again.

Example B: Employee originally retired July 1, 2005 and had worked the last 15 years with County of Moore, the employee pays 100% of the health and dental premium as a retiree.

Same employee returned to full-time employment January 1, 2006 and works for 15 additional continual years, this retiree would now qualify to pay 25% of the health and dental premium.

For retirees whose hire date is on or after January 1, 2010, health coverage will end when retiree becomes eligible for Medicare at age 65 but this does not apply to a retiree who retired on or before January 1, 2010 and returns as a full-time employee.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), health benefits can be continued, at the employee's or dependent's request and expense, after termination of employment in certain circumstances or other qualifying event.

Section 3. Group Life Insurance

The County provides life insurance. To be eligible for life insurance the employee must be a member.

The following defines membership and the benefit:

3.A. An active, permanent part-time employee who is regularly working at least 20 hours per week is covered by a \$10,000 policy.

3.B. An active, full-time employee who is regularly working at least 40 hours per week is covered by twice the basic yearly earnings; or

3.C. An active Commissioner of Moore County is covered for \$25,000.

Employees, at their own expense through payroll deduction, may acquire insurance for their dependents. In some instances, employees' coverage amounts will be subject to medical underwriting. The insurer will determine the type and form of required proof.

Section 4. Unemployment Compensation

In accordance with Public Law 94-566 and Chapter 1124 of the Session Laws of 1977 of the North Carolina General Assembly, local governments are covered by unemployment insurance effective January 1, 1978.

County employees may apply for unemployment compensation through the local office of the Employment Security Commission which will determine the employee's eligibility for this benefit.

Section 5. Social Security The County, to the extent of its lawful authority and power, has extended Social Security benefits for its eligible employees and eligible groups and classes of such employees.

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Section 6. Retirement Plan

The County participates in a retirement program for employees through the North Carolina Local Governmental Employees' Retirement System and the Law Enforcement Officers' Benefits and Retirement Fund. Sworn law enforcement officers shall have the option of membership in either retirement system, only at the time of initial employment.

Each employee appointed to a regular position shall be required to join one of the retirement plans, in accordance with the rules and regulations of the applicable retirement system as currently existing or hereafter amended.

Section 7. Death Benefit The beneficiary of an employee who dies after 1 year of contributing to the North Carolina Local

Governmental Employees' Retirement System AND while still being paid a salary by the County will receive a single lump sum payment from the North Carolina Retirement System. This payment equals the highest 12 months' salary in a row during the 24 months before the employee's death, but not less than \$25,000 and no more than \$50,000. This benefit is also paid if the employee dies within 180 days of the last day for which he/she was paid salary.

Section 8. Law Enforcement Officers' Separation Allowance

The County shall provide a special separation allowance as required by NC G.S. 143-166.41 and NC G.S. 143-166.42, as amended.

Section 9. Longevity Pay

In addition to regular salaries, a longevity payment may be made annually in recognition of long term service of regular full-time employees, , who have served at least three (3) continuous years with Moore County and have scored at least proficient on their performance evaluation as of July 3rd of each year. Longevity pay is subject to annual approval by the Board of Commissioners during the adoption of the budget.

Annual longevity pay amounts are based on the length of continuous service with Moore County and a percentage of the employee's annual rate of base pay on the date of eligibility as of July 3rd of each year, with the payment being made the Wednesday prior to Thanksgiving.

Longevity pay amounts are computed by multiplying the employee's base pay rate by the appropriate percentage from the following table:

Years of Aggregate Service Longevity Pay Rate

3 through 5 years 1%

6 through 10 years 2%

11 through 15 years 3%

16 through 20 years 4%

21 years or more 5%

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Longevity pay is neither considered a part of annual pay for classification and pay purposes, nor is it to be recorded in personnel records as a part of annual base salary. Appropriate Federal, State, FICA and retirement will be deducted. An employee must be actively employed with the County of Moore on the Wednesday before Thanksgiving to be eligible for longevity pay.

Section 10. Supplemental Retirement Plan 401(k)

G.S. 143-166.50 requires each County to place an amount equal to a specified percentage of the gross annual salary for all sworn law enforcement personnel in a 401(k) Savings Plan. All other regular, full-time and part time County employees can voluntarily place a portion of their pre-tax salary, up to the annual limit amount established by the 401(k) plan. The County will provide funds for non-law enforcement employees in an amount as determined by the Board of Commissioners.

Section 11. Training and Educational Incentives

Moore County, will, if funds are available, provide reimbursement for expenses incurred in completing job-related training sessions, seminars, or workshops, which relate directly to the employees' duties and responsibilities with the County. Reimbursement for expenses will be limited to registration fees, mileage, meals and lodging. As a condition of incurring the expense of training and/or education of an employee, the County may require the employee to execute a contract dictating the terms of the training or education. These terms include, but are not limited to, the repayment of training expenses if the employee terminates employment with the County. The repayment term of this contract is not to exceed 5 years of service from the completion of training or education.

Employee may find the procedure for reimbursement for approved expenses and travel in the Finance Office Travel Procedure guideline.

Section 12. Employee Assistance Program The purpose of the Employee Assistance Program (EAP) is to provide Moore County employees and

their families with confidential rehabilitative services for the treatment of emotional, psychological, psychiatric, stress-related, and substance dependence problems. These disorders or problems, if left uncorrected, may result in a decreased quality of life for those affected and their families and will often result in work deficiencies, including decreased productivity, increased absenteeism, unacceptable job conduct, work injuries, increased medical care usage, poor judgment and decision-making ability, work-group conflicts, poor morale, safety hazards to the public and co-workers, and negative consequences to our employees and the community. Strict confidentiality is essential and will be maintained. While there may be occasions when a supervisor will suggest, or refer, an employee to the EAP, the program should in no way be construed as disciplinary. It is voluntary and is provided to help the employee sort through difficulties that may affect his/her job performance.

12.A. Eligibility

12.A.1. All employees are eligible

12.A.2. Members of the employee's immediate family

12.B. Self-Referrals - Employees are encouraged to utilize the EAP as the need for professional help or guidance arises and may access the EAP directly by phone. Help is available 24 hours a day, 7 days a week. No employee's job security or promotional opportunities will be jeopardized due to

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participation in the program. This call is absolutely confidential.

12.C. Supervisory Referrals - In those cases where it is necessary for a supervisor to refer an employee to the EAP program due to poor performance or personal conduct to avoid the necessity for disciplinary action, it is the employee's responsibility to cooperate in the designated treatment or rehabilitation plan in order to address conditions apparently causing the poor performance or personal conduct on the job. Any employee whose performance or personal conduct does not improve, or continues to deteriorate, remains subject to the normal disciplinary actions in accordance with Article VIII.

12.D. Referrals to Network Healthcare Providers - In some cases, it is necessary for an employee to be referred by the EAP to another health care provider for additional or specialized services. In these cases, the EAP professionals are well acquainted with the County's Health Plan and will make the appropriate network referral ensuring that the employee may maximize his/her health care benefits. Any referral expenses incurred beyond that, which is covered by the insurance plan will be the responsibility of the employee. Those potential costs will be discussed between the employee and the EAP counselor in advance to consider options for meeting the expense, and the employee has the final choice of whether to accept the referral.

Section 13. Wellness Center Use

13.A. Eligibility - The County's wellness center is intended to be available to all full time employees who are eligible to be on the County's Health Plan. Employees' dependents covered by the health plan will be eligible to use the wellness center. Moore County retirees participating in the County's health plan are eligible.

13.B. Record Procedures - All personal medical services will be confidential. The medical records will be maintained by the medical providers contracted to operate the wellness center. The medical records of Moore County employees treated for workers' compensation injuries will be shared with the County Human Resources Director in accordance with North Carolina Industrial Commission regulations.

Employees and retirees must show a current health benefit insurance card and picture identification. Dependents must be listed on the employees' health benefit insurance card to be seen at the employee wellness center. These identifications will be checked at each visit to the wellness center.

13.C. Use of Sick Time - In order to avoid being charged for sick leave, an employee's intention must be to work on the day of the medical visit to the wellness center. If an employee is at work but visits the wellness center and then returns to work immediately following the medical visit, sick leave will not be charged.

Leave time must be used if an employee is accompanying a spouse or dependent to the wellness center.

13.D. All employees are required to use the wellness center for workers' compensation purposes. In the event that the center is closed, the employee will be directed by the Department Director or Human Resources Department where to obtain treatment. All time spent for workers' compensation visits are to be coded as workers compensation and Wellness Works Center on the individual's time sheet.

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13.E The medical providers contracted to operate the wellness center have the authority to notify the County if they feel the employee is abusing the benefit of the wellness center. The medical providers at the wellness center, in conjunction with the County Manager and Human Resources have the authority to dismiss a patient from treatment as a result of this abuse.

Section 14. Other Benefits

Additional deductions or benefits may be allowed at the option of the employee, under the provisions of the insurance contracts, and may be payroll deducted. These deductions include but are not limited to the following:

14.A. Flexible Spending Account - provided by Section 125 of the Internal Revenue Code, allowing employees to spend pretax dollars on eligible healthcare products and services and/or dependent care expenses received by the employee or an eligible dependent during the coverage period;

14.B. United Way Contributions;

14.C. Credit Union deductions; and

14.D. Any miscellaneous insurance premiums as authorized.

Section 15. Employer Statement

The County of Moore reserves the right to amend or terminate any of the preceding benefits or programs, or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity.

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ARTICLE VIII. DISCIPLINE AND SEPARATION

Section 1. Disciplinary Actions

1.A. General Provisions - It is the intent of Moore County to provide employees and management with a fair, clear and useful tool for correcting and improving job performance problems, as well as for providing a process to assist management in handling instances of unacceptable personal conduct. In accordance with the provisions of this Article, disciplinary actions shall be administered in as near a uniform manner as possible in all departments.

Any employee, regardless of occupation, position, or profession, may be warned, demoted, suspended or dismissed. Such actions will be the responsibility of the Department Director. Disciplinary actions may be taken against regular employees only for just cause. The degree and type of action taken shall be based upon the sound and considered judgment of the Department Director in accordance with this Article.

Probationary employees may be dismissed without cause at any time during the probationary period following their initial appointment.

Just cause can consist of any one or a combination of the following.

2.A. Unsatisfactory Job performance - defined as work-related performance that fails to satisfactorily meet job requirements as specified in the relevant job description, work plans or as directed by management of the work unit or department.

The following examples relating to unsatisfactory job performance are representative of, but not limited to, those sufficient for discipline, up to and including dismissal:

2.A.1. Inefficiency, negligence or incompetence in the performance of duties;

2.A.2. Careless, negligent or improper use of County property or equipment;

2.A.3. Physical or mental incapacity to perform duties, as certified by a physician;

2.A.4. Discourteous treatment of the public or other employees;

2.A.5. Absence without approved leave;

2.A.6. Improper use of leave privileges;

2.A.7. Habitual pattern of failure to report for duty at the assigned time and place;

2.A.8. Failure to complete work within established time frames.

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2.B. Written Warning for Unsatisfactory job performance When a supervisor determines that disciplinary action is appropriate for unsatisfactory job performance, a written warning is the first type of disciplinary action that an employee must receive. For a written warning to be official, a written warning must:

2.B.1. Clearly inform the employee that it is an official written warning;

2.B.2. Clearly inform the employee of the specific issues that are the basis for the warning;

2.B.3. State the specific improvements that must be made to address these specific issues;

2.B.4. State the time frame allowed for making the required improvements/corrections and set a specified time frame. Absent a specific time frame, 60 days is the time frame allowed for correction.

2.B.5. Clearly inform the employee of the consequences of failing to make the required improvements/corrections;

2.B.6. Be forwarded to the Human Resources Director to be placed in the personnel file; and

Employee has no appeal rights for a written warning.

2.C. Suspension with Pay for unsatisfactory job performance Suspension with pay may be used for any one or a combination of the following:

2.C.1. To provide time to investigate, establish facts, and reach a decision concerning an employee's status;

2.C.2. To provide time to schedule and hold a pre-dismissal conference; and/or

2.C.3. To avoid undue disruption of work or to protect the safety of persons or property.

Employee has no appeal rights for a suspension with pay.

A suspension with pay shall not exceed 30 calendar days unless extended by the County Manager. Extensions shall be in writing to the employee and include the specific reason for the extension and the length of the extension.

A suspension with pay shall not be used for the purpose of delaying an administrative decision on an employee's work status pending the resolution of a civil or criminal court matter involving the employee.

2.D. Suspension without Pay for Unsatisfactory Job Performance. An employee may be suspended without pay for disciplinary purposes for unsatisfactory job performance after the receipt of at least

one prior disciplinary action.

2.D.1. Schedule and conduct a pre-disciplinary conference. Advance oral or written notice of the conference must be given to the employee of the time, location, and the issue for

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which discipline has been recommended. The amount of advance notice should be as much as is practical under the circumstances.

2.D.2. Furnish the employee a statement in writing setting forth the specific acts or omissions that are the reasons for the suspension.

2.D.2.a Non-Exempt Employee who is subject to the overtime compensation provisions of the Fair Labor Standards Act (FLSA) must be for at least 1 full work day, but not more than 2 work weeks.

2.D.2.b. Exempt Employee is exempt from the overtime compensation provisions of the FLSA must be for at least 1 full work week, but not more than 2 full work weeks

2.D.3. Advise the employee of any applicable appeal rights in the document affecting the suspension.

2.E. Disciplinary Demotion for Unsatisfactory Job Performance. An employee may be demoted for any reason constituting just cause in accordance with the procedural requirements below. A demotion may take one of three forms:

2.E.1. The employee may be demoted to a lower pay grade with a reduction in salary rate as long as the new salary rate does not exceed the maximum of the salary range for the new lower pay grade;

2.E.2. The employee may be demoted to a lower pay grade without a reduction in salary rate as long as the salary rate does not exceed the maximum of the salary range for the new lower pay grade; or

2.E.3. The employee may be demoted while retaining the same pay grade with a reduction in salary rate. In no event shall an employee's salary rate be reduced to less than the step 1 of salary rate for the applicable pay grade or the special entry rate, if in effect.

2.E.4. To demote an employee, the appointing authority must comply with the following procedural requirements:

2.E.4.a. The employee must have received at least one prior disciplinary action before being demoted;

2.E.4.b. Review the employee's actions and the proposed discipline with the Human

Resources Director; 2.E.4.c. Schedule and conduct a pre-disciplinary conference. Advance written notice of the time, location, and issue for which discipline has been recommended must be provided to the employee. The amount of advance notice should be as much as is practicable under the circumstances;

2.E.4.d. Furnish the employee with a written statement setting forth the specific acts or omissions that are the reasons for the demotion, stating clearly how and to what extent the demotion will affect the employee's salary rate or pay grade, and advising the employee of any applicable appeal rights; and

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2.E.4.e. Forward a copy of the written statement to the Human Resources Director to be placed in the personnel file.

2.F. Dismissal for Unsatisfactory Job Performance - In order to be dismissed for unsatisfactory job performance, an employee must first receive at least two prior disciplinary actions, which may be a written warnings and/or other written disciplinary action, followed by a final written warning notifying the employee that failure to make the required improvements may result in dismissal. Successive disciplinary actions do not have to concern the same type of unsatisfactory job performance, nor do successive disciplinary actions have to concern the same type of just cause. For example, a final written warning for unacceptable job performance could follow an initial disciplinary action for grossly inefficient job performance, unacceptable personal conduct, or failure to maintain required credentials.

After an employee has received the required prior disciplinary actions, he/she may be dismissed pursuant to the procedures outlined below.

2.F.1. Review the employee's actions and the proposed discipline with the Human Resources Director;

2.F.2. Schedule a pre-disciplinary conference with the employee. Advanced written notice of the conference must be given to the employee detailing the time and location of the conference and the issue for which dismissal has been recommended.

2.F.3. Conduct the pre-disciplinary conference with the employee. Attendance at this conference is limited to the employee and the person conducting the conference subject to the following exceptions. A second management representative and/or security personnel may be present at management's discretion. No attorneys representing either side may attend the conference. During the conference, the employee shall be given notice of the recommendation of dismissal, including specific reasons for the proposed dismissal and a summary of the information supporting that recommendation. The employee shall have an opportunity to respond to the proposed dismissal action and to offer arguments and information in support of his/her position but may not present witnesses.

2.F.4. Review and consider the response of the employee following the conference. To minimize the risk of dismissal upon erroneous information and to allow time for the review of all necessary information, a decision should not be communicated to the employee prior to the beginning of the business day immediately following the pre-disciplinary conference no later than the end of the second business day following the conclusion of the pre-dismissal conference. When extension of this time period is necessary for investigative or

other purposes, the employee shall be notified.

2.F.5 If the decision is made to dismiss the employee, provide the employee with a written letter of dismissal detailing the specific reasons for dismissal, the effective date of the dismissal, and the employee's appeal rights. This letter shall be delivered to the

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employee in person or by certified mail, return receipt requested, to the employee's last known address. The effective date of the dismissal is determined by the dismissing authority but shall not be earlier than the letter of dismissal.

2.F.6. Forward a copy of the letter of dismissal to the Human Resources Director to be placed in the personnel file.

2.G. Grossly inefficient job performance is defined as instances in which the employee fails to satisfactorily perform job requirements as specified in the relevant job description, work plans or as directed by the management of the work unit or department when that failure results in:

2.G.1. The creation of the potential for death or serious harm to a client(s), an employee(s), members of the public or to a person(s) over whom the employee has responsibility;

or

2.G.2. The loss of or damage to County property or funds that results in a serious impact on the County and/or work unit.

When discipline of an employee for grossly inefficient job performance, follow the direction of this Article, sections 2.B, 2.C, 2.D, 2.E and 2.F.

2. H. Failure to maintain required credentials - Employees in classifications that require a certain license, registration, or certification in order to perform assigned job duties are responsible for obtaining and maintaining said credentials, and a failure to do so constitutes just cause for disciplinary action.

3.A. Unacceptable personal conduct, - defined as work-related or non-work related conduct and may be intentional or unintentional. An employee may be warned, suspended with pay, suspended without pay, demoted, or dismissed for causes relating to personal conduct detrimental to County service in order to avoid undue disruption of work, protect the safety of persons or property, or for other serious reasons.

The following examples relating to unacceptable personal conduct are representative of, but not limited to, those sufficient for discipline, up to and including dismissal:

3.A.1. Conduct for which no reasonable person should expect to receive prior warning;

3.A.2. Fraud in securing appointment;

3.A.3. Conduct unbecoming a public officer or employee;

3.A.4. Conviction of a felony or a misdemeanor which is detrimental to County Services or the performance of duties, or a plea of "no contest" to either;

3.A.5. Misappropriation of County funds or property;

3.A.6. Falsification of County records;

3.A.7. Willful violation of known or written work rules and/or policies;

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3.A.8. Willful violation of the Moore County Substance Abuse Policy;

3.A.9. Insubordination which is the willful failure or refusal to carry out a reasonable order from an authorized supervisor Insubordination is considered unacceptable personal conduct for which any level of discipline, including dismissal, may be imposed without prior warning;

3.A.10. Willful damage or destruction of property;

3.A.11. Willful acts that would endanger the lives and/or property of others;

3.A.12. Acceptance of gifts in exchange for "favors" or "influence";

3.A.13. Possession of unauthorized firearms or other lethal weapons on the job;

3.A.14. Sexual, racial or other unlawful harassment of a co-worker, applicant for employment, client or member of the public;

3.A.15. Incompatible employment or conflict of interest;

3.A.16. Obtaining or conveying, without proper authorization, identified confidential information;

3.A.17. Violation of political activity restrictions;

3.A.18. Failure to pay taxes owed to the County.

A regular County employee wishing to appeal a demotion, suspension without pay, dismissal, or reduction-in-force may present the matter in accordance with the provision of the grievance procedure prescribed in Article IX of this policy. Employees subject to the State Personnel Act, NCGS Chapter 126, wishing to appeal the actions indicated above may do so in accordance with established policies approved by the State Personnel Commission. No disciplinary action shall be invalid solely because the disciplinary action is labeled incorrectly.

3.B. Written Warning for Unacceptable Personal Conduct When a supervisor determines that disciplinary action is appropriate for unacceptable personal conduct, a written warning may be issued. For a written warning to be official, a written warning must:

3.B.1. Clearly inform the employee that it is an official written warning;

3.B.3. Clearly inform the employee of the specific issues that are the basis for the warning;

3.B.3 State the specific improvements that must be made to address these specific issues;

3.B.4. State the time frame allowed for making the required improvements/corrections is immediate.

3.B.5. Clearly inform the employee of the consequences of failing to make the required improvements/corrections;

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3.B.6. Employee has no appeal rights for a written warning;

3.B.7. Be forwarded to the Human Resources Director to be placed in the personnel file;

and

3.C. Suspension with Pay for Unacceptable Personal Conduct. Suspension with pay may be used for any one or a combination of the following:

3.C.1. To provide time to investigate, establish facts, and reach a decision concerning an employee's status;

3.C.2. To provide time to schedule and hold a pre-dismissal conference; and/or

3.C.3. To avoid undue disruption of work or to protect the safety of persons or property.

3.C.4. Employee has no appeal rights for a suspension with pay.

A suspension with pay shall not exceed 30 calendar days unless extended by the County Manager. Extensions shall be in writing to the employee and include the specific reason for the extension and the length of the extension.

A suspension with pay shall not be used for the purpose of delaying an administrative decision on an employee's work status pending the resolution of a civil or criminal court matter involving the employee.

3.D. Suspension without Pay for Unacceptable Personal Conduct. An employee may be suspended without pay at any time for unacceptable personal conduct or grossly inefficient job performance. An employee who has been suspended without pay must be furnished a statement in writing setting forth the specific acts or omissions that are the reasons for the suspension and the employee's appeal rights.

3.D.1. Schedule and conduct a pre-disciplinary conference. Advance oral or written notice of the conference must be given to the employee of the time, location, and the issue for which discipline has been recommended. The amount of advance notice should be as much as is practical under the circumstances.

3.D.2. Furnish the employee a statement in writing setting forth the specific acts or omissions that are the reasons for the suspension.

3.D.2.a. Non-Exempt Employee who is subject to the overtime compensation provisions of the Fair Labor Standards Act (FLSA) must be for at least 1 full work day, but not more than 2 work weeks.

3.D.2.b. Exempt Employee is exempt from the overtime compensation

provisions of the FLSA must be for at least 1 full work week, but not more than 2 full work weeks

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3.D.3. Advise the employee of any applicable appeal rights in the document affecting the suspension.

3.E. Demotion for Unacceptable Personal Conduct. An employee may be demoted for any reason constituting just cause in accordance with the procedural requirements below. A demotion may take one of three forms:

3.E.1. The employee may be demoted to a lower pay grade with a reduction in salary rate as long as the new salary rate does not exceed the maximum of the salary range for the new lower pay grade;

3.E.2. The employee may be demoted to a lower pay grade without a reduction in salary rate as long as the salary rate does not exceed the maximum of the salary range for the new lower pay grade; or

3.E.3. The employee may be demoted while retaining the same pay grade with a reduction in salary rate. In no event shall an employee's salary rate be reduced to less than the minimum salary rate for the applicable pay grade or the special entry rate, if in effect.

3.E.4. To demote an employee, the appointing authority must comply with the following procedural requirements:

3.E.4.a. In matters of grossly inefficient job performance, unacceptable personal conduct, or failure to maintain required credentials, no prior disciplinary actions are required;

3.E.4.b. Review the employee's actions and the proposed discipline with the Human Resources Director;

3.E.4.c. Schedule and conduct a pre-disciplinary conference. Advance written notice of the time, location, and issue for which discipline has been recommended

must be provided to the employee. The amount of advance notice should be as much as is practicable under the circumstances;

3.E.4.d. Furnish the employee with a written statement setting forth the specific acts or omissions that are the reasons for the demotion, stating clearly how and to what extent the demotion will affect the employee's salary rate or pay grade, and

3.E.4.e. Advise the employee of any applicable appeal rights in the document affecting the demotion.

3.E.4.f. Forward a copy of the written statement to the Human Resources Director to be placed in the personnel file.

3.F. Dismissal for Unacceptable Personal Conduct An employee may be dismissed on the basis of grossly inefficient job performance, unacceptable personal conduct, or failure to maintain

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required credentials without any prior disciplinary action. However, nothing in this Article precludes management from using other disciplinary actions prior to proceeding to dismissal.

In dismissing an employee pursuant to this Section, the Department Director must follow:

3.F.1. Review the employee's actions and the proposed discipline with the Human Resources Director;

3.F.2. Schedule a pre-disciplinary conference with the employee. Advanced written notice of the conference must be given to the employee detailing the time and location of the conference and the issue for which dismissal has been recommended.

3.F.3. Conduct the pre-disciplinary conference with the employee. Attendance at this conference is limited to the employee and the person conducting the conference subject to the following exceptions. A second management representative and/or security personnel may be present at management's discretion. No attorneys representing either side may attend the conference. During the conference, the employee shall be given notice of the recommendation of dismissal, including specific reasons for the proposed dismissal and a summary of the information supporting that recommendation. The employee shall have an opportunity to respond to the proposed dismissal action and to offer arguments and information in support of his/her position but may not present witnesses.

3.F.4. Review and consider the response of the employee following the conference. To minimize the risk of dismissal upon erroneous information and to allow time for the review of all necessary information, a decision should not be communicated to the employee prior to the beginning of the business day immediately following the pre-disciplinary conference no later than the end of the second business day following the conclusion of the pre-dismissal conference. When extension of this time period is necessary for investigative or other purposes, the employee shall be notified.

3.F.5. If the decision is made to dismiss the employee, provide the employee with a written letter of dismissal detailing the specific reasons for dismissal, the effective date of the dismissal. This letter shall be delivered to the employee in person or by certified mail, return receipt requested, to the employee's last known address. The effective date of the dismissal is determined by the dismissing authority but shall not be earlier than the letter of dismissal.

3.F.6. Advise the employee in writing of any applicable appeal rights in the document affecting the dismissal

3.F.7. Forward a copy of the letter of dismissal to the Human Resources Director to be placed in the personnel file.

Section 2. Types of Separations

2.A. Resignation - Resignation in good standing occurs when an employee submits and works a written notice of resignation for a minimum of 2 weeks or alternate approved plan prior to the effective date of resignation. Department Directors are required to give a 30 day written notice of

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resignation to the County Manager or hiring authority. Such notice shall be provided to the Department Director who shall acknowledge the employee's resignation in writing and forward a copy of the resignation and acknowledgement to the Human Resources Director and when appropriate, the County Manager, appointing authority or governing body. The last day worked by an employee will be recorded as the date of separation. Vacation, sick or compensatory leave will not be permitted to exhaust a notice of resignation.

2.A.1. Resignation not in good standing occurs when:

2.A.1.a. An employee fails to submit and work a written notice of resignation at least 2 weeks prior to the effective date of resignation;

2.A.1.b. An employee fails to report to work following a leave of absence without pay;

2.A.1.c. An employee is absent from work 3 consecutive working days without authorized leave – separation pursuant to this policy should not occur until the employing department has undertaken reasonable efforts to locate the employee and determine when or if the employee is intending to return to work; or

2.A.1.d. An employee resigns to avoid announced disciplinary action.

2.A.2. An employee who resigns in good standing may be considered for future employment with the County. An employee who resigns from County employment not in good standing is normally ineligible for future employment with the County.

2.B. Reduction-in-Force - In the event that a reduction-in-force becomes necessary, consideration shall be given to the needs of the organization, the seniority of the employee, and the quality of each employee's past performance. No regular employee shall be separated while there are probationary, temporary or other non-regular employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the non-regular employee. Employees who are laid off because of reduction-in-force shall be given at least 2 weeks notice of anticipated layoff.

2.C. Disability - An employee may be separated for disability when the employee cannot perform the essential functions of the position because of a physical or mental impairment. Action for disability separation may be initiated by the employee or the County.

Consideration for disability separation shall be supported by medical evidence as certified by a competent physician. Furthermore, the County may require a physical and/or mental examination at its expense by a physician of its choice.

Before an employee is separated for disability, a reasonable effort shall be made to locate

alternative positions within the County's service for which the employee may be suited.

2.D. Retirement - When an employee meets the conditions set forth under the provisions of any retirement plan adopted by the Board of County Commissioners for County employees, he/she may elect to retire and receive all benefits earned under said retirement plan.

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2.E. Dismissal - See Section 1 of this Article.

2.F. Death - All compensation due in accordance with this Policy will be paid to the estate of a deceased employee. The date of death shall be recorded as the separation date for computing compensation due.

Section 3. Reinstatement to Regular Status

3.A. An employee who resigns while in good standing, or who is separated because of reduction-in-force may be reinstated within 1 year of the date of separation, with the approval of the Department Director and the Human Resources Director.

3.B. A former regular full-time or regular part-time employee with a break in service may be reinstated and appointed to the same salary step as at separation within 1 year following the date of separation if in the same position.

3.C. A break in service occurs when an employee is in non-pay status for more than 31 calendar days. An employee is in non-pay status after the last day of work prior to separation because of resignation, dismissal, death, retirement, reduction in force or on leave without pay. An employee is in pay status when working, when on paid vacation, sick, or civil leave, when on leave pursuant to the FMLA, or when on Worker's Compensation leave.

3.D. An employee otherwise eligible for reinstatement in (3.A.) above may be offered reinstatement with a probationary period of appointment at the discretion of the Department Director, subject to the approval of the Human Resources Director. In this instance, the employee must meet all requirements of the probationary period as for initial appointments.

3.E. An employee who enters extended active duty with the Armed Forces of the United States, the Public Health Service, the National Guard or with any Reserve component of the Armed Forces will

be granted reinstatement rights commensurate with Chapter 43 of Public Law 93-508. An employee who is reinstated pursuant to this Section shall be credited with previous service time and previously accrued sick leave.

Section 4. Employee Appeal

A regular employee wishing to appeal a disciplinary demotion, suspension or dismissal may present the matter in accordance with the provisions of Article IX, Grievance Procedure.

Section 5. Time Limits For Active Warnings/Disciplinary Actions For Progressive Discipline 5.A. Any disciplinary action is deemed inactive for the purpose of this Section in the event that:

5.A.1. The Department Director notes in the employee's personnel file that the reason for the disciplinary action has been resolved or corrected; or

5.A.2. Eighteen months have passed since the warning or disciplinary action, the employee

does not have another active warning or disciplinary action which occurred within the last 18 months and the department has not, prior to the expiration of the 18 month period, issued to the employee written notice, including reasons, of the extension of the period.

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Section 6. Credentials By statute and applicable rule, some duties assigned to positions may be performed only by persons

who are duly licensed, registered or certified as required by relevant authority. All such requirements and restrictions are specified in the statement of essential qualifications or recruitment standards for classifications established by County Human Resources or in the position description for the position.

Employees in such classifications are responsible for obtaining and maintaining current, valid credentials as required by law or applicable rule. Failure to obtain or maintain the legally required credentials constitutes a basis for immediate dismissal without prior warning, consistent with dismissal for unacceptable personal conduct or grossly inefficient job performance.

Falsification of employment credentials or other documentation in connection with securing employment constitutes just cause for disciplinary action. When credential or work history

falsification is discovered after employment, disciplinary action shall be administered as follows:

6.A. If an employee was determined to be qualified and was selected for a position based upon falsified work experience, education, registration, licensure, or certification information that was a requirement for the position, the employee must be dismissed in accordance with Article VIII.

6.B. In all other cases of post-hiring discovery of false or misleading information, disciplinary action shall be taken, but the severity of the disciplinary action shall be at the discretion of the Department Director, up to and including dismissal.

When credential or work history falsification is discovered before employment with a department, the applicant shall be disqualified from consideration for the position in question.

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ARTICLE IX. GRIEVANCE PROCEDURES

Section 1. Purpose

The County is committed to providing employees an effective and responsive grievance process.

Section 2. Applicability

This procedure applies to regular employees of the County, except for employees subject to the State Personnel Act (competitive service employees) and employees of the Board of County Commissioners, the Board of Elections, Sheriff, Register of Deeds, and the Soil and Water Conservation District. Competitive service employees may appeal grievances to the Office of State Personnel pursuant to Chapter 126 of the North Carolina General Statutes. For employees of the Board of County Commissioners, Board of Elections, Sheriff, Register of Deeds, and the Soil and Water Conservation District, the decision of the Chairman of the Board of Elections, Sheriff, Register of Deeds, or the Soil and Water Conservation District Board, respectively, is administratively final. Regular employees covered by this Article shall have the right to grieve suspensions without pay, disciplinary demotions, reductions-in-force or dismissals.

Section 3. Policy

Regular employees subject to this Article shall have the opportunity to be heard without fear of reprisal or retaliation, and to be heard fairly and promptly. Grievances which are not received within the time allowed as prescribed in this Section or which are not filed with the Human Resources Director as prescribed in this Section shall be dismissed. A regular employee shall have the right to present a complaint in accordance with this established policy free from interference, discrimination, or reprisal.

Section 4. Procedure

When a regular employee is dissatisfied with an adverse action of suspension without pay, disciplinary demotion, reduction-in-force, or dismissal, the employee may file a formal written grievance with the Department Director as provided below.

In order to be considered, a grievance must be filed within 5 working days from the date that the issue is made known to the employee. While every effort shall be made to expedite the grievance process, the time limits contained in this Section may be extended when mutually agreed upon or approved by the Human Resources Director. Provided, however, that the 5 working days time limit to initially file a grievance shall not be extended. Grievances filed outside of this 5 working days time period shall be dismissed.

In filing a grievance, the following steps shall be taken:

4.A. The employee shall present the grievance in writing to the Department Director within the 5

working days time period outlined above. The grievance should contain the following information: the decision or action that the employee does not agree with, the basis on which the action is wrong or unfair, and the proposed resolution that the employee is seeking. The employee shall also file a copy of the grievance with the Human Resources Director.

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4.B. Upon receipt of the grievance, the Department Director shall arrange for the employee to present the case within 7 working days. The employee may not be represented or assisted by others at this level of the grievance, but may present evidence or have witnesses testify. The Department Director will make a decision within 7 working days after the hearing, and a written copy of this decision will be immediately furnished to the employee, the Human Resources Director and the County Manager.

4.C. If the employee is not satisfied with the Department Director's decision, the employee may request that the grievance be referred to the County Manager. This request must be made to the Human Resource Director, in writing, within 5 working days after the Department Director's decision.

4.D. The County Manager shall conduct a hearing within 7 working days to hear the employee's concerns. The County Manager will review the written documents, supporting evidence, and consult with whatever other sources he deems appropriate and shall present his decision, in writing, to the employee and the Department Head within 10 working days after completing the hearing.

4.E. If the employee is not satisfied with the County Manager's decision, the employee may request the grievance be referred to the Human Resources Appeals Committee. This request must be made to the Human Resources Director, in writing, within 10 days after the County Manager's decision.

Section 5. Organization of the Human Resources Appeals Committee

The Board of Commissioners shall appoint a Human Resources Appeals Committee consisting of three members. Members of the Human Resources Appeals Committee shall serve 3 year terms. A member of the Human Resources Appeals Committee may be removed by the Board of Commissioners for just cause. Vacancies shall be filled by the Board of Commissioners by appointment.

Each member of the Human Resources Appeals Committee shall be a qualified voter of the County, and shall be known to be in sympathy with the merit principle of personnel administration. No person who has actively participated in the immediately preceding County election by seeking office, soliciting funds or votes, either by letter, telephone, personal contact or speeches, on behalf of any candidate for County office and no County employee or officer shall serve on the Human Resources Appeals Committee. No attorney practicing in any of the courts in the County shall serve on the Human Resources Appeals Committee.

Each member of the Human Resources Appeals Committee shall have had experience in public or private personnel administration. Any member of the Human Resources Appeals Committee who becomes a candidate for a political office, or actively participates in elections, in the matter herein before set forth, shall at the time he/she files, be deemed to have vacated his/her position as a member of the Human Resources Appeals Committee.

The Board of Commissioners shall appoint one of the members of the Human Resources Appeals

Committee to serve as Chairman who shall preside at all meetings and shall be responsible for establishing meeting dates and calling official meetings. One member shall be elected Vice-Chairman and shall assume the duties of Chairman in the event the chairman is unavailable.

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The Human Resources Appeals Committee shall:

5.A. Advise the Board of Commissioners and the County Manager regarding County personnel issues;

5.B. Conduct hearings upon the request of suspended without pay, demoted, reduced in force, or dismissed County employees as required by this procedure. The Human Resources Appeals Committee shall have all powers necessary to complete investigation of the action taken, including the examination of witnesses and relevant papers. The Human Resources Appeals Committee shall inform the employee and the County Manager in writing of its findings and recommendation; and

5.C. Keep an accurate record of all its proceedings, findings and recommendations.

Section 6. Grievance Hearings with the Human Resources Appeals Committee

The employee with the grievance may appeal in writing to the Human Resources Director within 10 working days of the written decision by the County Manager. Upon receipt of the employee's appeal, the Human Resources Director shall notify the Chairman of the Human Resources Appeals Committee within 7 working days. The Chairman will schedule a hearing within 15 working days of such notice.

Prior to a grievance hearing, each member of the Human Resources Appeals Committee shall declare any conflict of interest and, if necessary, recuse himself/herself from the hearing in order that an unbiased decision can be rendered.

Meetings of the Human Resources Appeals Committee are subject to regulations established by the North Carolina General Statutes. Notification of meeting dates, places and times shall be consistent with requirements therein.

Grievance hearings shall be formal and held in closed session.

Hearings will be taped, but not transcribed, unless ordered by the Chairman for subsequent hearings or challenge of proceedings. Tape cassettes will be punched to prevent erasure and sealed before close of the meeting and initialed by the Chairman. Tapes will be preserved in safe storage and shall be released only upon order of the Chairman. Transcripts of tapes, if made, shall be assigned control numbers and a record will be maintained of the parties to whom transcripts are released.

The Human Resources Appeals Committee may excuse all principals and witnesses from the closed session in order to complete deliberations.

A written statement, signed by the Chairman, of findings of fact and decisions recommended, will be mailed to the employee within 5 working days of the hearing with copies to the County Manager and Human Resources Director.

Witnesses may appear to testify before the Human Resources Appeals Committee upon the request of the Department Director or employee. The request shall be in writing to the Chairman of the Human Resources Appeals Committee and shall contain the names of witnesses who are requested to appear.

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Section 7. Maintenance of Grievance Records

The Human Resources Director shall keep a record of all grievances and complaints filed. If a grievance/complaint is withdrawn, the record shall include any statement from the complainant indicating the reason for withdrawal.

The records described above shall be retained by the Human Resources Director for a minimum of 3 years and are subject to review by the complainant, the complainant's Department Director, the County Manager and the County Commissioners.

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ARTICLE X. PERSONNEL RECORDS AND REPORTS

Section 1. Personnel Records Maintenance

Personnel records necessary for the proper administration of the personnel system will be maintained by Human Resources. The County shall maintain in personnel records only information that is relevant to accomplishing personnel administration.

Section 2. Public Information The following information on each County employee is public information:

2.A. Name.

2.B. Age.

2.C. Date of original employment or appointment to service.

2.D. The terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the county has the written contract or a record of the oral contract in its possession.

2.E. Current position

2.F. Title

2.G. Current salary.

2.H. Date and amount of each increase or decrease in salary.

2.I. Date and type of each promotion, demotion, transfer, suspension, separation or other change in position classification.

2.J. Date and general description of the reasons for each promotion with the county.

2.K. Date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the county. (If the disciplinary action was a dismissal, a copy of the written notice of the final decision setting forth the specific acts or omissions that are the basis of the dismissal.)

2.L. The office to which the employee is currently assigned.

Section 3. Access to Personnel Records

As required by N.C.G.S. § 153A-98, any person may have access to the information listed in Section 2 of this Article for the purpose of inspection, examination and copying during the regular business

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hours, subject only to such rules and regulations for the safekeeping of public records as the Board of Commissioners may adopt.

All disclosures of records from the employee's personnel file shall be accounted for by keeping a written record (except for authorized persons processing personnel actions) of the following information: name of employee; information disclosed; date information was requested; name and address of the person to whom the disclosure is made; purpose for which information is requested.

This information must be retained for a period of 2 years.

Upon request, records of disclosure shall be made available to the employee to whom it pertains.

An individual examining a personnel record may copy the information; any available photocopying facilities may be provided and the cost may be assessed to the individual.

Section 4. Confidential Information

All information contained in a County employee's personnel file, other than the information listed in Section 2 of this Article, will be maintained as confidential in accordance with the requirement of N.C.G.S. § 153A-98 and shall be open to public inspection only in the following instances:

4.A. The employee or his duly authorized agent may examine all portions of his personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to his patient.

4.B. A licensed physician designated in writing by the employee may examine the employee's medical record.

4.C. A County employee having supervisory authority over the employee may examine all material in the employee's personnel file.

4.D. By order of a court of competent jurisdiction, any person may examine such portion of an employee's personnel file as may be ordered by the court.

4.E. An official of an agency of the State or federal government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the official having custody of such records to be necessary and essential to the pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of such records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.

4.F. An employee may sign a written release, to be placed with his personnel file, that permits the person with custody of the file to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.

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4.G. The County Manager, with concurrence of the Board of County Commissioners, or, in counties not having a manager, the Board of County Commissioners may inform any person of the employment or non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a County employee and the reasons for that personnel action. Before releasing the information, the County Manager or Board of Commissioners shall determine in writing that the release is essential to maintaining public confidence in the administration of County services or to maintaining the level and quality of County services. This written determination shall be retained in the office of the County Manager or the Clerk to the Board, and is a record available for public inspection and shall become part of the employee's personnel file.

Each individual requesting access to confidential information will be required to submit satisfactory proof of identity. A record shall be made of each disclosure and placed in the employee's file (except for disclosures to the employee and the supervisor).

Section 5. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 6. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place in his/her file a statement relating to the material considered to be inaccurate or misleading. The employee may seek the removal of such material in accordance with established grievance procedures.

Section 7. Penalty for Permitting Access to Confidential File by Unauthorized Person N.C.G.S. § 153A-98 provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed \$500 dollars.

Section 8. Penalty for Examining and/or Copying Confidential Material Without Authorization

N.C.G.S. § 153A-98 provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined at the discretion of the court, but not in excess of \$500 dollars.

Section 9. Destruction of Records Regulated

No public official may destroy, sell, loan or otherwise dispose of any public record, except in accordance with N.C.G.S. § 121-5(b), without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction

will be fined not less than \$10 dollars nor more than \$500 dollars as provided in N.C.G.S. § 132-3.

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ARTICLE XI. SAFETY WORKPLACE POLICY

Section 1. Safe Workplace Policy

The County is committed to making reasonable efforts to provide a safe working environment for its employees. It is expected that all County employees will adhere to this policy.

Section 2. Workplace Violence

The County has a zero-tolerance policy relating to the communication of threats, verbal harassment, physical assaults, or other forms of unreasonably aggressive behavior. Such behavior is a conduct issue.

Section 3. Safety, including Occupational Safety and Health Act (OSHA)

The County is committed to providing a workplace and environment that is as safe as practicable for employees and the public. Employees are required to comply with all safety rules and regulations at all times. Personal protective and safety equipment shall be used at all times. Employees who do not comply with these requirements are subject to disciplinary action. Supervisors who fail to enforce safety rules and equipment use shall be subject to disciplinary action.

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ARTICLE XII. IMPLEMENTATION OF POLICY

Section 1. Conflicting Policies Repealed

All policies, ordinances, or resolutions that conflict with the provisions of this Policy are hereby repealed.

Section 2. Separability

If any provision of this Policy is held invalid, the remainder of this Policy and the application of such remaining provisions of this Policy, other than those held invalid will not be affected.

Section 3. Violations of Policy Provision An employee violating any of the provisions of this Policy as approved by the Board of Commissioners may be subject to disciplinary action, which may include suspension and/or dismissal, in addition to any civil or criminal penalty, which may be imposed for the violation.

Section 4. Amendments

Amendments to this Policy shall be recommended by the County Manager or County Attorney and submitted for approval to the Moore County Board of Commissioners.

Section 5. Administrative Procedures

Department Directors may establish departmental administrative procedures or policies which, when approved by the County Manager, after review by the County Attorney, shall be enforceable under this policy.

Section 6. Effective Date

This policy shall become effective as of July 1, 1988 and thereafter shall be revised as needed.

Revised and adopted effective this 1st day of March, 2004 (/s/ Michael R. Holden, Chairman; Carol T. Thomas, Clerk to the Board)

Revised and adopted this 5th day of December 2005 with an effective date of January 1, 2006.(/s David J. Cummings, Chairman, Carol T. Thomas, Clerk to the Board)

Revised and adopted this 16th day of November 2009 with an effective date of November 16, 2009. (/s Robert Timothy Lea, Chairman, Laura M. Williams, Clerk to the Board)

Revised and adopted this 17th day of May 2010 with an effective date of July 1, 2010((/s Robert Timothy Lea, Chairman, Laura M. Williams, Clerk to the Board) - [VII. Employee Benefits, Section 9, Service Pay, replaced VII. Employee Benefits, Section 9, Longevity Pay]

Revised and adopted this 19th day of July 2011 with an effective date of July 19, 2011. (/s Nicholas J Picerno, Chairman, Laura M. Williams, Clerk to the Board) – [VII. Employee Benefits, Section 9. Longevity and Service Pay, replaced VII. Employee Benefits, Section 9, Service Pay]

Revised and adopted this 3rd day of January 2012 with an effective day of January 3, 2012 (/s Larry Caddell, Chairman, Laura M. Williams, Clerk to the Board) – [IV. Recruitment and Selection, Section 4. Residency Requirement]

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Revised and adopted this 17th day of June, 2014 with an effective date of June 17, 2014. (/sNicholas J. Picerno, Chairman, Laura M. Williams, Clerk to the Board)

Revised and adopted this 18th day of July, 2017 with an effective date of July 1, 2017.

Revised and adopted this 8th day of January, 2019 with an effective date of January 8, 2019.

Revised and adopted this 17th day of June, 2021 with an effective date of July 1, 2021.

Agenda Item: Meeting Date: November 16, 2021 MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gene Boles, Property Management Director DATE: November 8, 2021

SUBJECT: Approval of Contract with Capital Ford, Inc. PRESENTER: Gene Boles REQUEST:

Requesting approval from the Board of Commissioners to approve the contracts between the County of Moore and Capital Ford, Inc for the purchase of 5 new vehicles. BACKGROUND:

Property Management annually evaluates Moore County's fleet to ensure that we are providing departments with safe and functional vehicles. Replacement of vehicles due to high mileage and moving vehicles around to other departments is needed to maintain a safe and serviceable fleet.

IMPLEMENTATION PLAN:

Contracts with Capital Ford, Inc. to purchase 5 new vehicles.

- 2- F150 3.3L (1-Planning Dept./1-Health Dept.)
- 3- F150 5.0L (1-Property Management/1-Solid Waste/1-Parks & Rec.)

FINANCIAL IMPACT STATEMENT:

The money has been budgeted for the 2021/2022 budget

-2 F-150 3.3L	\$54,953.28	
-3 F-150 3.3L	\$93,188.22 Total	\$148,141.50

RECOMMENDATION SUMMARY:

Make a motion to approve two contracts with Capital Ford, Inc. for 5 new vehicles and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS:

Vehicle Quotes

Contracts Attached

STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 16th day of November, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Capital Ford, Inc., a business corporation formed under the laws of the State of North Carolina (the "Seller").

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 and 2, which is attached hereto and incorporated by reference as if fully set forth herein.

Seller agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach.

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before September 8, 2022. Delivery will be made to Moore County Property Management garage, which is located at 703 Pinehurst Avenue, in Carthage, North Carolina. The parties mutually agree that time is of the essence.

3. Payment

The County will pay the Seller \$93,188.22, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Dealer Emblems

Decals or markings of any type pertaining to advertising of the dealer are not allowed.

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7. Service Requirements

The vehicle must be properly serviced and in first class operating condition when delivered.

The Seller is responsible for servicing the vehicle, in addition to any prior factory servicing, as follows:

- a. Complete lubrication;
- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
- c. A minimum of seven and a half (7.5) gallons of fuel at time of delivery;
- d. Tires inflated to the correct pressure;
- e. Check to ensure operation of all mechanical and electrical features;
- f. Check to ensure there are no defects in the appearance of the Goods; and
- g. Thorough cleaning, including washing, if necessary.

8. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. Warranties

The Seller represents and warrants that:

- a. It is a business corporation, validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite power and authority to execute, deliver and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

10. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or

c. Breaches any term or condition of this Contract,

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11. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

12. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

13. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

14. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY: MOORE COUNTY PROPERTY MANAGEMENT
ATTN: GENE BOLES, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

SELLER: CAPITAL FORD, INC.
ATTN: LEGAL
4208 SIX FORKS ROAD, SUITE 1000
RALEIGH, NC 27609

16. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

17. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

18. Entire Agreement

This Contract and Attachments 1 and 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

19. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE CAPITAL FORD, INC.

Francis R. Quis, Jr., Chairman Jennifer Romano

Board of Commissioners Government Sales

ATTEST

Laura M. Williams

Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

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ATTACHMENT 1

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VEHICLE SPECIFICATIONS

The Goods and quantity of each to be sold by the Seller to the County are as follows:

Description	Qty.	Unit Price	Total
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2022 F150 Ford SuperCab 4x4, 6.5 box, 5.0L, 145" wheelbase, white			
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3	\$31,062.74	\$93,188.22	
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Total		\$93,188.22	
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Attachment 2 contains additional specifications for this vehicle purchase.

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Certificate Of Completion

Envelope Id: 045576709D744830B9DE09E36649B677 Status: Sent

Subject: Please DocuSign: 11-4-21 Contract - PM - Capital Ford, Inc. - F150 Trucks 5.0L - 3.pdf

Source Envelope:

Document Pages: 9 Signatures: 1 Envelope Originator:

Certificate Pages: 6 Initials: 0 Cheryl Zielsdorf

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

czyielsdorf@moorecountync.gov

IP Address: 184.2.42.2

Record Tracking

Status: Original

11/4/2021 2:37:06 PM

Holder: Cheryl Zielsdorf

czyielsdorf@moorecountync.gov

Location: DocuSign

Signer Events Signature Timestamp

Gene Boles

gboles@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 184.2.42.2

Sent: 11/4/2021 2:42:41 PM

Viewed: 11/4/2021 3:14:07 PM

Signed: 11/4/2021 3:15:40 PM

Electronic Record and Signature Disclosure:

Accepted: 11/4/2021 3:14:07 PM

ID: 7c8471b9-056c-4003-839c-9195e73c6ac9

Jennifer Romano

jromano@capitalford.com

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Using IP Address: 70.63.84.18

Sent: 11/4/2021 3:15:41 PM

Viewed: 11/4/2021 3:40:56 PM

Signed: 11/4/2021 3:41:13 PM

Electronic Record and Signature Disclosure:

Accepted: 4/18/2019 8:23:16 AM

ID: 64dccf8e-6358-4978-8e82-2803f5ba239c

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Sent: 11/5/2021 3:52:06 PM

Electronic Record and Signature Disclosure:

Accepted: 2/11/2020 11:10:53 AM

ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events Signature Timestamp

In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Francis R. Quis, Jr., Chairman

Security Level: In Person

Electronic Record and Signature Disclosure:

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Editor Delivery Events Status Timestamp
Agent Delivery Events Status Timestamp
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Certified Delivery Events Status Timestamp
Carbon Copy Events Status Timestamp

Deisha Covington

dcovington@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Sent: 11/4/2021 2:42:42 PM

Viewed: 11/5/2021 8:38:34 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication
(None)

Sent: 11/4/2021 2:42:41 PM

Electronic Record and Signature Disclosure:

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Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication
(None)

Sent: 11/4/2021 2:42:42 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Steve Perkins

sperkins@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Sent: 11/4/2021 2:42:42 PM

Viewed: 11/4/2021 2:51:24 PM

Electronic Record and Signature Disclosure:

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Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Sent: 11/4/2021 3:41:14 PM

Electronic Record and Signature Disclosure:

Accepted: 2/11/2020 11:10:53 AM

ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Terra Vuncannon

tvuncannon@moorecountync.gov

Deputy Finance Officer

Security Level: Email, Account Authentication

(None)

Sent: 11/5/2021 3:52:07 PM

Electronic Record and Signature Disclosure:

Accepted: 11/5/2021 3:50:53 PM

ID: d4b52ab4-30d3-4245-8bee-a94eec48e6f6

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

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Payment Events Status Timestamps

Electronic Record and Signature Disclosure

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From time to time, Carahsoft obo County of Moore - IT Department (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

Electronic Record and Signature Disclosure created on: 2/7/2018 9:07:37 AM

Parties agreed to: Gene Boles, Jennifer Romano, Caroline Xiong, Caroline Xiong, Terra Vuncannon

electronically from us.

How to contact Carahsoft obo County of Moore - IT Department:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cbutts@moirecountync.gov

To advise Carahsoft obo County of Moore - IT Department of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cbutts@moirecountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo County of Moore - IT Department

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo County of Moore - IT Department

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems: Windows® 2000, Windows® XP, Windows

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

or above (Windows and Mac); Safari™ 3.0 or

above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

**** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.**

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 16th day of November, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Capital Ford, Inc., a business corporation formed under the laws of the State of North Carolina (the "Seller").

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 and 2, which is attached hereto and incorporated by reference as if fully set forth herein.

Seller agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach.

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before September 8, 2022. Delivery will be made to Moore County Property Management garage, which is located at 703 Pinehurst Avenue, in Carthage, North Carolina. The parties mutually agree that time is of the essence.

3. Payment

The County will pay the Seller \$54,953.28, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Dealer Emblems

Decals or markings of any type pertaining to advertising of the dealer are not allowed.

7. Service Requirements

The vehicle must be properly serviced and in first class operating condition when delivered.

The Seller is responsible for servicing the vehicle, in addition to any prior factory servicing, as follows:

- a. Complete lubrication;
- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
- c. A minimum of seven and a half (7.5) gallons of fuel at time of delivery;
- d. Tires inflated to the correct pressure;
- e. Check to ensure operation of all mechanical and electrical features;
- f. Check to ensure there are no defects in the appearance of the Goods; and
- g. Thorough cleaning, including washing, if necessary.

8. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. Warranties

The Seller represents and warrants that:

- a. It is a business corporation, validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite power and authority to execute, deliver and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

10. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or

c. Breaches any term or condition of this Contract,

11. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

12. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

13. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

14. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY: MOORE COUNTY PROPERTY MANAGEMENT
ATTN: GENE BOLES, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

SELLER: CAPITAL FORD, INC.
ATTN: LEGAL
4208 SIX FORKS ROAD, SUITE 1000
RALEIGH, NC 27609

16. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

17. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

18. Entire Agreement

This Contract and Attachments 1 and 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

19. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE CAPITAL FORD, INC.

Francis R. Quis, Jr., Chairman Jennifer Romano
Board of Commissioners Government Sales

ATTEST

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

ATTACHMENT 1

FN 21-0449 Page 5 of 5

VEHICLE SPECIFICATIONS

The Goods and quantity of each to be sold by the Seller to the County are as follows:

Description	Qty.	Unit Price	Total
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2022 Ford F150 Super Cab, 3.3L, 4x4, 145" wheelbase, white			
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2	\$27,476.64	\$54,953.28	
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Total		\$54,953.28	
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Attachment 2 contains additional specifications for this vehicle purchase.

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Agenda Item: Meeting Date: November 16, 2021 MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gene Boles, Property Management Director DATE: November 8, 2021

SUBJECT: Approval of Contract with Performance Automotive Group PRESENTER: Gene Boles

REQUEST:

Requesting approval from the Board of Commissioners to approve the contracts between the County of Moore and Performance Automotive Group for the purchase of 6 new vehicles. BACKGROUND:

Property Management annually evaluates Moore County's fleet to ensure that we are providing departments with safe and functional vehicles. Replacement of vehicles due to high mileage and moving vehicles around to other departments is needed to maintain a safe and serviceable fleet.

IMPLEMENTATION PLAN:

Contracts with Performance Automotive Group to purchase 6 new vehicles.

- 4 Escape FWD (1-DSS/1-Tax Dept./2-Pool Vehicles)
- 1 Escape AWD- Tax Dept.
- 1 Explorer Base- Property Management

FINANCIAL IMPACT STATEMENT:

The money has been budgeted for the 2021/2022 budget

-4 Escape FWD \$82,552.48

-1 Escape AWD \$23,346.52

-1 Explorer Base \$27,791.49 Total

\$133,690.49 RECOMMENDATION SUMMARY:

Make a motion to approve three contracts with Performance Automotive Group for 6 new vehicles and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS:

Vehicle Quotes

Contracts Attached

STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 16th day of November, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Performance Automotive Group, Inc., a business corporation formed under the laws of the State of North Carolina (the "Seller").

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 and 2, which is attached hereto and incorporated by reference as if fully set forth herein.

Seller agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach.

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before June 1, 2022. Delivery will be made to Moore County Property Management garage, which is located at 703 Pinehurst Avenue, in Carthage, North Carolina. The parties mutually agree that time is of the essence.

3. Payment

The County will pay the Seller \$27,791.49, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Dealer Emblems

Decals or markings of any type pertaining to advertising of the dealer are not allowed.

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7. Service Requirements

The vehicle must be properly serviced and in first class operating condition when delivered.

The Seller is responsible for servicing the vehicle, in addition to any prior factory servicing, as follows:

- a. Complete lubrication;
- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
- c. A minimum of seven and a half (7.5) gallons of fuel at time of delivery;
- d. Tires inflated to the correct pressure;
- e. Check to ensure operation of all mechanical and electrical features;
- f. Check to ensure there are no defects in the appearance of the Goods; and
- g. Thorough cleaning, including washing, if necessary.

8. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. Warranties

The Seller represents and warrants that:

- a. It is a business corporation, validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite power and authority to execute, deliver and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

10. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or

c. Breaches any term or condition of this Contract,

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11. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

12. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

13. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

14. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY: MOORE COUNTY PROPERTY MANAGEMENT
ATTN: GENE BOLES, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

SELLER: PERFORMANCE AUTOMOTIVE GROUP, INC.
ATTN: LEGAL
605 WARSAW ROAD
CLINTON, NC 28328-3631

16. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

17. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

18. Entire Agreement

This Contract and Attachments 1 and 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

19. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE PERFORMANCE AUTOMOTIVE GROUP, INC.

Francis R. Quis, Jr., Chairman Gene Daniel
Board of Commissioners Government Sales Manager

ATTEST _____
Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer
DocuSign Envelope ID: 21305797-F9EA-4D96-B9DC-9ECDA0812564

ATTACHMENT 1

FN 21-0446 Page 5 of 5

VEHICLE SPECIFICATIONS

The Goods and quantity of each to be sold by the Seller to the County are as follows:

Description	Qty.	Unit Price	Total
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2022 Ford Explorer-Base, 4WD, White	1	\$27,791.49	\$27,791.49
Total			\$27,791.49

Attachment 2 contains additional specifications for this vehicle purchase.

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Standard Features

2.3L EcoBoost I-4 Engine with Auto Start/Stop Front Row Bucket Seats, Second Row 35/30/35
10 Speed Automatic Transmission Manual Tilt/Telescoping Steering Column
Easy Fuel Capless Fuel Filler Power Front/Rear Windows and Locks
P255/65R-18" All Season BSW Tires LED High/Low Beam Headlights, Auto On/Off
18" Painted Aluminum Wheels AM/FM/XM Audio System
Mini Spare Tire SYNC 3
17.9 Gallon Fuel Tank Keyless Entry - Two FOBS
Tri Zone Climate Control Center 3.58 Non Limited Slip Rear Axle
Cruise Control Reverse Sensing System

Base Body Configuration

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2022 Ford Explorer - Base

North Carolina Statewide Vehicle Contract #202100002

Category B - SUV/Crossover

Contract Term Dates: May 10, 2021 - May 9, 2023

Drivetrain Configurations

K7B-100A 2022 Ford Explorer, Base Trim, RWD 26,961.97\$

K8B-100A

2.3L EcoBoost

I-4 Engine

Base Powertrain Configuration

2.3L EcoBoost I-4 Engine RWD (99B-3.3L V-6 4WD)Base

10 Speed Automatic Transmission Base

Base Interior Configuration

2022 Ford Explorer, Base Trim, 4WD 27,791.49\$

NC70A Base Vehicle Configuration

119" Wheel Base Base

Base Package / Options

P255/65R-18" All Season BSW Tire Base

18" Painted Aluminum Wheels Base

Fleet Invoice Structure Base

Oxford White Base

Cloth Seats Base

N-Sandstone Base

Front License Plate Bracket Base

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Total Price Per Vehicle:

Total this Order:

Notes & Instructions:

Class IV Trailer Tow Package 545\$ 512.30\$
45\$ 42.30\$

Standard Colors: Quantity

Additional Factory Options MSRP 6% Disc

3.3L Ti-VCT V-6 Flex Fuel Engine (10 Speed Auto Trans) 4wd

Configuration Only N/C N/C

Cargo Area Mgmt System (Cargo Net, Cargo Well Mat, Reversible
Load Floor)165\$ 155.10\$

N/C N/C

Engine Block Heater

Front License Plate Bracket

Daytime Running Lights (Replaces Std Configurable DRL)

All Weather Floor Mats - 1st/2nd Row (No std Carpet Mats)160\$ 150.40\$
90\$ 84.60\$

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All Weather Floor Mats - 1st/2nd Row (with std Carpet Mats)200\$ 188.00\$

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Oxford White

Atlas Blue Metallic

Emergency Equipment/Lighting Upfit

27,791.49\$

Quote Date: 10-25-2021

Current order to delivery for Explorer is 16-18 weeks

27,791.49\$

Number Units This Spec:1.00

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Agency Information:

Gene Daniel

Government Sales Manager

605 Warsaw Road

Clinton, North Carolina 28328

gdaniel@ramclinton.com

(910) 592-5337 Dealership

Dianne Nelms

Government & Fleet Sales

605 Warsaw Road

Clinton, North Carolina 28328

dnelms@ramclinton.com

(910) 214-2956 Cell

Address 1:703 Pinehurst Avenue

Address 2:

City, State, Zip:Carthage, North Carolina 28327

Agency Name:Moore County Fleet Operations

Contact:Steven Perkins

Position:

GPC Info:

FIN Code:

Fax:

Office Phone:910-947-7180Cell Phone:

Email:sperkins@moorecountync.gov

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Certificate Of Completion

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Subject: Please DocuSign: 11-4-21 Contract - PM - Performance Automotive Group, Inc. - 2022 Ford Explore...

Source Envelope:

Document Pages: 11 Signatures: 0 Envelope Originator:

Certificate Pages: 5 Initials: 0 Cheryl Zielsdorf

AutoNav: Enabled

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Time Zone: (UTC-05:00) Eastern Time (US & Canada)

czyielsdorf@moorecountync.gov

IP Address: 184.2.42.2

Record Tracking

Status: Original

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Holder: Cheryl Zielsdorf

czyielsdorf@moorecountync.gov

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Gene Boles

gboles@moorecountync.gov

Security Level: Email, Account Authentication

(None)

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Gene Daniel

gdaniel@ramclinton.com

Security Level: Email, Account Authentication

(None)

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Electronic Record and Signature Disclosure:

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Terra Vuncannon

tvuncannon@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events Signature Timestamp

In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Francis R. Quis, Jr., Chairman

Security Level: In Person

Electronic Record and Signature Disclosure:

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Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Deisha Covington

dcovington@moorecountync.gov

Security Level: Email, Account Authentication

(None)

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Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication

(None)

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Electronic Record and Signature Disclosure:

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Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication

(None)

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Electronic Record and Signature Disclosure:

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Steve Perkins

sperkins@moorecountync.gov

Security Level: Email, Account Authentication

(None)

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Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

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Parties agreed to: Gene Boles, Terra Vuncannon, Caroline Xiong

electronically from us.

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- ii. send us an e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems: Windows® 2000, Windows® XP, Windows

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

or above (Windows and Mac); Safari™ 3.0 or

above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

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By checking the 'I agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 16th day of November, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Performance Automotive Group, Inc., a business corporation formed under the laws of the State of North Carolina (the "Seller").

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 and 2, which is attached hereto and incorporated by reference as if fully set forth herein.

Seller agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach.

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before June 1, 2022. Delivery will be made to Moore County Property Management garage, which is located at 703 Pinehurst Avenue, in Carthage, North Carolina. The parties mutually agree that time is of the essence.

3. Payment

The County will pay the Seller \$82,552.48, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Dealer Emblems

Decals or markings of any type pertaining to advertising of the dealer are not allowed.

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7. Service Requirements

The vehicle must be properly serviced and in first class operating condition when delivered.

The Seller is responsible for servicing the vehicle, in addition to any prior factory servicing, as follows:

- a. Complete lubrication;
- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
- c. A minimum of seven and a half (7.5) gallons of fuel at time of delivery;
- d. Tires inflated to the correct pressure;
- e. Check to ensure operation of all mechanical and electrical features;
- f. Check to ensure there are no defects in the appearance of the Goods; and
- g. Thorough cleaning, including washing, if necessary.

8. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. Warranties

The Seller represents and warrants that:

- a. It is a business corporation, validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite power and authority to execute, deliver and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

10. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or

c. Breaches any term or condition of this Contract,

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11. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

12. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

13. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

14. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY: MOORE COUNTY PROPERTY MANAGEMENT
ATTN: GENE BOLES, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

SELLER: PERFORMANCE AUTOMOTIVE GROUP, INC.
ATTN: LEGAL
605 WARSAW ROAD
CLINTON, NC 28328-3631

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16. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

17. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

18. Entire Agreement

This Contract and Attachments 1 and 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

19. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE PERFORMANCE AUTOMOTIVE GROUP, INC.

Francis R. Quis, Jr., Chairman Gene Daniel
Board of Commissioners Government Sales Manager
ATTEST

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

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ATTACHMENT 1

FN 21-0448 Page 5 of 5

VEHICLE SPECIFICATIONS

The Goods and quantity of each to be sold by the Seller to the County are as follows:

Description	Qty.	Unit Price	Total
-------------	------	------------	-------

2022 Ford Escape, FWD, S Trim Level, 1.5L, White	4	\$20,638.12	\$82,552.48
			Total \$82,552.48

Attachment 2 contains additional specifications for this vehicle purchase.

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Standard Features

1.5L EcoBoost Engine with Auto Start/Stop Rotary Gear Shift Selector
8 Speed Automatic Transmission Tilt/Telescoping Steering Wheel
Easy Fuel Capless Fuel Filler Power Windows, Power Locks, Keyless Entry
Manual Liftgate Rear Window Defrost
Tire Inflator/Sealant - Spare Tire is not Standard Flip Key with Integrated Key FOB
225/65R17 102H All Season BSW Tires SYNC with Voice Recognition
17" Sparkle Silver Painted Wheels Transmission Oil Cooler
Cruise Control Automatic On/Off Headlamps
Cabin Air Filter
Base Body Configuration

106.7

996

448

YZ

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B4A

153

2022 Ford Escape S

North Carolina Statewide Vehicle Contract #202100002

Category B - SUV/Crossover

Contract Term Dates: May 10, 2021 - May 9, 2023

Drivetrain Configurations

U0F-100A 2022 Ford Escape, FWD, S Trim Level 20,638.12\$

U9F-100A

1.5L Gas

Base Powertrain Configuration

1.5L EcoBoost Engine Base

8 Speed Automatic Transmission Base

Base Interior Configuration

2022 Ford Escape, AWD, S Trim Level 23,346.52\$

NC70A Base Vehicle Configuration

106.7 Wheel Base Base

I-4 EcoBoost

Base Package / Options

Tire Inflator Kit Base

17" Steel Wheels Base

Fleet Invoice Option Base

Oxford White Base

Cloth Seats Base

Ebony Color Base

Front License Plate Bracket Base

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Total Price Per Vehicle:

Total this Order:

Notes & Instructions:

Mini Spare Wheel (Replaces Tire Inflator Kit)110\$ 103.40\$

Engine Block Heater 150\$ 141.00\$

Additional Factory Options MSRP 6% Disc

17" Shadow Silver-painted Aluminum Wheels 595\$ 559.30\$

Floor Liners, Front and Rear (Keeps Factory Carpet Mats)200\$ 188.00\$

Floor Liners, Front and Rear (Deletes Factory Carpet Mats)160\$ 150.40\$

Front License Plate Bracket N/C N/C

Easy Access Cargo Shade 135\$ 126.90\$

Standard Colors: Quantity

Atlas Blue Metallic

Cargo Mat 100\$ 94.00\$

Reverse Sensing System 245\$ 230.30\$

Remote Start System (includes two separate key FOBs)495\$ 465.30\$

Splash Guards 210\$ 197.40\$

Privacy Glass – Second Row Side and Liftgate 253\$ 237.82\$

4.00

Iced Blue Silver Metallic

Iconic Silver Metallic

Carbonized Gray Metallic

Agate Black Metallic

Oxford White

Emergency Equipment/Lighting Upfit

82,552.48\$

Quote Date: 10-25-2021

Current order to delivery for 22 Escape is 20 weeks.

Revised order quantity to 4 - 11-1-2021

20,638.12\$

Number Units This Spec:4.00

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Agency Information:

Gene Daniel

Government Sales Manager

605 Warsaw Road

Clinton, North Carolina 28328

gdaniel@ramclinton.com

(910) 592-5337 Dealership

Dianne Nelms

Government & Fleet Sales

605 Warsaw Road

Clinton, North Carolina 28328

dnelms@ramclinton.com

(910) 214-2956 Cell

Position:

Fax:

FIN Code:

GPC Info:

Email:sperkins@moorecountync.gov

Office Phone:910-947-7180

Cell Phone:

Address 1:703 Pinehurst Avenue

Address 2:

City, State, Zip:Carthage, North Carolina 28327

Agency Name:Moore County Fleet Operations

Contact:Steven Perkins

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Certificate Of Completion

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czyielsdorf@moorecountync.gov

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Holder: Cheryl Zielsdorf

czyielsdorf@moorecountync.gov

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Gene Boles

gboles@moorecountync.gov

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Gene Daniel

gdaniel@ramclinton.com

Security Level: Email, Account Authentication

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Terra Vuncannon

tvuncannon@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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In Person Signer Events Signature Timestamp

In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Francis R. Quis, Jr., Chairman

Security Level: In Person

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Deisha Covington

dcovington@moorecountync.gov

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Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication

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Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication

(None)

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Electronic Record and Signature Disclosure:

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Steve Perkins

sperkins@moorecountync.gov

Security Level: Email, Account Authentication

(None)

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Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

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Parties agreed to: Gene Boles, Terra Vuncannon, Caroline Xiong

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Required hardware and software

Operating Systems: Windows® 2000, Windows® XP, Windows

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

or above (Windows and Mac); Safari™ 3.0 or

above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 16th day of November, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Performance Automotive Group, Inc., a business corporation formed under the laws of the State of North Carolina (the "Seller").

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 and 2, which is attached hereto and incorporated by reference as if fully set forth herein.

Seller agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach.

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before June 1, 2022. Delivery will be made to Moore County Property Management garage, which is located at 703 Pinehurst Avenue, in Carthage, North Carolina. The parties mutually agree that time is of the essence.

3. Payment

The County will pay the Seller \$23,346.52, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Dealer Emblems

Decals or markings of any type pertaining to advertising of the dealer are not allowed.

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7. Service Requirements

The vehicle must be properly serviced and in first class operating condition when delivered.

The Seller is responsible for servicing the vehicle, in addition to any prior factory servicing, as follows:

- a. Complete lubrication;
- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
- c. A minimum of seven and a half (7.5) gallons of fuel at time of delivery;
- d. Tires inflated to the correct pressure;
- e. Check to ensure operation of all mechanical and electrical features;
- f. Check to ensure there are no defects in the appearance of the Goods; and
- g. Thorough cleaning, including washing, if necessary.

8. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. Warranties

The Seller represents and warrants that:

- a. It is a business corporation, validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite power and authority to execute, deliver and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

10. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or

c. Breaches any term or condition of this Contract,

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11. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

12. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

13. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

14. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY: MOORE COUNTY PROPERTY MANAGEMENT
ATTN: GENE BOLES, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

SELLER: PERFORMANCE AUTOMOTIVE GROUP, INC.
ATTN: LEGAL
605 WARSAW ROAD
CLINTON, NC 28328-3631

16. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

17. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

18. Entire Agreement

This Contract and Attachments 1 and 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

19. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE PERFORMANCE AUTOMOTIVE GROUP, INC.

Francis R. Quis, Jr., Chairman Gene Daniel
Board of Commissioners Government Sales Manager
ATTEST

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

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ATTACHMENT 1

FN 21-0447 Page 5 of 5

VEHICLE SPECIFICATIONS

The Goods and quantity of each to be sold by the Seller to the County are as follows:

Description	Qty.	Unit Price	Total
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2022 Ford Escape, AWD, S Trim Level, 1.4 Ecoboost, White			
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1	\$23,346.52	\$23,346.52	
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Total	\$23,346.52		
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Attachment 2 contains additional specifications for this vehicle purchase.

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Standard Features

1.5L EcoBoost Engine with Auto Start/Stop Rotary Gear Shift Selector
8 Speed Automatic Transmission Tilt/Telescoping Steering Wheel
Easy Fuel Capless Fuel Filler Power Windows, Power Locks, Keyless Entry
Manual Liftgate Rear Window Defrost
Tire Inflator/Sealant - Spare Tire is not Standard Flip Key with Integrated Key FOB
225/65R17 102H All Season BSW Tires SYNC with Voice Recognition
17" Sparkle Silver Painted Wheels Transmission Oil Cooler
Cruise Control Automatic On/Off Headlamps
Cabin Air Filter
Base Body Configuration

106.7

996

448

YZ

V

H

B4A

153 Front License Plate Bracket Base

Base Package / Options

Tire Inflator Kit Base

17" Steel Wheels Base

Fleet Invoice Option Base

Oxford White Base

Cloth Seats Base

Ebony Color Base

Base Powertrain Configuration

1.5L EcoBoost Engine Base

8 Speed Automatic Transmission Base

Base Interior Configuration

2022 Ford Escape, AWD, S Trim Level 23,346.52\$

NC70A Base Vehicle Configuration

106.7 Wheel Base Base

I-4 EcoBoost

2022 Ford Escape S

North Carolina Statewide Vehicle Contract #202100002

Category B - SUV/Crossover

Contract Term Dates: May 10, 2021 - May 9, 2023

Drivetrain Configurations

U0F-100A 2022 Ford Escape, FWD, S Trim Level 20,638.12\$

U9F-100A

1.5L Gas

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23,346.52\$

Quote Date: 10-25-2021

Current order to delivery for 22 Escape is 20 weeks.

23,346.52\$

Number Units This Spec:1.00

Emergency Equipment/Lighting Upfit

1.00

Iced Blue Silver Metallic

Iconic Silver Metallic

Carbonized Gray Metallic

Agate Black Metallic

Oxford White

Standard Colors: Quantity

Atlas Blue Metallic

Cargo Mat 100\$ 94.00\$

Reverse Sensing System 245\$ 230.30\$

Remote Start System (includes two separate key FOBs)495\$ 465.30\$

Splash Guards 210\$ 197.40\$

Privacy Glass – Second Row Side and Liftgate 253\$ 237.82\$

Floor Liners, Front and Rear (Keeps Factory Carpet Mats)200\$ 188.00\$

Floor Liners, Front and Rear (Deletes Factory Carpet Mats)160\$ 150.40\$

Front License Plate Bracket N/C N/C

Easy Access Cargo Shade 135\$ 126.90\$

Mini Spare Wheel (Replaces Tire Inflator Kit)110\$ 103.40\$

Engine Block Heater 150\$ 141.00\$

Additional Factory Options MSRP 6% Disc

17" Shadow Silver-painted Aluminum Wheels 595\$ 559.30\$

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Agency Information:

Gene Daniel

Government Sales Manager

605 Warsaw Road

Clinton, North Carolina 28328

gdaniel@ramclinton.com

(910) 592-5337 Dealership

Dianne Nelms

Government & Fleet Sales

605 Warsaw Road

Clinton, North Carolina 28328

dnelms@ramclinton.com

(910) 214-2956 Cell

Fax:

FIN Code:

GPC Info:

Email:sperkins@moorecountync.gov

Office Phone:910-947-7180

Cell Phone:

Address 1:703 Pinehurst Avenue

Address 2:

City, State, Zip:Carthage, North Carolina 28327

Agency Name:Moore County Fleet Operations

Contact:Steven Perkins

Position:

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Certificate Of Completion

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In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Francis R. Quis, Jr., Chairman

Security Level: In Person

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Clerk to the Board

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Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

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cxiong@moorecountync.gov

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Required hardware and software

Operating Systems: Windows® 2000, Windows® XP, Windows

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

or above (Windows and Mac); Safari™ 3.0 or

above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

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AGENDA ITEM _____

MEETING DATE 11/16/2021

MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS

FROM: Moore County Airport Authority

DATE: 11/16/21

SUBJECT: Project Earhart (Renovation of Existing Building [Airport EMS Building])

REQUEST:

1. Approve Project Budget Ordinance & Resolution for Project #36244.57.14.2 Project Earhart (Renovation of Existing Building [Airport EMS Building])

BACKGROUND:

Project Earhart (Renovation of Existing Building [Airport EMS Building]) Project #36244.57.14.2 has a proposed budget of \$60,000 (\$60,000 State and \$0 Local). This project will be funded with the State Economic Development Funds.

IMPLEMENTATION PLAN:

County Finance Staff will set up the appropriate budget accounts for the project.

FINANCIAL IMPACT:

There is no financial impact to the County, or to the Airport. There is no local match required for these grant funds.

RECOMMENDATION SUMMARY:

- Approve Project Budget Ordinance & Resolution for Project #36244.57.14.2 Project Earhart (Renovation of Existing Building [Airport EMS Building])

SUPPORTING ATTACHMENTS:

- Project Budget Ordinance for Project Earhart (Renovation of Existing Building [Airport EMS Building])
- Project Resolution for Project Earhart (Renovation of Existing Building [Airport EMS Building])

PROJECT BUDGET ORDINANCE
PROJECT EARHART (RENOVATION OF EXISTING BUILDING
[AIRPORT EMS BUILDING])
PROJECT #36244.57.14.2

BE IT ORDAINED, by the Moore County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant ordinance is hereby adopted:

Section 1: The project authorized is Project Earhart (Renovation of Existing Building [Airport EMS Building]) Project #36244.57.14.2. This project will utilize State Economic Development Funds grant of \$60,000. The total amount of the project will be \$60,000 (\$60,000 state; \$0 local).

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Transportation-Division of Aviation and the Federal Aviation Administration, and the budget contained herein.

Section 3: The following revenues are anticipated to be available to complete the Project Earhart (Renovation of Existing Building [Airport EMS Building]) Project:

Funding Source	Current
State Economic Development Funds	\$ 60,000
Total	\$ 60,000

Section 4: The following amount is an estimate of appropriation for the Project Earhart (Renovation of Existing Building [Airport EMS Building]) Project:

	Current
Total	\$ 60,000

Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient, specific and detailed accounting records to satisfy the requirements of the funding agencies, North Carolina General Statutes and federal regulations, and any other applicable laws.

Section 6: The Finance Officer is directed to report the financial status of the project as requested by the Board.

Section 7: This Project Ordinance shall be entered in the minutes of the Moore County Board of Commissioners meeting after adoption of this Ordinance and copies shall be filed with the Finance Officer.

First adopted on the _____ day of November 2021.

Frank Quis, Chairman

Moore County Board of Commissioners

Laura M. Williams

Clerk to the Board

RESOLUTION AUTHORIZING THE
ACCEPTANCE OF FUNDS FOR
PROJECT EARHART (RENOVATION OF EXISTING BUILDING
[AIRPORT EMS BUILDING])
PROJECT #36244.57.14.2

WHEREAS, the Moore County Airport Authority is eligible for State funds under the State Economic Development Funds Program in the amount of \$60,000 in state funds requiring no local match for Project Earhart (Renovation of Existing Building [Airport EMS Building]); and

WHEREAS, the North Carolina Department of Transportation-Division of Aviation has notified the Moore County Airport Authority that state funds are awarded for Project Earhart (Renovation of Existing Building [Airport EMS Building]) in the amount of \$60,000 State and requiring no local match; and

WHEREAS, such allocation of funds will be approved in consideration of no local match being required, which was approved by the Moore County Airport Authority at their November 10, 2021 meeting; and total cost of the project will be \$60,000 (\$60,000 state; \$0 local);

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED THAT the Airport Authority Chairman, Representative of the Moore County Airport Authority, is hereby authorized and empowered to enter into a Grant Agreement and all associated documents and amendments for the following amounts, which will consist of the following work elements: for Project Earhart (Renovation of Existing Building [Airport EMS Building]) in the amount of \$60,000.

FURTHER, the County's Finance Officer is authorized to request payment under said Federal and/or State Grant, using the State's Partner on-line program. The Chief Finance Officer is also authorized to approve electronically the AV-502 Quarterly Project Status Reports; and

FURTHER, the Moore County Airport Authority is authorized to administer the Grant and any associated State Grant Agreements in accordance with guidelines set out in the said grant agreements and to enter into any associated contracts and agreements as it relates to the project.

Adopted this the _____ day of November 2021.

Frank Quis, Chairman
Moore County Board of Commissioners

Laura M. Williams, Clerk to the Board

AGENDA ITEM _____

MEETING DATE 11/16/2021

MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS

FROM: Moore County Airport Authority

DATE: 11/16/21

SUBJECT: Construct Hangar Taxiways & Internal Airfield Service Road

REQUEST:

1. Approve Project Budget Ordinance & Final Resolution for Project #47208.3.1

Construct Hangar Taxiways & Internal Airfield Service Road

BACKGROUND:

The Construct Hangar Taxiways & Internal Airfield Service Road Project #47208.3.1 has a proposed additional budget of \$250,000 (\$250,000 State and \$0 Local). This project will be funded with the Aviation State Aid Grant #DOT-8.

IMPLEMENTATION PLAN:

County Finance Staff will set up the appropriate budget accounts for the project.

FINANCIAL IMPACT:

There is no financial impact to the County, or to the Airport. There is no local match required for these grant funds.

RECOMMENDATION SUMMARY:

- Approve Project Budget Ordinance Resolution for Project #47208.3.1 Construct Hangar Taxiways & Internal Airfield Service Road

SUPPORTING ATTACHMENTS:

- Project Budget Ordinance for Construct Hangar Taxiways & Internal Airfield Service Road
- Project Resolution for Construct Hangar Taxiways & Internal Airfield Service Road

PROJECT BUDGET ORDINANCE
CONSTRUCT HANGAR TAXIWAYS & INTERNAL AIRFIELD SERVICE ROAD
PROJECT # 47208.3.1

BE IT ORDAINED, by the Moore County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant ordinance is hereby adopted:

Section 1: The project authorized is the Construction of Hangar Taxiways and Internal Airfield Service Road Project # 47208.3.1. This project will utilize State funds from the State Aid to Airports grant of \$250,000. The total amount of the project will be \$250,000 (\$250,000 state; \$0 local).

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Transportation-Division of Aviation and the Federal Aviation Administration, and the budget contained herein.

Section 3: The following revenues are anticipated to be available to complete the Construction of Hangar Taxiways and Internal Airfield Service Road Project:

Funding Source	Current
State Aid to Airports	\$ 250,000
Total	\$ 250,000

Section 4: The following amount is an estimate of appropriation for the Construction of Hangar Taxiways and Internal Airfield Service Road Project:

	Current
Total	\$ 250,000

Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient, specific and detailed accounting records to satisfy the requirements of the funding agencies, North Carolina General Statutes and federal regulations, and any other applicable laws.

Section 6: The Finance Officer is directed to report the financial status of the project as requested by the Board.

Section 7: This Project Ordinance shall be entered in the minutes of the Moore County Board of Commissioners meeting after adoption of this Ordinance and copies shall be filed with the Finance Officer.

First adopted on the _____ day of November 2021.

Frank Quis, Chairman

Moore County Board of Commissioners

Laura M. Williams

Clerk to the Board

RESOLUTION AUTHORIZING THE
ACCEPTANCE OF FUNDS FOR
CONSTRUCT HANGAR TAXIWAYS & INTERNAL AIRFIELD SERVICE ROAD
PROJECT # 47208.3.1

WHEREAS, the Moore County Airport Authority is eligible for State funds under the State Aid to Airports Block Grant Program in the amount of \$250,000 in state funds requiring no local match for construction of hangar taxiways and internal airfield service road; and

WHEREAS, the North Carolina Department of Transportation-Division of Aviation has notified the Moore County Airport Authority that state funds are awarded for construction of hangar taxiways and internal airfield service road in the amount of \$250,000 State and requiring no local match; and

WHEREAS, such allocation of funds will be approved in consideration of no local match being required, which was approved by the Moore County Airport Authority at their November 10, 2021 meeting; and total cost of the project will be \$250,000 (\$250,000 state; \$0 local);

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED THAT the Airport Authority Chairman, Representative of the Moore County Airport Authority, is hereby authorized and empowered to enter into a Grant Agreement and all associated documents and amendments for the following amounts, which will consist of the following work elements: Construction of Hangar Taxiways and Internal Airfield Service Road in the amount of \$250,000.

FURTHER, the County's Finance Officer is authorized to request payment under said Federal and/or State Grant, using the State's Partner on-line program. The Chief Finance Officer is also authorized to approve electronically the AV-502 Quarterly Project Status Reports; and

FURTHER, the Moore County Airport Authority is authorized to administer the Grant and any associated State Grant Agreements in accordance with guidelines set out in the said grant agreements and to enter into any associated contracts and agreements as it relates to the project.

Adopted this the _____ day of November 2021.

Frank Quis, Chairman

Moore County Board of Commissioners

Laura M. Williams, Clerk to the Board

AGENDA ITEM ____

MEETING DATE 11/16/2021

MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS

FROM: Moore County Airport Authority

DATE: 11/16/2021

SUBJECT: Professional Services and Relocation Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, and Grant Administration Paperwork

REQUEST:

1. Approve Project Budget Ordinance & Resolution for WBS #36237.67.11.1, Revision #1 Professional Services and Relocation Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Drive.

BACKGROUND:

The Professional Services and Relocation Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, WBS #36237.67.11.1, has an amended proposed budget of \$59,600 (\$53,640 Federal and \$5,960 Local). This project will utilize 2018 Federal NPE funds in the amount of \$53,640.

IMPLEMENTATION PLAN:

County Finance Staff will set up the appropriate budget accounts for the project.

FINANCIAL IMPACT:

There is no financial impact to the County. The Airport has certified the 10% match for the state funds. The cost of this project for the Airport will be \$5,960 for the local match.

RECOMMENDATION SUMMARY:

1. Approve Project Budget Ordinance & Resolution for WBS #36237.67.11.1, Revision #1 Professional Services and Relocation Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Drive.

SUPPORTING ATTACHMENTS:

- Project Budget Ordinance 36237.67.11.1, Revision #1
- Resolution 36237.67.11.1, Revision #1
- Certification of Local Funds

PROJECT BUDGET ORDINANCE
Runway 5 RPZ Land Acquisition, 8036 Aviation Drive
Professional Services
WBS# 36237.67.11.1 (2018 NPE Funds)
Revision #1

BE IT ORDAINED, by the Moore County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant ordinance is hereby adopted:

Section 1: The project authorized is for the Professional and Relocation Services of Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, WBS# 36237.67.11.1. This project will utilize a portion of 2018 Non-Primary Entitlement (NPE) Funds as described in the work statement contained in the grant forms between this unit and the North Carolina Department of Transportation – Division of Aviation. The proposed total amount of the project will be \$59,600 [\$53,640/Federal; \$5,960/Local].

The allocated project budget will increase by \$15,280 for a new total of \$59,600, the NPE Funds amount increasing by \$13,752 for a new total of \$53,640, and the local Match obligation increasing by \$1,528, for a new total of \$5,960. This increase is for the addition of Relocation Services for the current landowner.

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Transportation-Division of Aviation. the Federal Aviation Administration, and the budget contained herein.

Section 3: The following revenues are anticipated to be available to complete the Professional Services of Runway 5 RPZ Land Acquisition:

Funding Source	Current	Increase	Revised Amounts
Federal NPE Funds 2018	\$ 39,888	\$13,752	\$53,640
Local	\$ _4,432	\$ 1,528	\$ 5,960
Total	\$ 44,320	\$15,280	\$59,600

Section 4: The following amount is an estimate of appropriation for Professional Services of Runway 5 RPZ Land Acquisition at the Moore County Airport, 8036 Aviation Dr:

	Current	Increase	Revised Amount
Total	\$44,320	\$15,280	\$59,600

Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient, specific, and detailed accounting records to satisfy the requirements of the funding agencies, North Carolina General Statutes and federal regulations, and any other applicable laws.

Section 6: The Finance Officer is directed to report the financial status of the project as requested by the Board.

Section 7: This Project Ordinance shall be entered in the minutes of the Moore County Board of Commissioners meeting after adoption of this Ordinance and copies shall be filed with the Finance Officer.

First adopted on the ____ day of November 2021.

Frank Quis, Chairman

Moore County Board of Commissioners

Laura M. Williams

Clerk to the Board

RESOLUTION AUTHORIZING THE
ACCEPTANCE OF FUNDS FOR
RUNWAY 5 RPZ LAND ACQUISITION, 8036 AVIATION DRIVE
PROFESSIONAL SERVICES AND RELOCATION SERVICES
WBS # 36237.67.11.1 REVISION #1

WHEREAS, the Moore County Airport Authority is eligible for Federal NPE funds in the amended proposed amount of \$59,600 (NPE 2018 \$53,640/Federal), requiring a local match of \$5,960 for the Professional Services and Relocation Services of Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, WBS #: 36237.67.11.1; and

WHEREAS, the North Carolina Department of Transportation-Division of Aviation has notified the Moore County Airport Authority that Federal funds have been awarded for Professional Services of Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, in the proposed amount of \$39,888 Federal and requiring a 10% local match of \$4,432; and

WHEREAS, the Moore County Airport Authority will request an amendment to the original grant amount of \$15,280 (NPE 2018 \$13,752 Federal; \$1,528 Local) to cover the additional cost of Relocation Services to the landowner; and

WHEREAS, such allocation of funds will be approved in consideration of local funding available for the portion of Moore County Airport's local share of \$5,960, which was appropriated by the Moore County Airport Authority at their November 10, 2021 meeting for the 10% local match. The proposed total cost of the project will be \$59,600 (\$53,640 Federal; \$5,960 Local).

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED THAT the Airport Authority Chairman, Representative of the Moore County Airport Authority, is hereby authorized and empowered to enter into a Grant Agreement and all associated documents and amendments for the following amounts, which will consist of the following work elements: Professional Services of Runway 5 RPZ Land Acquisition, 8036 Aviation Drive in the proposed amount of \$59,600.

FURTHER, the County's Finance Director is authorized to request payment under said Federal and/or State Grant, using the State's Partner on-line program. The Finance Director is also authorized to approve electronically the AV-502 Quarterly Project Status Reports; and

FURTHER, the Moore County Airport Authority is authorized to administer the Grant and any associated State Grant Agreements in accordance with guidelines set out in the said grant agreements and to enter into any associated contracts and agreements as it relates to the project.

First adopted on May 4, 2021, with Revision No. 1 adopted on this the _____ day of November 2021.

Frank Quis, Chairman

Moore County Board of Commissioners

Laura M. Williams, Clerk to the Board

Agenda Item:

Meeting Date: November 16, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Misty Leland, County Attorney

DATE: November 10, 2021

SUBJECT: Two Opioid Settlements:

National Opioid Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation & Johnson & Johnson, Janssen Pharmaceutical, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. Settlement

REQUEST:

Approve the National Opioid Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation & the settlement with Johnson & Johnson, Janssen Pharmaceutical, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. and authorize the Chair to sign the agreements.

BACKGROUND:

On May 18, 2021, the Board of Commissioner approved a Resolution and Memorandum of Agreement between the State of NC and local governments on proceeds relating to the settlement of opioid litigation. The Resolution authorized the County Manager or County Attorney to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. The National Opioid Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation & the Settlement with Johnson & Johnson, Janssen Pharmaceutical, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. arrived via DocuSign for the Board Chair to sign. The recommendation is to authorize the Board Chair to sign these agreements/settlement participation forms.

IMPLEMENTATION PLAN:

Sign the agreements/forms.

FINANCIAL IMPACT STATEMENT:

Moore County anticipates receiving approximately \$7 Million over a multi-year settlement.

RECOMMENDATION SUMMARY:

1. Approve the National Opioid Settlement and Settlement Participation Form with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and authorize the Chair to sign.
2. Approve the Settlement and Settlement Participation Form with Johnson & Johnson, Janssen Pharmaceutical, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica,

Inc. and authorize the Chair to sign.

3. Authorize the Chair to sign any future opioid settlements and related documents as received.

SUPPORTING ATTACHMENTS:

National Opioid Settlement Participation Form with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation

Settlement Participation Form with Johnson & Johnson, Janssen Pharmaceutical, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.

Resolution Approving the Memorandum of Agreement between the State of NC and Local Governments on proceeds relating to the settlement of opioid litigation – approved and signed 5/18/21.

Memorandum of Agreement between the State of NC and Local Governments on proceeds relating to the settlement of opioid litigation – approved and signed 5/18/21.

1

Settlement Participation Form

Governmental Entity: MOORE COUNTY State: NC

Authorized Signatory: /officialname/

Address 1: /address1/

Address 2: /address2/

City, State, Zip: /cit/ /state/ /zi/

Phone: /Phone/

Email: /email/

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1.The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2.The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3.The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4.By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5.The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6.The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.

7.The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

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8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

3

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:/signer_1/

Name:/name_1/

Title:/title_1/

Date:/date_1/

DocuSign Envelope ID: 8502D482-12F8-4875-BE3F-3427569E33C9

1

Settlement Participation Form

Governmental Entity: MOORE COUNTY State: NC

Authorized Signatory: /officialname/

Address 1: /address1/

Address 2: /address2/

City, State, Zip: /cit/ /state/ /zi/

Phone: /Phone/

Email: /email/

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1.The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2.The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3.The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4.By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5.The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6.The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7.The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

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8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

3

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:/signer_1/

Name:/name_1/

Title:/title_1/

Date:/date_1/

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Agenda Item: Meeting Date: 11/16/2021 MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 11/09/2021 SUBJECT: Digital Inclusion Month Proclamation
PRESENTER: Chris Butts, Information Technology Director
REQUEST:

Proclaim December 2021 as Digital Inclusion Month.

BACKGROUND:

The recently established Digital Inclusion Task Force encourages all residents of Moore County to complete the North Carolina Broadband Survey to gather information on locations without adequate internet access and speeds. A proclamation is proposed to help spread the word about this survey.

RECOMMENDATION SUMMARY:

Make a motion to adopt the proclamation declaring December 2021 as Digital Inclusion Month in Moore County.

ATTACHMENTS:

Proclamation

P R O C L A M A T I O N

DIGITAL INCLUSION MONTH

MOORE COUNTY, NORTH CAROLINA

WHEREAS, access to adequate and affordable internet represents critical infrastructure for Moore County residents and businesses; and

WHEREAS, the Moore County Board of Commissioners has established the Moore County Digital Inclusion Task Force to determine where broadband infrastructure is needed to benefit the greatest population; communicate and market options for affordable internet service opportunities; and determine how to increase digital literacy in the county; and

WHEREAS, the Moore County Digital Inclusion Task Force urges all residents of Moore County to complete the North Carolina Broadband Survey to gather information on locations without adequate internet access and speeds; and

WHEREAS, information gathered using the survey will be used to provide context to the state's broadband picture, guide funding opportunities through North Carolina's Growing Rural Economies with Access to Technology (GREAT) grant program, inform research and policy recommendations, and support strategic targeting of additional funding channels; and

WHEREAS, the North Carolina Broadband Survey can be completed online at <https://ncbroadband.gov/survey> or by phone at 919-750-0553. NOW THEREFORE, the Moore County Board of Commissioners declares December 2021 as Digital Inclusion Month in Moore County and urges all the people of Moore County to complete the five-minute NC Broadband Survey to help facilitate expansion of broadband throughout Moore County.

This 16th day of November 2021.

Frank Quis, Chairman

ATTEST:

Laura M. Williams, Clerk to the Board

Agenda Item: Meeting Date: 11/16/21 MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: David Lambert, Solid Waste Director

DATE: October 21, 2021

SUBJECT: Resolution Authorizing a land swap for with Hope Wilson

REQUEST:

Adopt a resolution accepting a land swap arrangement whereby County of Moore receives a portion of PAR ID 00057409 from Hope Wilson. In exchange, Hope Wilson will receive a portion of PAR ID 00053332 from Moore County.

BACKGROUND:

Moore County and Hope Wilson have agreed to a land swap exchange whereby Moore County will receive a portion of property that will provide Moore County more valuable buffering to neighboring properties. This arrangement allows us to obtain this buffering without having to purchase additional land and allows us to dispose of land that has little operational value to the landfill.

While most land transactions involving public land require an upset bid process, N.C.G.S § 160A-271 authorizes a land swap arrangement when full and fair consideration is exchanged. In this case, both Moore County and Hope Wilson will be exchanging 33.02 Acres and both properties have a tax value of approximately \$116,000.

IMPLEMENTATION PLAN:

Parties will execute deeds and close on the transaction.

FINANCIAL IMPACT STATEMENT:

This eliminates the need to buy additional buffering, should that be required.

RECOMMENDATION SUMMARY:

Make a motion to adopt the attached resolution authorizing the land swap arrangement whereby County of Moore receives a portion of PAR ID 00057409 from Hope Wilson Hope Wilson will receive a portion of PAR ID 00053332 from Moore County and authorize the Chairman to sign all necessary documents.

SUPPORTING ATTACHMENTS:

1. Resolution _____
2. Map of Property

RESOLUTION AUTHORIZING THE EXCHANGE OF PROPERTY BETWEEN
THE COUNTY OF MOORE AND HOPE WILSON

WHEREAS, the County of Moore owns a 33.02 acre tract of land, known as "Parcel 2" (See Exhibit A attached), situated in the Sandhills Township, Aberdeen, Moore County, North Carolina, valued at \$117,037.74 and

WHEREAS, Hope Wilson owns a 33.02 acre tract of land, known as "Parcel 3" (See Exhibit B attached hereto), situated in Sandhills Township, Aberdeen, Moore County, North Carolina, and is willing to exchange 33.02 acres of her tract, valued at approximately \$115,570.00; and

WHEREAS, the exchange would extend the contiguous area of the Moore County Landfill; and

WHEREAS, the tract to be acquired by Hope Wilson would be contiguous with real property presently owned by Hope Wilson; and

WHEREAS, the County of Moore and Hope Wilson wish to make an even exchange of the two described properties; and

WHEREAS, North Carolina General Statutes § 160A-271 authorizes the County to make such an exchange if authorized by the Board of Commissioners by a resolution adopted at a regular meeting of the Board upon at least 10 days' public notice; and

WHEREAS, the County has given the required public notice, and the Board is convened in a regular meeting.

NOW, THEREFORE, the Moore County Board of Commissioners approves the exchange of properties described above and authorizes the Chairman to execute the appropriate documents necessary to carry out the exchange.

Adopted _____, 2021.

Frank Quis, Chairman
Moore County Board of Commissioners

Attest:

Laura M. Williams
Clerk to the Board

Agenda Item: Meeting Date: 11/16/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 11/08/2021 SUBJECT: Appointments / Juvenile Crime Prevention Council
REQUEST:

Reappoint three members to the Juvenile Crime Prevention Council (JCPC).

BACKGROUND:

The current terms of service for members Jason Blackburn, Renee Brooks, and Buddy Howell expire this month.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Jason Blackburn, Renee Brooks, and Buddy Howell to the JCPC for two-year terms expiring November 30, 2023.