



County of Dare

P.O. Box 1000 | Manteo, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

Monday, March 18, 2019

“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”

AGENDA

5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE

ITEM 1 Opening Remarks - Chairman's Update

ITEM 2 Public Comments

ITEM 3 Trillium Health Resources - Annual Report

ITEM 4 Award of FY2018-2019 Equipment Financing

ITEM 5 Recovery Court - Memorandum of Agreement

ITEM 6 **Public Hearings – 5:30 p.m.**

1. Public Hearing - Chapter 152 Planning and Development
2. Public Hearing - 2018 S-11 Supplement to Dare County Code of Ordinances

ITEM 7 Consent Agenda

1. Approval of Minutes, (03.04.19 & Retreat on 03.06.19)
2. DHHS Budget Amendment - Additional Low Income Energy Assistance Program Funding
3. Health & Human Services - Contract with Advanced Network Solutions for Email Encryption
4. Public Health Division - Contract with Pharmacy Solutions for Hospice
5. Town of Nags Head Request - Delegate Approval of Pyrotechnics Permits
6. Roanoke Island Volunteer Fire Department Contract and Agreement
7. Records Retention & Disposition Schedule Update
8. Contract For Prescribed Fuel Reduction Burn
9. Tax Collector's Report

ITEM 8 Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON APRIL 1, 2019



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard



Public Comments

Description

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

Comments can be made at the Commissioners Meeting Room in Manteo or through an interactive video link at the Fessenden Center Annex in Buxton.

Commissioners Meeting Room - Administration Building, 954 Marshall Collins Drive, Manteo
Video Link - Fessenden Center Annex, 47017 Buxton Back Road, Buxton

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Trillium Health Resources - Annual Report

Description

Trillium Health Resources is a LME/MCO (Local Management Entity/Managed Care Organization) that provides mental health, intellectual and developmental disability and substance use services to twenty-six counties in eastern North Carolina including Dare County.

A report will be given to the Board of Commissioners on the services that Trillium Health Resources provides to the people of Dare County.

Board Action Requested

None - Informational Presentation

Item Presenter

Dave Peterson, Trillium Health Resources, Central Regional Director

TRILLIUM HEALTH RESOURCES ANNUAL REPORT DARE COUNTY

*DAVE PETERSON, MA
REGIONAL DIRECTOR*

Transforming Lives



TRILLIUM UPDATE

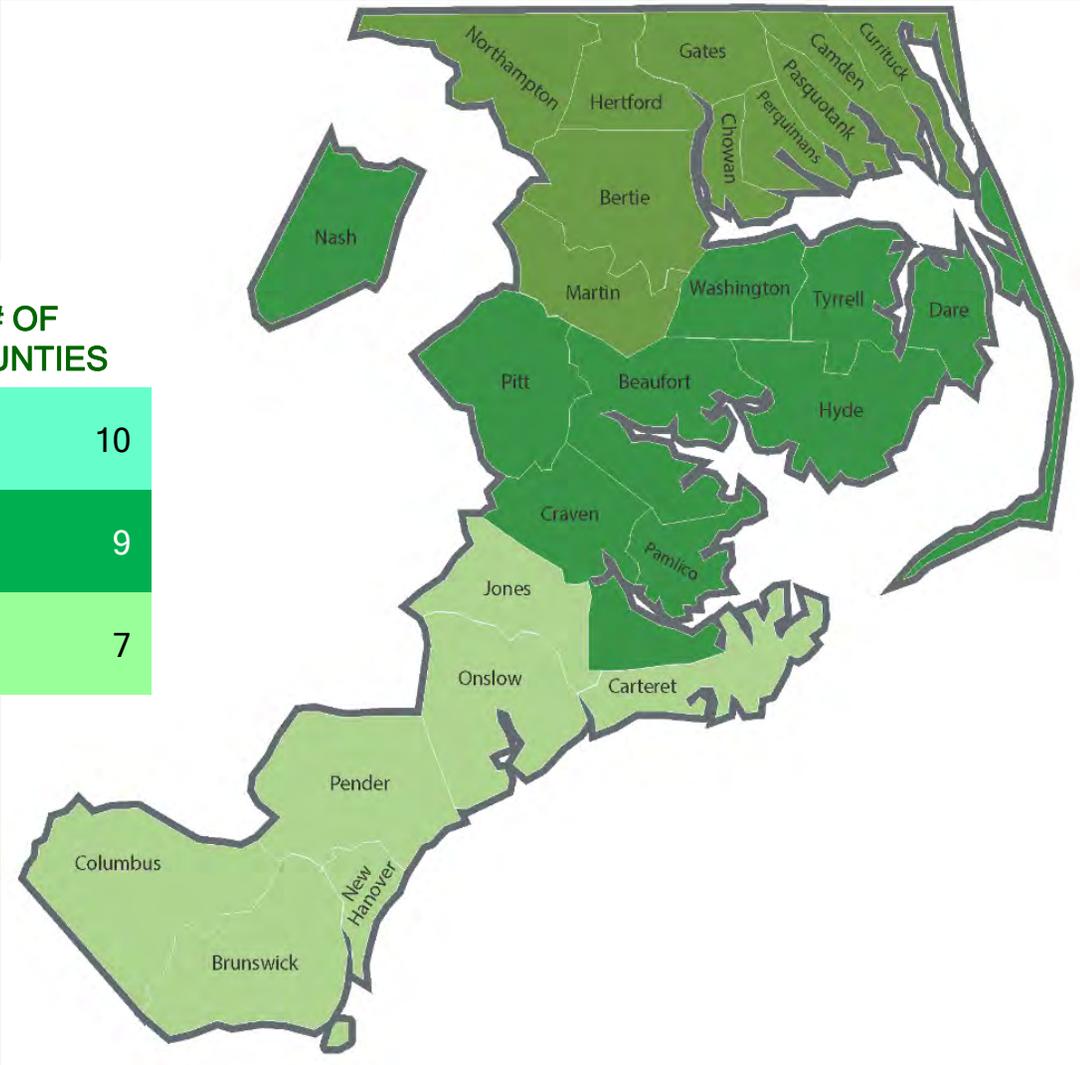
Trillium's mission: Transforming lives of people in need by providing ready access to quality care.

- Coverage change
- Legislation changes
- Funding changes
- Organizational changes
- County Data

Who We Are - Numbers

- 26 Counties
- 1,410,000 total population
- 205,000 Medicaid Eligible
- Served almost 54,000
- 500 Providers
- \$355,201,859.00 spent on services last year
- Smallest County- Tyrrell 3,800- Largest County - New Hanover 225,000
- 12,000 square miles

REGION	POPULATION	SQUARE MILES	# OF COUNTIES
Northern	203,449	3,511.3	10
Central	494,374	4,717.2	9
Southern	715,460	4,176	7



Coverage Change

- July 1st 2018 we added Columbus County
- Giving them more options of providers
- We are opening an office in Columbus County
- Some of our largest providers are opening offices there i.e. PORT Health Services and Integrated Family Services
- We've done several RFP's specific to Columbus County to build their network

Legislative Changes

- Standard Plan
- Tailored Plan
- Must be budget neutral
- Puts Behavioral Health services for mild to moderate needs into Standard Plans
- Innovations Waiver and Severe MH and SU will be covered by Tailored Plan

Timeline

- **February 2019-** NC awarded contracts to the selected private insurance companies and/or Provider Led Entities
- **July 2019-** Must have all call centers operational and all relevant staff located in North Carolina.
- **July-September 2019-** Managed care will start in two phases. For regions of the state in Phase 1, this will be the window in which beneficiaries select a PHP.
- **November 2019-** The Medicaid managed care program will launch in regions in Phase 1.
- **February 2020-** State launches RFP for Tailored Plan to MCO's
- **May 2020-** State awards Tailored Plan
- **February 2021-** Readiness Review on MCO's for Tailored Plan
- **July 2021-**MCO's Implement Tailored Plan

Funding Changes

- Since Standard Plans will be run by insurance companies, they will be managing a part of the Medicaid dollars
- Tailored Plans which cover the higher risk individuals, our PMPM will be higher, but total number served under us will be lower
- Developing a whole person care model to cover costs of the physical issues along with the behavioral health issues
- The 1115 Waiver is required to be cost neutral

Organizational Changes

- Understanding Social Determinants of Health (SDoH)
- Staff to oversee the individual/community needs around the SDoH
- Working with DSS's and Health Departments
- Hiring Psychiatrist to help with Utilization Management

Update on Opioid Funding

- State Fiscal Year- 2018 July1, 2017- June 30th, 2018 - CURES Funding, Trillium spent \$3,079,682
- Total people served- 1880
- Many counties have developed Opioid Coalitions and applying for grants

Hurricane Update

Numerous Internal and External tasks

- \$30,000 in a web donation page for food, clothing, hygiene, etc..
- 4000 Care Packages to shelters
- 1500 Comfort Kits for children
- Stocked 200 Pantries for our TCLI members
- 1000 Backpacks from Cardinal Innovations
- Hope4NC-FEMA grant to connect folks to resources
- Impact on our communities-
 - 2-4% increase in services for adults needing MH services
 - 50-60% Increase in Services for children under 13
 - 35-45% increase in services for kids 13-18

Consumers served in Dare County

Total Consumers served - 1,172

- Mental Health - 842
- Substance Use - 324
- I/DD - 127

Total is unduplicated, since a single individual may receive services in more than one category

QUESTIONS?

Transforming Lives





Award of FY2018-2019 Equipment Financing

Description

On February 22, 2019, Finance received proposals for financing in the amount of \$2,057,425 with a three year term for acquisition of County vehicles and equipment as approved in the fiscal year 2018-2019 operating budget. Responses were received from seven financial institutions. The lowest total cost proposal was submitted by Banc of America Public Capital Corp (BAPCC) at a rate of 2.521%. The bid tabulation and draft financing documents are attached.

Board Action Requested

Adopt the attached Resolution to award the three year financing to BAPCC at a rate of 2.521% and authorize the County Manager and staff to execute all necessary documents.

Item Presenter

David Clawson

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF \$2,057,425 WITH BANC OF AMERICA PUBLIC CAPITAL CORP TO FINANCE THE ACQUISITION OF CERTAIN EQUIPMENT FOR USE BY THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

BE IT RESOLVED by the governing body for the County of Dare, North Carolina (the “County”):

Section 1. The governing body of the County does hereby find and determine:

(a) The County proposes the acquisition of certain equipment, which may include fixtures as more fully described in the hereinafter mentioned Contract (collectively, the “Equipment”);

(b) After consideration, the governing body of the County has determined that the most advantageous manner of financing thereof is by an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended;

(c) Pursuant to Section 160A-20, the County is authorized to finance the acquisition of personal property, including fixtures, by installment contracts that create a security interest in the property financed to secure repayment of the financing; and

(d) Banc of America Public Capital Corp (“BAPCC”) has proposed to enter into an Installment Financing Contract with the County to finance the Equipment pursuant to which BAPCC will lend the County the amount of \$2,057,425 (the “Contract”).

Section 2. The governing body of the County hereby authorizes and directs the County Manager and Finance Director to execute, acknowledge and deliver the Contract on behalf of the County in such form and substance as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County to the Contract and attest the same.

Section 3. The proper officers of the County are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Contract.

Section 4. Notwithstanding any provision of the Contract, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Contract and the taxing power of the County is not and may not be pledged directly or indirectly

to secure any moneys due under the Contract, the security provided under the Contract being the sole security for BAPCC in such instance.

Section 5. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") as required so that interest on the County's obligations under the Contract will not be included in the gross income of BAPCC.

Section 6. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 18th day of March, 2019.

Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

Clerk to the Board

County of Dare, NC
RFP Dated February 11, 2019
\$2,057,425
3 year term

	Rate	1/4ly Pymt	Fees	Total Cost of Loan	Prepayment Premium
Banc of America Public Capital Corp	2.521%	\$ 178,556.73	\$ -	\$ 2,142,680.76	0% after 1/2 term
Capital One Public Funding	2.690%	not provided	\$ -		2%
Key Government Finance	2.675%	\$ 178,995.95	\$ -	\$ 2,147,951.40	1% year one, .5% year two, 0% year three
PNC Equipment Finance	2.780%	\$ 179,295.77	\$ 250.00	\$ 2,151,799.24	3%
SunTrust Equipment Finance & Leasing	2.852%	\$ 179,501.52	\$ 500.00	\$ 2,154,518.24	3% year one, 2% year two, 1% year three
The Bancorp Bank	3.150%	\$ 179,223.26	\$ -	\$ 2,150,679.12	0%
US Bancorp Government Leasing and Finance	2.613%	\$ 178,819.05	\$ -	\$ 2,145,828.60	3%

EQUIPMENT INSTALLMENT FINANCING AGREEMENT

This Equipment Installment Financing Agreement (the “Agreement”) dated as of March [], 2019, and entered into between Banc of America Public Capital Corp, a Kansas corporation (“Lender”), and the County of Dare, North Carolina, a political subdivision and body corporate and politic existing under the laws of the State of North Carolina (“Purchaser”).

WITNESSETH:

WHEREAS, Purchaser is a duly and validly created, organized and existing governmental entity under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, Purchaser has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the purchase of personal property, including property to be affixed or attached to real estate as fixtures; and

WHEREAS, Purchaser has requested Lender to advance certain funds to enable Purchaser to finance the purchase and installation of certain Equipment (as hereinafter defined) described herein (or to reimburse Purchaser for the costs of such purchase) and Purchaser desires to obtain such advance from Lender; and

WHEREAS, Purchaser is authorized under the Constitution and laws of the State to enter into this Agreement hereto for the purposes set forth herein; and

WHEREAS, the governing body of Purchaser has authorized the execution and delivery of this Agreement pursuant to a resolution adopted by the governing board of the Purchaser on [March 18, 2019]; and

WHEREAS, the obligation of Purchaser to make Installment Payments (as hereinafter defined) and other payments required under this Agreement shall constitute a limited obligation payable solely from currently budgeted appropriations of Purchaser and shall not constitute a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, in order to further secure the obligations of Purchaser hereunder, Purchaser desires to grant a security interest in the Equipment for the benefit of the Lender; and

WHEREAS, no deficiency judgment may be rendered against Purchaser in any action for breach of a contractual obligation under this Agreement, and the taxing power of Purchaser is not and may not be pledged in any way, directly or indirectly or contingently to secure any moneys due under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acquisition Amount” means \$2,057,425.

“Acquisition Period” means the period stated in the Schedule during which the Proceeds attributable to this Agreement may be expended on Equipment Costs, as such period may be extended with the consent of the Lender.

“Agreement” means this Equipment Installment Financing Agreement, including the Schedule and the other exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 12.05.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” means [March __, 2019], the date on which the Acquisition Amount is deposited into the Project Account designated by the Purchaser as set forth in Section 3.01.

“Contract Rate” means the rate identified as such in the Schedule.

“Equipment” means the property listed in the Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment listed in the Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Purchaser, subject to the security interest granted to Lender in this Agreement, and otherwise incurred in connection with the financing of the Equipment as provided herein; provided that any such soft costs on a cumulative basis shall not exceed twenty percent (20%) of the total cost of the Equipment.

“Event of Default” means an Event of Default described in Section 11.01.

“Event of Non-appropriation” means the failure of Purchaser’s governing body to appropriate or otherwise make available funds to pay Installment Payments under this Agreement, or the amendment of a previously adopted budget to delete the funds to make such payments.

“Installment Payments” means the basic installment payments payable by Purchaser under this Agreement pursuant to Section 4.01, consisting of a principal component and an interest component.

“Installment Payment Date” means each date on which the Purchaser is required to make an Installment Payment under this Agreement, as specified in the Installment Payment Schedule.

“Installment Payment Schedule” means the Installment Payment Schedule attached hereto substantially in the form of Exhibit A-1 attached to this Agreement.

“Lender” means (a) the entity referred to as Lender in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lender in and to this Agreement (including Installment Payments thereunder) pursuant to Section 10.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lender to perform under this Agreement.

“Material Adverse Change” means (a) any change in Purchaser’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Purchaser, or (ii) Purchaser’s ability to perform its obligations under this Agreement or (b) a downgrade in Purchaser’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Service or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Purchaser’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Purchaser for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“Optional Prepayment Date” means the date described in Section 4.01(b).

“Prepayment Price” means, with respect to the Equipment listed on the Schedule, the amount that Purchaser may pay to Lender to prepay the outstanding Acquisition Amount as contemplated in Sections 4.01 and 8.01.

“Purchaser” means the entity referred to as Purchaser in the first paragraph of this Agreement.

“Schedule” means the Schedule of Property substantially in the form of Exhibit A hereto together with the Installment Payment Schedule attached thereto.

“State” means the State of North Carolina.

“Taxable Rate” means the rate identified as such in each Installment Payment Schedule.

“Term” means the period from the Commencement Date for this Agreement until the final Installment Payment is paid hereunder, as set forth in the Installment Payment Schedule, or until this Agreement is otherwise terminated.

“Vendor” means any manufacturer or supplier of the Equipment or any other person, as well as the agents or dealers of any manufacturer or supplier with whom Purchaser has arranged the acquisition and installation of the Equipment to be financed by Lender pursuant to this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF PURCHASER

Section 2.01. Representations and Covenants of Purchaser. Purchaser represents, covenants and warrants for the benefit of Lender on the date hereof as follows:

(a) Purchaser is a political subdivision duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Purchaser has duly authorized the execution and delivery of this Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation.

(e) Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Purchaser of the Equipment as provided herein.

(f) During the Term, the Equipment will be used by Purchaser only for the purpose of performing essential governmental or proprietary functions of Purchaser consistent with the permissible scope of Purchaser’s authority. Purchaser does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Installment Payment scheduled to be paid under this Agreement.

(g) Purchaser has kept, and throughout the Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lender (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within two hundred seventy (270) days of its fiscal year end, (ii) such other financial statements and information as Lender may reasonably request, and (iii) at Lender’s request, Purchaser’s annual budget for the following fiscal year when approved but not later than thirty (30) days after its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Purchaser’s auditor. Credit information relating to Purchaser may be disseminated among Lender and any of its affiliates and any of their respective successors and assigns.

(h) The Equipment described above is essential to the functions of Purchaser or to the services Purchaser provides its citizens; Purchaser has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule, which will be used by Purchaser only for the purpose of performing one or more of Purchaser's governmental or proprietary functions consistent with the permissible scope of its authority. Purchaser's need for the Equipment is not temporary and Purchaser does not expect the need for any item of the Equipment to diminish during the Term. Purchaser expects and anticipates adequate funds to be available for all future payments due hereunder after the current budgetary period.

(i) The payment of the Installment Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Purchaser) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Purchaser. Purchaser has not entered into any management or other service contract with respect to the use and operation of the Equipment; provided that, Purchaser may enter into a management or other service contract with respect to the use and operation of the Equipment so long as prior to entering such contract, the Purchaser provides evidence satisfactory to the Lender (which may include an opinion of nationally recognized bond counsel) that entering into such contract will not have an adverse effect on the tax-exempt status of the interest component of Installment Payments.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Purchaser's financial condition or impairs its ability to perform its obligations hereunder. Purchaser will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lender may reasonably request in order to protect Lender's security interest in the Equipment and Lender's rights and benefits under this Agreement.

(k) The Purchaser has not failed to appropriate funds to make payments under any lease, installment financing agreement, lease purchase agreement, payment agreement or contract for purchase to which Purchaser has been a party. No event has occurred which would constitute an event of default resulting in a failure to make payment when due on any debt (including general obligation indebtedness or installment financing), revenue bond or other obligation issued by Purchaser or with respect to which Purchaser was obligated to make payments during the past ten (10) years.

ARTICLE III PURCHASE OF EQUIPMENT

Section 3.01. Purchase of Equipment. Subject to the terms of this Agreement and the Schedule, Lender agrees to advance the Acquisition Amount to the Purchaser to be used to acquire the Equipment. Lender will advance the Acquisition Amount to the Purchaser by depositing such

funds into a segregated account (the “Project Account”) of the Purchaser held at the North Carolina Capital Management Trust. The Purchaser agrees to withdraw amounts from the Project Account only for application from time to time to the payment of Equipment Costs in accordance with the procedures set forth in Section 3.02.

Pending application of funds in the Project Account to pay Equipment Costs, the amounts in the Project Account are subject to a lien and charge in favor of the Lender to secure the Purchaser’s obligations to the Lender. The Purchaser grants to the Lender a security interest in the funds and investments on deposit to the credit of the Project Account from time to time. This Agreement is intended as a security agreement between the Purchaser and the Lender with respect to this security interest.

Section 3.02. Disbursement Process. Unless the Project Account is earlier terminated in accordance with the provisions hereof, the moneys held in the Project Account shall be used to pay Equipment Costs upon the prior written consent of the Lender to a written disbursement request prepared by an authorized representative of the Purchaser substantially in the form set forth in Exhibit E attached hereto, together with copies of invoices, title documentation, and such other documentation as the Lender may require. Once all of the Equipment to be purchased with the Acquisition Amount has been delivered to the Purchaser, the Purchaser shall deliver to the Lender an Acceptance Certificate substantially in the form of Exhibit D. All funds in the Project Account shall be expended by the end of the Acquisition Period. Any moneys remaining in the Project Account after the end of the Acquisition Period or following delivery of an Acceptance Certificate with respect to the Equipment, if sooner, may be applied to the next maturing principal component of the Installment Payments until such time as such moneys are expended. Upon the occurrence and continuance of an Event of Default under Section 11.01, the Lender may require any moneys then held in the Project Account to be applied to prepay the principal component of the Installment Payments.

Section 3.03. Conditions to Lender’s Performance.

(a) As a prerequisite to the performance by Lender of any of its obligations pursuant to this Agreement, Purchaser shall deliver to Lender the following:

(i) A fully executed Agreement, together with a completed Schedule, executed by Purchaser;

(ii) A Certificate executed by the Clerk or Secretary or other comparable officer of Purchaser, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lender;

(iii) A certified copy of a resolution, ordinance or other official action of Purchaser’s governing body authorizing the execution and delivery of this Agreement and performance by Purchaser of its obligations hereunder;

(iv) In the event that Purchaser is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Agreement then being entered into, evidence of the adoption of a reimbursement resolution or other official action

covering the reimbursement from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(v) An opinion of counsel to Purchaser in substantially the form attached hereto as Exhibit C respecting this Agreement and otherwise satisfactory to Lender;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lender, which Lender deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) A copy of a fully completed and executed Form 8038-G pursuant to Section 4.05(e);

(ix) Evidence of the filing of a UCC-1 Financing Statement with respect to the Equipment under the Uniform Commercial Code as in effect in the State;

(x) For all of the items of Equipment that are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Lender's interest thereon (provided that, with respect to any Equipment to be delivered after the Acquisition Amount has been delivered to Purchaser, Purchaser shall provide such certificates of title or application therefor as soon as practicable after delivery of such Equipment to Purchaser);

(xi) Copies of original invoices (and proofs of payment of such invoices, if Purchaser seeks reimbursement) and bills of sale, if available (if title to Equipment has passed to Purchaser), to the extent required by Section 5.01(b);

(xii) If applicable, wire instructions for payments to be made to Vendors and Form W 9 from each such Vendor; and

(xiii) Such other items, if any, as are reasonably required by Lender.

(b) In addition, the performance by Lender of any of its obligations hereunder, including its approval of any disbursement request from the Project Account, shall be subject to: (i) no Material Adverse Change shall have occurred since the date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under this Agreement, (iii) no Event of Non-appropriation under this Agreement shall be threatened and (iv) no other installment financing agreement of the Purchaser shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, Lender will pay the Acquisition Amount for Equipment described in the Schedule to the Purchaser for deposit in the Project Account, to be disbursed in accordance with Section 3.02.

ARTICLE IV
INSTALLMENT PAYMENTS

Section 4.01. Installment Payments; Prepayments.

(a) Subject to Section 4.04, Purchaser shall promptly pay Installment Payments, in lawful money of the United States of America, to Lender on the Installment Payment Dates in such amounts as provided in the Installment Payment Schedule. Purchaser shall pay Lender a charge on any Installment Payment not paid within five (5) days of the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Installment Payments consist of principal and interest components as more fully detailed on the Installment Payment Schedule.

(b) Purchaser shall have the option to prepay its obligations under this Agreement in whole on and after the date specified as the Optional Prepayment Date in the Schedule (the "Optional Prepayment Date"), on the Installment Payment Dates specified in such Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Installment Payments then due under such Schedule. After payment of all amounts owed with respect to this Agreement, the Purchaser will own the Equipment free and clear of any interest of Lender therein, and Lender's security interests in and to such Equipment will be terminated.

Section 4.02. Interest and Principal Components. A portion of each Installment Payment is paid as, and represents payment of, interest at the rate set forth in the Schedule, and the balance of each Installment Payment is paid as, and represents payment of, principal. The Installment Payment Schedule sets forth the principal and interest components of each Installment Payment payable under this Agreement during the Term.

Section 4.03. Appropriation. Purchaser intends, subject to Section 4.04, to pay the Installment Payments hereunder throughout the Term. The Purchaser affirms that sufficient funds are available for the current fiscal year, and the Purchaser reasonably believes that an amount sufficient to make all Installment Payments during the entire Term can be obtained from legally available funds of Purchaser. The finance officer, manager or other appropriate official of the Purchaser (hereinafter the "Manager") shall include in the initial proposal for each of Purchaser's annual budgets the amount of all Installment Payments due under this Agreement and other payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the Manager includes an appropriation for Installment Payments and other payments in a proposed budget, Purchaser may terminate all its obligations hereunder and under this Agreement by not appropriating sufficient funds to make the scheduled Installment Payments and other payments. In the event the governing body of Purchaser determines not to appropriate in its budget an amount sufficient to pay all Installment Payments and reasonably estimated other payments coming due in the applicable fiscal year, or amend its budget to delete such amount during a fiscal year, the governing body of Purchaser shall adopt a resolution specifically deleting such appropriation from the budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the governing body. A copy of such resolution shall be promptly sent to Lender. Such failure to appropriate shall constitute an Event of Default.

Section 4.04. Nonappropriation. (a) The Purchaser is obligated only to pay such Installment Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Purchaser's then current fiscal year. If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by Purchaser in its budget, the Manager shall deliver to the Lender, within ten (10) days after the adoption of Purchaser's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Manager of Purchaser stating that Purchaser did not make such appropriation, together with the resolution required under Section 4.03.

(b) No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Purchaser within the meaning of the Constitution of the State. This Agreement shall not directly or indirectly or contingently obligate Purchaser to make any payments beyond the amount appropriated, if any, in the sole discretion of Purchaser for any fiscal year in which this Agreement shall be in effect; provided, however, that any failure or refusal by the Purchaser to appropriate funds which results in the failure by the Purchaser to make any payment coming due hereunder will in no way obviate the occurrence of the Event of Default resulting from such nonpayment. No deficiency judgment may be rendered against the Purchaser in any action for breach of a contractual obligation under this Agreement and the taxing power of the Purchaser is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

Purchaser may at the end of any fiscal year terminate its future Installment Payment obligations under this Agreement if Purchaser has not appropriated sufficient funds to make the next fiscal year's scheduled Installment Payments; however, during each fiscal year, Purchaser shall exercise its best efforts to appropriate funds for Installment Payments due in the next fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of Purchaser's moneys other than amounts in the Project Account or the Equipment. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

(c) This Agreement constitutes an installment contract pursuant to Section 160A-20 and a security agreement under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

Section 4.05. Tax Covenants.

(a) Purchaser agrees that it will not take any action that would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) If required by Section 148(f) of the Code to pay rebate, Purchaser will rebate to the United States, not less frequently than once every five (5) years after the applicable

Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Installment Payments or the Prepayment Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Purchaser shall determine the Rebate Amount, if any, at least every year and upon payment of all Installment Payments or the Prepayment Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Installment Payments or the Prepayment Price.

(c) The Purchaser represents that the Equipment will not be used in such a manner so as to cause this Agreement to constitute “private activity bonds” as defined in Section 141(a) of the Code and Sections 1.141-0 through 1.141-16 of the Regulations.

(d) This Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code, and Purchaser shall not permit the federal government to guarantee any Installment Payments.

(e) The Purchaser shall provide a duly and properly completed Form 8038-G to Lender for filing with the IRS on or before the 15th day of the second month after the calendar quarter in which this Agreement is executed.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Purchaser will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in this Agreement.

For purposes of this Section, “Event of Taxability” means the circumstance of the interest component of any Installment Payment paid or payable pursuant to the Agreement becoming includible for federal income tax purposes in an owner’s gross income as a consequence of any act or failure to act on the part of the Purchaser. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lender or Purchaser of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to Purchaser’s action or failure to take any action; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to Purchaser’s action or failure to take any action; or (c) receipt by Lender or Purchaser of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lender and acceptable to Purchaser, to the effect that the interest component of any Installment Payment under a Agreement has become includable in the gross income of the owner thereof for federal income tax purposes due to Purchaser’s action or failure to take any action. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of

any Installment Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

ARTICLE V ACCEPTANCE OF EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Purchaser shall order the Equipment, cause the Equipment to be delivered, and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in the Schedule has been delivered and installed, Purchaser shall promptly accept such Equipment, and once all of the Equipment has been accepted, evidence such acceptance by executing and delivering to Lender an Acceptance Certificate in the form attached hereto as Exhibit D.

(b) Purchaser shall deliver to Lender copies of original invoices and bills of sale, if available (if title to such Equipment has passed to Purchaser) relating to each item of Equipment accepted by Purchaser.

Section 5.02. Quiet Enjoyment of Equipment. So long as Purchaser is not in default under this Agreement, neither Lender nor any entity claiming by, through or under Lender, shall interfere with Purchaser's quiet use and enjoyment of the Equipment during the Term.

Section 5.03. Inspection. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Purchaser will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Purchaser shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment and provide copies thereof to Lender at Lender's request. In addition, Purchaser agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; provided that Purchaser may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lender, adversely affect the interest (including the security interest) of Lender in and to the Equipment or its interest or rights under this Agreement.

Purchaser agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lender shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Purchaser agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of or foreclosure upon the Equipment to Lender as provided for herein.

Purchaser shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally

intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lender.

ARTICLE VI SECURITY INTEREST IN EQUIPMENT

Section 6.01. Title to the Equipment. During the Term, and so long as Purchaser is not in default under Article XI hereof, all right, title and interest in and to each item of the Equipment shall be vested in Purchaser immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of this Agreement. Purchaser shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes other than the security interest granted under this Agreement. Upon final payment of any Installment Payments or prepayment thereof pursuant to Section 4.01(b), Lender's security interest or other interest in the related Equipment shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Purchaser's obligations under this Agreement, Purchaser grants to Lender a security interest constituting a first lien on (a) the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to such Equipment, (b) moneys and investments held from time to time in the Project Account and (c) any and all proceeds of any of the foregoing, including any insurance proceeds paid because of loss or damage to the Equipment to the extent necessary to secure Purchaser's payment obligations to Lender under this Agreement. Lender may file, at Purchaser's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina to perfect Lender's first lien security interest by filing and to maintain that first lien security interest in perfected form. Lender is authorized to (i) file financing statements as specified by the Uniform Commercial Code to perfect or maintain Lender's security interest granted hereby and (ii) add, modify or delete any items shown on the financing statement to reflect the actual Equipment purchased by the Purchaser. If the Equipment is or includes one or more motor vehicles, the ownership or lienholder status of which is or are evidenced by a certificate of title(s), Purchaser shall cause Lender's lien to be properly shown on such title(s) as a first lien security interest. Purchaser agrees to execute and authorizes Lender to file such other notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain Lender's security interest in the Equipment and the proceeds thereof. Upon termination of this Agreement and payment and performance in full of all of Purchaser's obligations to Lender thereunder, Lender's security interest or other interest in the Equipment purchased pursuant to this Agreement shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner

physically affixed or attached to real estate or any building thereon. Upon the request of Lender, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any real estate or building on or in which the Equipment is or will be located.

ARTICLE VII COVENANTS OF PURCHASER

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Purchaser and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Purchaser shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during each Term.

Section 7.02. Insurance. The Purchaser shall, during the Term, maintain or cause to be maintained (a) casualty insurance naming Lender and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lender, in an amount at least equal to the greater of (i) the then applicable Prepayment Price or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lender and its assigns as additional insured that protects Lender from liability with limits of at least \$10,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lender and Purchaser, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lender and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Purchaser may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lender's prior written consent (which Lender may grant, withhold or deny in its sole discretion) and provided that Purchaser has delivered to Lender such information as Lender may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lender. In the event Purchaser is permitted, at Lender's sole discretion, to self-insure as provided in this Section, Purchaser shall provide to Lender a self-insurance letter in substantially the form attached hereto as Exhibit G. Purchaser shall furnish to Lender evidence of such insurance or self-insurance coverage throughout the Term. Purchaser shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lender without first giving written notice thereof to Lender at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Purchaser hereby assumes all risk of loss of, or damage to and liability related to injury or damage

to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Purchaser of the obligation to make the Installment Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Purchaser hereby agrees to reimburse Lender (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lender, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, and/or (d) the breach of any covenant of Purchaser in connection with this Agreement or any material misrepresentation provided by Purchaser in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

Section 7.04. Advances. In the event Purchaser shall fail to keep the Equipment in good repair and working order, or shall fail to maintain any insurance required by Section 7.02 hereof, Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. Purchaser covenants and agrees to pay such amounts so advanced by Lender with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01. Damage, Destruction and Condemnation. If, prior to the end of the Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Purchaser and Lender will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. Notwithstanding the foregoing, in the event of such damage or destruction, Purchaser shall have the option to prepay its obligations under this Agreement by prepaying all of the Prepayment Price then due under this Agreement on the day specified in Purchaser's notice to Lender of its exercise of the prepayment option (which shall be the earlier of the next Installment Payment Date or 60 days after the event resulting in such damage, destruction or condemnation) (the "Purchase Option").

If Purchaser elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value

than the Replaced Equipment. Purchaser hereby grants Lender a first priority security interest in any such Replacement Equipment. Purchaser shall represent, warrant and covenant to Lender that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lender, and shall provide to Lender any and all documents as Lender may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lender evidencing Lender's security interest in the Replacement Equipment. Lender and Purchaser hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Purchaser shall complete the documentation of Replacement Equipment on or before the next Installment Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Purchaser shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lender the amount of the then applicable Prepayment Price for the Equipment, and, upon such payment, the applicable Term shall terminate and Lender's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Purchaser. If Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Lender nor shall Purchaser be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX WARRANTIES

Section 9.01. Disclaimer of Warranties. LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE PURCHASER OR IN REGARD TO ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO: THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE VALUE, DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP OR QUALITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS OF THIS AGREEMENT WILL BE SUFFICIENT (TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE PURCHASER) TO PAY THE COST OF ACQUIRING

OR INSTALLING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE INSTALLATION AND OPERATION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE PURCHASER, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF LENDER ARE HEREBY WAIVED BY THE PURCHASER. In no event shall Lender be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Purchaser's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor's Warranties. Lender hereby irrevocably appoints Purchaser its agent and attorney-in-fact during the Term, so long as Purchaser shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties, if any) relating to the Equipment that Lender may have against Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights and obligations of Lender with respect to this Agreement, including the right to receive full and timely payments under this Agreement. Purchaser expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X ASSIGNMENTS

Section 10.01. Assignment by Lender.

(a) Lender may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, Lender's rights to receive Installment Payments payable to Lender hereunder, in accordance with this Section 10.01. Any assignment made by Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lender pursuant to this Agreement. Lender or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement, or making this Agreement part of a pool of obligations, so long as such assignment or reassignment is to (a) a bank, insurance company or similar institution; or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Agreement. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Lender, no assignment or reassignment of Lender's interest in this Agreement shall be effective unless and until the Purchaser shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The Purchaser further agrees that Lender's interest in this Agreement may be assigned in whole or in part (subject to the limitations on assignment contained in Section 10.01(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Purchaser receives notice of such assignment and such collection and paying agent covenants and agrees to

maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

(c) Purchaser agrees to execute any document reasonably required in connection with any assignment. If Lender notifies Purchaser of its intent to assign this Agreement, Purchaser agrees that it shall execute and deliver to Lender a Notice and Acknowledgement of Assignment substantially in the form of Exhibit F attached to this Agreement within five (5) business days after its receipt of such request. Any assignor must provide notice of any assignment to Purchaser, and Purchaser shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, Purchaser shall thereafter make all payments in accordance with such notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) Lender represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is entering into this Agreement for its own account and has no present intention of making any sale or other distribution of this Agreement in violation of such legislation, rules or regulations. Lender represents that it is familiar with the operations and financial condition of the Purchaser, based upon information furnished to Lender by the Purchaser, and has made such inquiries as it deems appropriate in connection with this Agreement.

(e) Lender covenants that it will not provide any disclosure document containing information about the Purchaser in connection with any sale or assignment of Lender's rights in this Agreement without the Purchaser's express approval of such disclosure document.

Section 10.02. Assignment and Leasing by Purchaser. None of Purchaser's right, title, and interest in, to and under this Agreement or any portion of the Equipment may be assigned, leased or encumbered by Purchaser for any reason without the prior written consent of Lender.

ARTICLE XI EVENTS OF DEFAULT

Section 11.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid under this Agreement within 10 days of the date when due as specified herein;

(b) Failure by Purchaser to maintain the insurance required under this Agreement (including the insurance required by Section 7.02);

(c) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within

the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Purchaser in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(e) A default occurs under any other agreement of Purchaser for borrowing money, including general obligation indebtedness and installment financing agreements, which results from Purchaser's failure to make payment of principal and interest with respect to such obligations when due;

(f) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding;

(g) The occurrence of an Event of Non-appropriation; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 11.02. Remedies on Default. Whenever any Event of Default exists, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Purchaser, Lender may declare all Installment Payments payable by Purchaser pursuant to this Agreement and other amounts payable by Purchaser hereunder to the end of the Term to be due;

(b) To the extent permitted by applicable law, Lender may enter the premises where the Equipment listed in this Agreement is located and take possession of such Equipment and sell or lease such Equipment for the account of Purchaser. The exercise of any such remedies respecting any such Event of Default shall not relieve Purchaser of any other liabilities hereunder or the Equipment listed therein; and

(c) Proceed by appropriate court action to enforce performance by Purchaser of the applicable covenants of this Agreement or to recover for the breach thereof; provided, however, that nothing herein shall be deemed to allow any judgment for a deficiency or waive any provision of N.C.G.S. § 160A-20 or any defense the Purchaser may otherwise have;

(d) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of Purchaser, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Agreement, and, thereafter, shall pay any remaining proceeds to Purchaser;

(e) To the extent permitted by applicable law, require Purchaser to deliver the Equipment, at Purchaser's sole expense, to any location within the State of North Carolina designated by Lender, and take possession of any proceeds of the Equipment, including Net Proceeds; or

(f) Lender may take whatever action at law or in equity that is necessary or desirable to enforce its rights under this Agreement or as a secured party in any or all of the Equipment subject to this Agreement.

(g) NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE PURCHASER IN FAVOR OF LENDER OR ANY OTHER PERSON IN VIOLATION OF SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

Section 11.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XII MISCELLANEOUS

Section 12.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after

the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Purchaser.

Section 12.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and Purchaser and their respective successors and assigns.

Section 12.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Amendments, Changes and Modifications. This Agreement (including the Schedule) may only be amended in writing by Lender and Purchaser.

Section 12.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.08. E-Verify. Lender hereby certifies that Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender will require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

[Remainder of page intentionally left blank]

In Witness Whereof, Lender and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LENDER:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

PURCHASER:
County of Dare, North Carolina
954 Marshall C. Collins Drive
Manteo, North Carolina 27594
Attention: Finance Director
Fax No.: (252) 475-5818

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: _____
Name: _____
Title: _____

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

County Finance Director

List of Exhibits:

Exhibit A	--	Schedule of Property
Exhibit A-1	--	Installment Payment Schedule
Exhibit B	--	Incumbency Certificate
Exhibit C	--	Opinion of Counsel Form
Exhibit D	--	Acceptance Certificate
Exhibit E	--	Form of Disbursement Request
Exhibit F	--	Notice and Acknowledgement of Assignment
Exhibit G	--	Self-Insurance Certificate

EXHIBIT A

SCHEDULE OF PROPERTY

Re: Equipment Installment Financing Agreement, dated as of [March __, 2019], between Banc of America Public Capital Corp, as Lender, and the County of Dare, North Carolina, as Purchaser

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Equipment Installment Financing Agreement (the “Agreement”).

2. Equipment. The following items of Equipment are hereby included under this Schedule to the Agreement.

Vehicles (including ambulances and trash trucks for various city departments, including tax assessor, facilities maintenance, sheriff’s office, emergency medical services, planning, health and social services, parks and recreation and sanitation.

3. Payment Schedule.

(a) Installment Payment Schedule. The Acquisition Amount for the Equipment is \$2,057,425. The Installment Payments shall be in such amounts and payable on such dates as set forth in the Installment Payment Schedule attached to this Schedule. The Purchaser’s obligation to make Installment Payments shall commence on the date on which the Acquisition Amount is deposited into the Project Account, which is [March __, 2019].

(b) Prepayment Price Schedule. The Prepayment Price on each Installment Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Installment Payment date in the “Prepayment column” column of the Installment Payment Schedule attached to this Schedule (including the Installment Payment shown on the same line in the Installment Payment Schedule).

4. Representations, Warranties and Covenants. Purchaser hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Installment Payments on this Schedule.

5. The Purchase Agreement. The terms and provisions of the Agreement are hereby incorporated into this Schedule by reference and made a part hereof.

6. Agreement Proceeds. The Acquisition Amount which Lender shall pay to the Purchaser is \$2,057,425. It is expected that by eighteen (18) months from the date of the Agreement, Purchaser will have taken possession of all items of Equipment shown above and that a Purchaser’s Acceptance Certificate, or Acceptance Certificates, will be signed by Purchaser and delivered to Lender on or before eighteen (18) months from the date of the Agreement.

7. Acquisition Period. The Acquisition Period shall end at the conclusion of the 36 months following the date hereof.

8. Term. The Term shall extend from March __, 2019 to March __, 2022.

9. Optional Prepayment Date. For purposes of Section 4.01(b) of the Agreement, the Optional Prepayment Date is September __, 2020.

10. Contract Rate. The Contract Rate for this Schedule is 2.5210%.

11. Registration. Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) Registered Owner: County of Dare, North Carolina

(b) Lienholder: Banc of America Public Capital Corp
2059 Northlake Pkwy., 4th Floor
Mail Code GA3-003-04-01
Tucker, Georgia 30084

Purchaser shall be responsible for the correct titling of all Equipment purchased hereunder. Purchaser will cause the original Certificates of Title to be delivered to Lender for retention in Lender's files throughout the Term.

[Remainder of page intentionally left blank]

Dated: [March __, 2019]

LENDER:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

PURCHASER:

County of Dare, North Carolina
954 Marshall C. Collins Drive
Manteo, North Carolina 27594
Attention: Finance Director

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Agreement and this Schedule constitute chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

INSTALLMENT PAYMENT SCHEDULE

Re: Equipment Installment Financing Agreement, dated as of March __, 2019, between Banc of America Public Capital Corp, as Lender, and the County of Dare, North Carolina, as Purchaser

Purchaser: County of Dare, North Carolina

Term: 36 months

Acquisition Amount: \$2,057,425

Contract Rate: 2.5210%

<u>Installment Payment Date</u>	<u>Installment Payment Amount</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Prepayment Price at par</u>
03/25/2019				\$ 2,057,425.00
06/25/2019	\$178,556.73	\$12,966.92	\$165,589.81	N/A
09/25/2019	178,556.73	11,923.29	166,633.44	N/A
12/25/2019	178,556.73	10,873.08	167,683.64	N/A
03/25/2020	178,556.73	9,816.26	168,740.47	N/A
06/25/2020	178,556.73	8,752.77	169,803.96	N/A
09/25/2020	178,556.73	7,682.58	170,874.14	1,048,099.55
12/25/2020	178,556.73	6,605.65	171,951.08	876,148.47
03/25/2021	178,556.73	5,521.93	173,034.80	703,113.67
06/25/2021	178,556.73	4,431.37	174,125.35	528,988.32
09/25/2021	178,556.73	3,333.95	175,222.78	353,765.54
12/25/2021	178,556.73	2,229.61	176,327.12	177,438.42
03/25/2022	178,556.73	\$1,118.31	177,438.41	(0.00)
	-----	-----	-----	
	\$2,142,680.72	\$ 85,255.72	\$ 2,057,425.00	

Prepayment Premium for purposes of Section 4.01(b) is none.

For purposes of this Agreement, "Taxable Rate," with respect to the interest component of Installment Payments, means an annual rate of interest equal to [_____] %].

PURCHASER:

COUNTY OF DARE, NORTH CAROLINA

By: _____

Name: _____

Title: _____

EXHIBIT B

INCUMBENCY CERTIFICATE

The undersigned, a duly elected and acting Clerk to the Board of Commissioners for the County of Dare, North Carolina (“Purchaser”) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Purchaser (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures set forth opposite their names are their true signatures;

B. The Officials are duly authorized, on behalf of Purchaser, to negotiate, execute and deliver the Equipment Installment Financing Agreement dated as of [March __, 2019] and the Schedule attached thereto (the “Agreement”) by and between Purchaser and Banc of America Public Capital Corp, and the Agreement is a binding and authorized Agreement of Purchaser, enforceable in all respects in accordance with its terms.

<u>Name of Official</u>	<u>Title</u>	<u>Signature</u>
Robert L. Outten	County Manager	_____
J. David Clawson, Jr.	County Finance Director	_____

Dated: [March __, 2019]

By: _____

Name: Gary L. Gross

Title: Clerk to the Board of Commissioners

(The signer of this Certificate cannot be listed above as authorized to execute the Agreement.)

EXHIBIT C

OPINION OF COUNSEL TO PURCHASER

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement, dated as of [March __, 2019], between Banc of America Public Capital Corp, as Lender, and the County of Dare, North Carolina, as Purchaser

Ladies and Gentlemen:

As County Attorney for the County of Dare, North Carolina (“Purchaser”), I have examined (a) an executed counterpart of the Equipment Installment Financing Agreement, dated as of [March __, 2019], and Exhibits thereto by and between Banc of America Public Capital Corp (“Lender”) and Purchaser (the “Agreement”), which, among other things, provides for the financing of certain property listed in the Schedule of Property attached thereto (the “Equipment”), (b) an executed counterpart of the resolutions of Purchaser which, among other things, authorize Purchaser to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement and the Schedule, together with the Installment Payment Schedule attached to the Schedule, are herein referred to collectively as the “Agreement”.

As to questions of fact material to my opinion, I have relied upon the representations of the Purchaser in the Agreement and in the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation. The Agreement is being entered into by the Purchaser pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended (the “Act”), to enable Purchaser to purchase certain Equipment as defined in the Agreement.

Based on the foregoing, I am of the following opinions:

1. Purchaser is a county and politic duly organized and existing under the laws of the State.
2. Purchaser has the requisite power and authority to acquire and finance the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement.
3. The Agreement has been duly authorized, approved, executed and delivered by and on behalf of Purchaser and the Agreement is a valid and binding obligation of Purchaser enforceable in accordance with its respective terms.
4. The authorization, approval, execution and delivery of the Agreement and all other proceedings of Purchaser relating to the transactions contemplated thereby have been performed

in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lender or its assigns, as the case may be, in the Equipment or other collateral thereunder.

The opinion expressed above is subject to the following qualifications and limitations:

1. The enforceability of the Agreement will be subject to bankruptcy, insolvency, and other laws affecting creditors' rights generally. To the extent that remedies under the Agreement require enforcement by a court of equity, the enforceability thereof may be limited by such principles of equity as the court having jurisdiction may impose.
2. Pursuant to the Act, no deficiency judgment may be rendered against Purchaser in the event of a breach by Purchaser of its obligations under the Agreement, including its obligation to make the installment payments under the Agreement, and the taxing power of Purchaser is not pledged, and may not be pledged, to pay any obligation of Purchaser under the Agreement.
3. Under North Carolina law, the recovery of attorneys' fees is limited by and subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.
 - a) I express no opinion as to the enforceability of any indemnity provision in the Agreement.
 - b) I have assumed for purposes of my opinion contained herein that Lender will exercise its rights under the Agreement in good faith and in a commercially reasonable manner.

All capitalized terms herein shall have the same meanings as in the Agreement unless otherwise provided herein. Lender and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Installment Payments, are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____

EXHIBIT D

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement, dated as of March __, 2019, between Banc of America Public Capital Corp, as Lender, and the County of Dare, North Carolina, as Purchaser

Ladies and Gentlemen:

In accordance with the Equipment Installment Financing Agreement (the "Agreement"), the undersigned Purchaser hereby certifies and represents to, and agrees with Lender as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Purchaser has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Purchaser is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

PURCHASER:

COUNTY OF DARE, NORTH CAROLINA

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT E

FORM OF DISBURSEMENT REQUEST

Re: Equipment Installment Financing Agreement dated March __, 2019 by and between Banc of America Public Capital Corp, as Lender and the County of Dare, North Carolina, as the Purchaser (the “Agreement”).

In accordance with the terms of Section 3.02 of the Agreement between Banc of America Public Capital Corp (“Lender”) and the County of Dare, North Carolina (the “Purchaser”) the undersigned hereby requests the Lender to approve payment to the following persons of the following amounts from the Project Account for the following purposes.

Payee’s Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the Purchaser, and the same is a proper charge against the Project Account for Equipment Costs, and has not been paid. Attached hereto is a copy of the original invoice documentation with respect to such obligation.

(ii) Each item of the Equipment subject to this Disbursement Request has been delivered, installed and accepted by the Purchaser.

(iii) The undersigned, as an authorized representative of the Purchaser, has no notice of any vendor’s, materialmen’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which the Purchaser is, as of the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to the Purchaser).

(v) The Equipment subject to this Disbursement Request is insured in accordance with the Agreement.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Agreement has occurred and is continuing at the date hereof.

(vii) The disbursement is occurring prior to the end of the Acquisition Period.

(vii) The representations, warranties and covenants of the Purchaser set forth in the Agreement are true and correct as of the date hereof

(viii) No Material Adverse Change in the Purchaser's financial condition has occurred since the date of the Agreement.

Dated: _____

COUNTY OF DARE, NORTH CAROLINA

By: _____
Authorized Representative

Disbursement of funds from the Project
Fund in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lender under the Agreement

By: _____
Authorized Agent

EXHIBIT F

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (“Assignor”) hereby gives notice that it has assigned and sold to [_____] (“Assignee”) all of Assignor’s right, title and interest in, to and under the Equipment Installment Financing Agreement and related Schedule (“Agreement”) dated as of March __, 2019 between Assignor and the County of Dare, North Carolina (“Purchaser”).

For purposes of this Notice and Acknowledgment of Assignment (the “Acknowledgment”), “Agreement” means collectively the Agreement identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. [Pursuant to the authority of Resolution _____ adopted on _____,] Purchaser hereby [consents to and] acknowledges the effect of the assignment of the Agreement and absolutely and unconditionally agrees to deliver to Assignee all installment payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Purchaser hereby agrees that: (i) Assignee shall have all the rights of Lender under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Agreement, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section 3.04 of the Agreement, the obligations of Purchaser to make installment payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Purchaser agrees that, as of the date of this Acknowledgment, the following information about the Agreement is true, accurate and complete:

Number of Installment Payments Remaining	–	_____
Amount of Each Installment Payment	–	\$ _____
Total Amount of Installment Payments Remaining	–	\$ _____
Frequency of Installment Payments	–	_____
Next Installment Payment Due	–	_____

4. The Agreement remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Purchaser related to the Agreement and any requests for disbursements, if applicable, and all installment payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Purchaser in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

PURCHASER: COUNTY OF DARE, NORTH CAROLINA

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement

In connection with the above-referenced Agreement (the "Agreement"), the County of Dare, North Carolina (the "Purchaser") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Purchaser is self-insured for damage or destruction to the Equipment listed in the Schedule of Property to the Agreement (herein, the "Equipment"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. The Purchaser is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Purchaser's self-insurance program is \$_____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.]

[3]. The Purchaser maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Purchaser's self-insurance liabilities is \$_____. [Amounts paid from the Purchaser's self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The Purchaser does not maintain a self-insurance fund. The Purchaser obtains funds to pay claims for which it has self-insured from the following sources: _____ . Amounts payable for claims from the such sources are limited as follows: _____ .

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Purchaser.

PURCHASER:

COUNTY OF DARE, NORTH CAROLINA

By: _____

Name: _____

Title: _____



Recovery Court - Memorandum of Agreement

Description

Following is a Memorandum of Agreement (MOA) outlining the terms and conditions related to the operation of a Recovery Court in Dare County including the hiring of a coordinator who will support operations of a Recovery Court in the 1st Superior Court District.

MOA is attached.

Board Action Requested

Approve the MOA and authorize the County Manager to execute the agreement

Item Presenter

Robert Outten, County Manager

NORTH CAROLINA

DARE COUNTY

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into, as of the date of the last signature below (the “Effective Date”) by and between **Dare County** (hereinafter “the County”); **Judge Jerry Tillett**, Senior Resident Superior Court Judge, 1st Superior Court District (hereinafter “the Judge”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”).

WITNESSETH

THAT WHEREAS, the County has agreed to provide funds to allow the Judge to hire one coordinator who will support operations of a recovery court in the 1st Superior Court District;

WHEREAS, G.S. §§7A-300 and 153A-212.1 permit a cooperative arrangement to pay for the compensation and expenses of the coordinator listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out, which could not otherwise be provided using State funds;

WHEREAS, the County has appropriated funds and has budgeted an annualized sum to pay for the personnel position costs of the position listed in Appendix A;

WHEREAS, the NCAOC Director has found that the Judge has made a showing that a need exists for a coordinator position to assist in the disposition of those cases in the recovery court of the 1st Superior Court District;

WHEREAS, the County desires to pay to the NCAOC on behalf of the Judge the amounts specified herein for the use by the Judge to hire personnel as shown in Appendix A;

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Department, including the office of the Judge; and

WHEREAS, the parties hereto have mutually agreed to the terms of this MOA as hereinafter set out.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the Judge for the position shown in Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this MOA shall be for a period of sixteen months, beginning on March 1, 2019, and terminating on June 30, 2020.
2. The coordinator under this contract will be an employee of the Judge for all purposes and shall be hired by and work under the supervision and direction of the Judge, accordingly, for the 1st Superior Court District.
3. The County will be responsible for paying the personnel and operating costs as budgeted and approved by the County Board of Commissioners and other related costs that may arise. Any changes in salary shall be communicated in writing to the County Manager, the Judge, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The Judge shall provide space and furnishings for their staff position under this agreement commensurate with other staff offices, using space already provided by the County. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this MOA, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the position.
4. The County shall provide funds to the NCAOC Deputy Director for Financial Services as outlined in Appendix A. Expenses for unemployment, workers' compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The County agrees to provide to the NCAOC all operating costs associated with the position in this MOA in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Divisions, as outlined in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.
7. The County agrees that it will increase the payments under this MOA by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this MOA, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the

North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 10 below.

- a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
 - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
 - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
 - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
8. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation, and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant the position under this Agreement or future comparable agreements. A vacant position under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC will purchase worker's compensation insurance, if available through the North Carolina Department of Insurance, to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation, and/or disability claim and for insurance premiums and deductibles; and, the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.
9. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this MOA for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.

10. This MOA may be terminated by the County, the NCAOC, or the Judge upon giving sixty (60) days' notice in writing or by the mutual consent of all of the parties.
11. The Judge shall immediately advise the County in writing if any of the respective position is vacated without a replacement. Said vacancy may suspend the operation of this MOA for that position until the position is filled.
12. It is understood and agreed between the County, the Judge, and the NCAOC that any renewal or extension of this MOA is dependent upon and subject to the allocation, availability or appropriation of funds by the County.
13. It is understood and agreed between the County, the Judge, and the NCAOC that this MOA is entered into pursuant 7A-300, and 153A-212.1 and that nothing in this MOA shall be construed to obligate the NCAOC to maintain or request funding for the position or services initially provided under this MOA.
14. This MOA may be amended by written agreement executed by all the parties, except if the only change is an increase in position and corresponding costs, then only the County and NCAOC need sign the amendment.
15. This MOA, including Appendix A attached and incorporated herein, is the entire MOA among the parties and there are no other agreements, oral, written, expressed or implied.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives have executed this MOA, in triplicate originals, as of the Effective Date. The undersigned County Manager agrees to provide NCAOC with copies of minutes or other documentation authorizing him/her to execute this contract on behalf of the County.

This the ____ day of _____, 20____.

DARE COUNTY

BY: _____
Robert L. Outten, County Manager

**SENIOR RESIDENT SUPERIOR COURT JUDGE
1st SUPERIOR COURT DISTRICT**

BY: _____
Judge Jerry Tillett

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
Director

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

County Finance Director

APPENDIX A

Estimated Contract Cost

02/19/19

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

Position Title: RECOVERY COURT COORDINATOR

	FY 2019 Original	FY 2019 Adjust- ments	Projected FY 2019 Costs	
Salary & Longevity (\$56,000 annual for 4 months)	18,667		18,667	
Social Security 7.65%	1,428		1,428	
Retirement 18.86%	3,521		3,521	
Health Insurance (\$6,104 annual for 4 months)	2,035		2,035	
Workers' Compensation	93		93	
Unemployment	583		583	
Office Supplies	240		240	
Postage	460	-460	0 ¹	
Training/Conference Registration Fees	0		0 ²	
Other Administrative Expenses	500	-500	0 ²	
Law Books	0		0 ²	
Expert Witness Fees	5,000	-5,000	0 ²	
Transcripts, Records, Briefs	3,000	-3,000	0 ²	
Court Exhibits	1,000	-1,000	0 ²	
Office Equipment				
Dictation unit	N/R	498	-498	0 ²
File cabinet	N/R	360	-360	0 ²
Hardware, Software, Support Services				
Scanner	N/R	271	-1,463	0 ²
CD/DVD Duplicator	N/R	713	-713	0 ²
Telecommunications				
Equipment, wiring, installation	N/R	600	-600	0 ²
Phone line		95		95
Data connectivity		69		69
In-State Travel				
Mileage (400 miles x \$0.54/mile)		216		216
Lodging (1 day x \$75/day)		75		75
Meals (1 day x \$38.30/day)		38		38
Total Cost	\$40,925	-\$13,594	\$27,331	
Total Recurring Cost	\$37,291	-\$9,960	\$27,331	
Total Non-Recurring Cost	\$3,634	-\$3,634	\$0	

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

1 AOC waives recoupment during this fiscal year.

2 Expenses not anticipated during this fiscal year.

APPENDIX A

Estimated Contract Cost

02/19/19

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

Position Title: RECOVERY COURT COORDINATOR

	FY 2020 Original	FY 2020 Adjust- ments	Projected FY 2020 Costs
Salary & Longevity (\$56,000 plus 2.5% COLA)	57,400		57,400
Social Security 7.65%	4,392		4,392
Retirement 20.00%	11,480		11,480
Health Insurance	6,500		6,500
Workers' Compensation	287		287
Unemployment	689		689
Office Supplies	600		600
Postage	460	-460	0 ¹
Training/Conference Registration Fees	0		0 ²
Other Administrative Expenses	500	-500	0 ²
Law Books	0		0 ²
Expert Witness Fees	5,000	-5,000	0 ²
Transcripts, Records, Briefs	3,000	-3,000	0 ²
Court Exhibits	1,000	-1,000	0 ²
Office Equipment			
Dictation unit	N/R	498	0 ²
File cabinet	N/R	360	0 ²
Hardware, Software, Support Services			
Scanner	N/R	1,463	0 ²
CD/DVD Duplicator	N/R	713	0 ²
Telecommunications			
Equipment, wiring, installation	N/R	600	0 ²
Phone line		288	288
Data connectivity		210	210
In-State Travel			
Mileage (1200 miles x \$0.54/mile)		648	648
Lodging (2 days x \$75/day)		150	150
Meals (2 days x \$39/day)		39	39
Total Cost	\$97,093	-\$13,594	\$83,499
Total Recurring Cost	\$93,459	-\$9,960	\$83,499
Total Non-Recurring Cost	\$3,634	-\$3,634	\$0

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

¹ AOC waives recoupment during this fiscal year.

² Expenses not anticipated during this fiscal year.



Public Hearing -- Amendment to Chapter 152 Planning and Development

Description

A public hearing on proposed revisions to Chapter 152 of the Dare County Code, Planning and Development, is scheduled for March 18. Currently, the ordinance does not specifically state that the Chairperson is appointed by the Board of Commissioners just that the Chairperson and the members serve at the pleasure of the Board of Commissioners. The proposed revisions would add language to state that the Planning Board Chairperson is appointed by the Board of Commissioners. A copy of the draft language is attached. Motion to adopt: "I move that the proposed revisions to Chapter 152 of the Dare County Code be adopted."

Board Action Requested

Conduct hearing and adopt amendment to Chapter 152 as drafted.

Item Presenter

Donna Creef

Chapter 152.10 Planning Board (new language is underlined, deleted language is strikethrough)

(B) Composition of Members

The Planning Board shall be composed of 7 members, who shall be residents of the County and who shall be appointed by the Board of Commissioners. The Planning Board shall consist of 1 member from each of the 4 districts defined in division (C) below, and 3 members at-large ~~1 of whom shall be the Chairperson~~. Except for the Chairperson and members at large, members must reside in the district for which they are appointed. ~~Two of the initial members shall be appointed for a term of 1 year, 3 for 2 years and the others for 3 years. Their successors shall be appointed for terms of 3 years.~~ All members shall serve for a term of 3 years and members may be appointed for consecutive terms. Vacancies occurring for reasons other than expiration of terms shall be filled as they occur for the period of the unexpired term. Faithful attendance at the meetings of the Board is considered a prerequisite for the maintenance of membership on the Board. The Chairperson and members serve at the pleasure of the pf the Board of Commissioners. The Board of Commissioners shall designate 1 member of the Planning Board to serve as the Chairperson.



Public Hearing -- 2018 Supplement to Code of Ordinances

Description

American Legal Publishing Company has completed an update of the Dare County Code of Ordinances with all of the amendments that have been adopted since January 2018. Although all of the amendments have previously been adopted, it is recommended that a public hearing on the complete 2018 S-11 supplement be held. A public hearing is scheduled for March 18, 2019. A resolution for adoption of the S-11 supplement is attached.

Board Action Requested

Conduct hearing and adopt resolution.

Item Presenter

Donna Creef, Planning Director

RESOLUTION ENACTING AND ADOPTING A SUPPLEMENT
TO THE DARE COUNTY CODE OF ORDINANCES

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio has completed the 2018 S-11 supplement to the County of Dare Code of Ordinances, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the County of Dare Code of Ordinances; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to the North Carolina General Statutes; and

WHEREAS, it is the intent of the Dare County Board of Commissioners to accept these updated sections in accordance with the changes in the law of the State of North Carolina; and

WHEREAS, it is necessary to provide for the usual daily operation of Dare County and for the immediate preservation of the public peace, health, safety, and general welfare of the Dare County that this ordinance take effect at an early date;

NOW THEREFORE BE IT ORDAINED BY THE DARE COUNTY BOARD OF COMMISSIONERS

1. That the 2018 S-11 supplement to the County of Dare Code of Ordinances as submitted by American Legal Publishing Corporation of Cincinnati, Ohio and attached hereto is hereby adopted by reference as if set out in its entirety,
2. Such supplement shall be deemed published as of the day of its adoption and approval by the Dare County Board of Commissioners and such supplement shall be inserted into the Code of Ordinances kept on file in the Office of the Clerk.

Robert L. Woodard, Sr. Chairman

Date:

SEAL:

Gary Gross, Clerk to the Board



Consent Agenda

Description

1. Approval of Minutes (03.04.19 & Retreat on 03.06.19)
2. DHHS Budget Amendment - Additional Low Income Energy Assistance Program Funding
3. Health and Human Services - Contract with Advanced Network Solutions for Email Encryption
4. Public Health Division - Contract with Pharmacy Solutions for Hospice
5. Town of Nags Head Request - Delegate Approval of Pyrotechnics Permits
6. Roanoke Island Volunteer Fire Department Contract and Agreement
7. Records Retention & Disposition Schedule Update
8. Contract for Prescribed Fuel Reduction Burn
9. Tax Collector's Report

Board Action Requested

Approval

Item Presenter

County Manager, Robert Outten



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous Minutes, which follow this page.

Board Action Requested

Approve Previous Minutes

Item Presenter

County Manager, Robert Outten



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., March 4, 2019

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman
Rob Ross, Steve House, Danny Couch, Ervin Bateman

Commissioners absent: Jim Tobin

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Public Information Officer, Dorothy Hester
Clerk to the Board, Gary Lee Gross

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website www.darenc.com.

At 9:02 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Jody Moore from the Outer Banks Presbyterian Church to share a prayer, and then he led the Pledge of Allegiance.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which can be viewed in their entirety in a video on the Dare County website –

- Reported on the Annual Luncheon meeting for the Outer Banks Community Foundation and commended the group for the great work they do providing scholarships and grants.
- Commented on a recent meeting he attended with Vice Chairman Overman and the County Manager at CSI to discuss their growth and need for student and teacher housing.
- Thanked Commissioner House for representing the Board at the recent public meeting conducted by the NC Department of Insurance in Raleigh on the proposed rate hike.
- Noted that beach nourishment is an ongoing effort and described a recent meeting with municipal mayors and managers to address this issue.
- Mentioned comments he made at the League of Women voters forum on offshore drilling.
- Thanked the Veterans Advisory Council for their work on behalf of Dare County Veterans.
- Described the various notification services that are available for citizens to get information about County programs and services and outlined how to subscribe online.
- Asked Jack Overman on behalf of the Airport Authority Board to describe how the Dare County Airport helped a Navy jet that had to make an emergency landing 20 years ago.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Corinne Etheridge, Tax Collections Legal Assistant, received a 15-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – MARCH 2019

Chuck Meile received the Employee of the Month award from Shanna Fullmer who described the many ways that Mr. Meile is an asset to the Facilities Maintenance Dept. at Public Works.

ITEM 4 – PUBLIC COMMENTS

At 9:35 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website –

The following comments were made in Manteo –

1. Buddy McDaniel asked the County to address the limited space and parking that is available at the Buxton polling place. He also commented on the red-headed stepchild remarks that were recently made related to the naming of the new bridge. He said people on Hatteras Island feel like they are not being heard on this issue and outlined why many are upset about the County's action. Mr. McDaniel also asked that the video link camera and microphone remain on until everything is said and done.

The following comments were made in Buxton –

2. Rick Shaftan recapped what has taken place regarding naming of the new bridge and asked the Board of Commissioners to reconsider their action because of the limitations of the online poll on the County website. Mr. Shaftan described polling that his company has done, which has resulted in an overwhelming response by a broad cross section of people to keep the Bonner Bridge name. He noted that the people of Hatteras Island feel strongly about this issue.
3. Jayson Collier outlined a grassroots petition that has been directed to the NCDOT Board asking that in naming the new bridge, they not cast aside the honor that was bestowed on Herbert C. Bonner. He read excerpts of the petition in support of the Bonner name for the new bridge and cited the need for a healthy relationship between the Board of Commissioners and the people of Hatteras Island on the bridge naming issue and all the challenges facing the County such as insurance and offshore drilling.
4. Ann Vroman said the Board's response to public comments at the last meeting was denigrating to the people of Hatteras Island, who she said want to be heard and listened to. She explained that renaming the bridge for Marc Basnight will have an adverse financial impact on businesses who will have to revise videos, ads, and printed materials. She noted that Senator Basnight may be saddened by this controversy and called on the Board to rescind the action it has taken to NCDOT.

5. Dave Conley said he was making personal remarks about the naming of the new bridge rather than any type of organized survey. He then suggested three possible names for the new bridge: 1) Bonner Bridge. 2) Oregon Inlet Bridge. 3) Warren Judge Bridge. Mr. Conley explained that former Commissioner Warren Judge did a lot for the people of Hatteras Island and said he felt that naming the bridge in his honor was an appropriate thing to consider.

The County Manager closed Public Comments at 10:03 a.m.

Note: The Board took a brief pause from 9:56 a.m. to 9:58 a.m. in order to reboot the video link to the Fessenden Annex to fix a technical problem where Commissioners were not able to see the video feed although they were able to hear the audio portion of public comments.

ITEM 5 – REPORT FROM THE NATIONAL PARK SERVICE

David Hallac, Superintendent of the National Park Service Outer Banks Group, gave an update on activities and visitation at Fort Raleigh, the Wright Brothers Memorial, and the Cape Hatteras National Seashore. He noted that 2018 had the most Off Road Vehicle (ORV) permits sold with 93% of ORV routes open during the summer season. Superintendent Hallac introduced Jessica Green representing a fundraising partner, Outer Banks Forever, who will help protect the three national parks of the Outer Banks through public engagement, programming, and project support. Commissioner House commended Superintendent Hallac for his knowledge and professionalism.

RECESS: 10:21 a.m. – 10:43 a.m.

ITEM 6 – DARE COUNTY LAND USE PLAN – STAFF UPDATE

Planning Director Donna Creef outlined work that has been done by staff to update the Dare County Land Use Plan (LUP). She summarized the vision statement and goals that have been developed and endorsed by the Planning Board. She noted that work is still being done on the narratives and demographic sections of the LUP update. Ms. Creef added that policies are still being tweaked to reflect the housing issue, ditch maintenance, and the importance of our waterways as transportation corridors.

ITEM 7 – PROPOSED AMENDMENTS TO CHAPTER 152 – PLANNING & DEVELOPMENT

The Planning Director presented a proposed revision to Chapter 152 of the Dare County Code concerning the composition and powers of the County's Planning Board. She explained that the Ordinance does not specifically state that the Chairperson is appointed by the Board of Commissioners. Ms. Creef noted that although the Chairperson has always been appointed by the Board of Commissioners, the Ordinance does not state that this is a requirement. She recommended that a public hearing be scheduled on the proposed revision.

MOTION

Vice Chairman Overman motioned to schedule a Public Hearing for 5:30 p.m., March 18. Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 8 – CONSENT AGENDA

The Manager announced the items as they were visually displayed in the meeting room.

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (02.19.19) **(Att. #1)**
- 2) Capital Project Ordinance - Shallowbag Bay (Manteo Channel) Dredging Project **(Att. #2)**
- 3) Request to Schedule Hearing – 2018 Amendments to Dare County Code
- 4) Government Education Access Channels 2019-2020 Proposed Budget
- 5) Jail Inmate Telephone Contract Extension
- 6) T-Mobile Water Tower Lease

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 9 – BOARD APPOINTMENTS

1) Parks and Recreation Advisory Council

Commissioner House motioned to reappoint George Berry.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

2) Planning Board

Commissioner Bateman motioned to appoint David Hines.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

3) Stumpy Point Community Center Board

Vice Chairman Overman motioned to appoint Johnny Midgett.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

4) Waterways Commission

Commissioner Couch motioned to appoint Michael Flynn to fill the unexpired term of David May. Commissioner House seconded the motion.

VOTE: AYES unanimous

5) Upcoming Board Appointments

The upcoming Board appointments for April, May and June 2019 were announced.

ITEM 10 – COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment –

Commissioner House

- Reported on the public meeting he attended in Raleigh on the proposed insurance rate increase. He noted that afterward a very productive follow-up meeting was held with Senator Steinburg and Representative Hanig.

- Commissioner House asked the Board to approve appointing Alana Harrison to the Fish House Dealer seat with a three year term on the Commission for Working Watermen. He noted that efforts are still ongoing to recruit for two remaining vacancies on the Commission.

MOTION

Commissioner House motioned to appoint Alana Harrison to the Fish House Dealer seat with a three year term on the Commission For Working Waterman.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

- Said he has heard from Senator Steinburg that the Division of Marine Fisheries has reached out to the Legislator about creating a less hostile environment. Commissioner House said he will follow-up on this effort to help develop better communications.
- A fun, historical fact was presented about our national anthem, the Star-Spangled Banner.

Vice Chairman Overman

- Congratulated the service pin recipient and the Employee of the Month.
- Thanked Commissioner House for going to Raleigh for the Department of Insurance Public Meeting. He also commented on a recent tourism meeting where it was reported that if a sales tax redistribution bill were to be brought up again in the State Capitol, it would probably not pass in both chambers of the legislature.

Commissioner Couch

- Noted that he is looking forward to an active spring tourism season and said the beautiful new bridge will have a great impact for the community.
- Thanked Superintendent Hallac for his presentation and commended the Cape Hatteras National Seashore for the positive impact it has on the economy of Hatteras Island.
- Highlighted the accomplishments of student athletes in Dare County Schools and complimented the students and their schools.

Commissioner Ross

- Provided information about an upcoming dinner at Manteo Baptist Church.
- Encouraged people to attend a workshop on memory loss and dementia featuring Teepa Snow, an expert on the subject, as its guest speaker.
- Gave an update on plans for a new Dare County Animal Shelter.
- Reported that all the participating counties have not yet approved the new charter for the Albemarle Commission. He said he will advise the Board when this is completed.

Commissioner Bateman

- Expressed hope that the new bridge and NCDOT's passenger ferry will increase tourism business for Hatteras Island and Ocracoke Island.
- Thanked Commissioner House and Willo Kelly for going to Raleigh to speak against the proposed increase in homeowners insurance rates.
- Congratulated the service pin recipient and the Employee of the Month.
- Explained why he called for the new bridge to be named in honor of Marc Basnight. He said he believes it was the right thing to do and stands by the motion he brought to the Board. He noted that he cares about the people of Hatteras Island and reminded that the new bridge belongs to everyone in Dare County.

Chairman Woodard

- Outlined a schedule conflict the Commissioners meeting planned for 9:00 a.m., Monday, May 6, 2019 and asked that it be moved to 9:00 a.m., Tuesday, May 7, 2019. By consensus the Board agreed.

MANAGER'S/ATTORNEY'S BUSINESS

Public Information Officer Dorothy Hester described plans to let people know about the e-notification system that is available for citizens to receive information on county services.

Finance Director David Clawson reported that the County is working with FEMA on the Buxton beach nourishment project. He noted that the engineers will be meeting with the National Park Service and then will come before the Board of Commissioners to give an update at a future meeting.

Mr. Outten explained that staff will look at the Buxton polling place that was mentioned during Public Comments and if a more suitable venue is available, it will be discussed with the Board of Elections.

The County Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege and to discuss the Opioid Litigation. And, pursuant to NCGS 143-318.11(a)(5) to instruct the County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract, or proposed contract, for the acquisition of real property by purchase, option, exchange, or lease in the matter of the Old Kellogg Supply Building in Manteo. And, to approve the minutes of the last Closed Session.

MOTION

Commissioner House motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 11:15 a.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 11:50 a.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, consulted with the County Attorney on the Opioid Litigation, and gave guidance with regard to a real estate matter involving the Old Kellogg Supply Building in Manteo, and took no other action.

At the conclusion of the meeting, Chairman Woodard asked for a motion to adjourn.

MOTION

Commissioner Ross motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 11:51 a.m., the Board of Commissioners adjourned until 5:00 p.m., March 18, 2019.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Chairman
Dare County Board of Commissioners

Note: copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to Board.



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING – BOARD RETREAT

To engage in a retreat for the purpose of discussing issues facing Dare County and take such action as may be needed.

Outer Banks Visitors Bureau Conference Room, Manteo, NC

8:00 a.m., March 6, 2019

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman
Rob Ross, Steve House, Jim Tobin, Danny Couch, Ervin Bateman

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Assistant Finance Director, Sally DeFosse
Public Information Officer, Dorothy Hester
Clerk to the Board, Gary Lee Gross

ITEM 1 – WELCOME, PRAYER, PLEDGE OF ALLEGIANCE TO THE FLAG

At 8:01 a.m. Chairman Woodard called to order the Special Meeting with appropriate prior public notice having been given. The Chairman then offered a prayer and led in the Pledge of Allegiance to the flag. Note – for scheduling purposes, some items were handled out of sequential order. During the retreat, two recess periods were taken (9:51 a.m. to 10:02 a.m. & 12:01 p.m. – 12:58 p.m.)

ITEM 2 – PROPOSED CAPITAL IMPROVEMENT FUND

Andrew and Jeremy Carter from DEC Associates made a presentation on how the County could use a dedicated Capital Improvement Fund (CIF) to meet its long term capital needs. They outlined the merits of a CIF and explained how it would operate. Following the presentation, it was the consensus of the Board that the Manager should move forward with a CIF and incorporate it into the upcoming budget ordinance to be presented to the Board.

Following the CIF presentation, the Board addressed the following capital related items - - -

EMS Facilities - - -

The County Manager led the Board in a discussion of the facilities assessment conducted by Oakley Collier Architects. The Board agreed by consensus that staff should take the facilities assessment to the Capital Improvements Planning Committee for them to then evaluate and prioritize and make a recommendation to the Board of Commissioners.

Work Force Housing - - -

The Board discussed the issue and the possibility of working with community stakeholders on the County's Bowsertown Road property. The Board addressed the challenges associated with determining what constitutes "affordable" housing. Commissioners gave guidance to the Manager to proceed with a Request for Proposal (RFP) to determine what might be feasible at the Bowsertown Road site at a rental price point range of \$800-\$1000-\$1200.

Public Works Facility - - -

The Manager outlined the need for new Public Works facilities on Roanoke Island and at the Buxton Transfer site. It was the consensus of the Board to have this issue put before the Capital Improvements Planning Committee.

Animal Shelter - - -

An update was given on work that is underway on the design phase of the project and the County Manager noted that construction estimates might be higher than initially planned due to industry-wide costs that have escalated for construction materials and labor.

DHHS Facility Expansion - - -

Renovation options were outlined. Option 1, at a projected cost of \$3.1 million, would meet current basic needs with no growth. Option 2, at a projected cost of \$4.8 million, would address current needs plus future growth. A 3rd option was outlined and discarded as not needed. Along with discussing facilities, the Board talked about the possibility of allowing designated employees to take home County owned vehicles in an effort to address the parking shortage at the site. The Board by consensus directed the County Manager to move forward by taking Option #2 to the Capital Improvements Planning Committee and authorized the Manager to implement a vehicle take home policy when he determines that it is needed.

COA Project - - -

It was reported that the bill before the legislature should soon be on the floor of the House of Representatives. The Manager reported that Requests for Proposals are ready to go as soon as the General Assembly takes action. He reminded the Board that the project, when completed, will result in one (1) multi-use facility at the Dare County COA campus...

Manteo Commons - - -

The Manager updated the Board on the project and noted that the County wants to be involved with the Town of Manteo on its design. He explained that the County will retain ownership of the land and advised that the Town of Manteo is pursuing grants for the project.

ITEM 3 – BEACH NOURISHMENT

The County Manager and the Finance Director gave an overview on the funding model for beach nourishment projects throughout Dare County. The Board discussed how to best

address the demand for beach nourishment projects and how to prioritize projects based on the capacity determined by the funding models. Mr. Clawson briefed Commissioners on the status of the Buxton beach nourishment project.

ITEM 4 – FACILITY SECURITY

Mr. Outten asked Commissioners whether they wanted to have a security assessment done of all County facilities. It was the consensus of the Board to have an assessment done, which could then be considered in a future Capital Improvements Plan.

ITEM 5 – MAINTENANCE OF NON-COUNTY OWNED FACILITIES

The Manager asked the Board for guidance on whether the County should provide services for maintenance and upkeep at facilities that are not County owned. He cited examples of requests that have been made by non-profit groups in the community. The Board agreed that the Manager should draw the line and deny requests for non-county owned facilities.

ITEM 6 – LEASE OF COUNTY SPACE TO FOR PROFIT BUSINESSES

Mr. Outten asked for guidance on whether the Board is willing to lease space at County owned properties to profit based business operations. It was the consensus of the Board that these type of requests should be evaluated on a case by case basis

ITEM 7 – EMPLOYEE BENEFITS

The Manager gave an overview of employee benefits since the economic downturn of 2008 including 401k contributions, longevity pay, and merit increases. This led to discussion of Cost of Living Increases (COLA's) and the most recent salary study to address compensation related compression issues. The Board encouraged the County Manager to come back with numbers for recommended action in the upcoming budget.

ITEM 8 – SOIL & WATER CONSERVATION/WATERWAYS/PLANNING POSITION

Mr. Outten explained that Ann Daisey currently serves as a Soil & Water Conservationist and works on stormwater, mitigation grants, and waterways duties. He noted that the scope of the position has grown beyond one person and outlined options for addressing the situation. He said one solution might be to have Ms. Daisey focus exclusively on Soil & Water and bring in an additional person to the Planning Department for the other duties as well as to provide additional support for Planning Director Donna Creef. Mr. Outten also informed the Board that the person performing administrative duties in Emergency Management is retiring and it may be beneficial to address expanding the scope of that position. The Manager then outlined another employment issue involving the possible hiring of a Professional Engineer. He described how this person might be able to provide management of beach nourishment projects and other County projects including development of a long term maintenance plan. It was the consensus of the Board to have the Manager address the issues he outlined by bringing them back to the Board as part of the upcoming budget presentation.

ITEM 9 – TRAINING

The Manager cited the need for additional staff training throughout the County to address safety and other important issues. He outlined the need for a person to coordinate training across all departments. He described a way this might be accomplished by rearranging staff in the Human Resources Department. It was the consensus of the Board to have the Manager move forward in this direction.

ITEM 10 – SILENT DISPATCH

Mr. Outten provided a heads-up about an issue that is being watched whereby 911 dispatch centers will be able to automatically direct some citizen calls based on the nature of the emergency. He described how this capability, which is on the horizon, might help address the ongoing difficulty hiring and retaining telecommunicators. He said this is something the County is watching in an endeavor to provide quality services in a less expensive way.

ITEM 11 – LIVE STREAM BOARD MEETINGS

The Board was informed that the technology is now in place for video of Commissioner meetings to be live streamed on the internet in addition to the audio channel that is currently available. Mr. Outten noted that the approved minutes are the official record of the meeting and asked whether the Board wanted to authorize live video coverage of Commissioner meetings. Commissioners expressed interest in increasing transparency and public involvement and by consensus directed the County Manager to move forward with the video live stream of meetings when staff is ready.

ITEM 12 – TRASH CAN REMOVAL AFTER PICKUP

The Manager asked the Board to consider what, if anything, should be done when people do not roll back their trash can after pickup. He outlined the ordinance that is in place and described the huge enforcement problems that are associated with it. The Public Information Officer informed Commissioners of an initiative that is underway with the municipalities to provide detailed information about trash pickup to residents and visitors via GIS. The Board agreed by consensus not to expand its enforcement action and not to hire people to roll back trash cans and directed staff to move forward with the public information initiative.

ITEM 13 – RULES OF BOARD PROCEDURE

Mr. Outten summarized the role that Robert's Rules of Order now have in determining procedures for the conducting of Commissioner meetings. He noted that Robert's Rules are extremely detailed and comprehensive, which is why the UNC School of Government has assembled Suggested Rules of Procedure that incorporate key components of Robert's Rules along with practical guidance. He asked whether the Board wanted the Suggested Rules to be customized for Dare County and brought to the Board for adoption. By Consensus the Board directed the Manager to proceed.

ITEM 14 – COA TUITION FUNDING

Chairman Woodard, as a College of the Albemarle Trustee, asked the Board whether it wanted to consider providing funding for local graduating high school seniors to have their

tuition covered for a two-year program at COA. It was noted that this type of program is being offered by two North Carolina counties and the Board discussed how such a program might be administered. Based on the number of Dare County graduates, the Board explored what could be accomplished with an appropriation of \$300,000. By consensus the Board agreed that the Manager should include this amount in the upcoming budget proposal, subject to details and logistics being worked out later.

ITEM 15 – DISCUSS SCHEDULE FOR BUDGET WORKSHOPS

The County Manager asked Assistant Finance Director Sally DeFosse to distribute a proposed list of dates related to assembling the upcoming budget. The Board agreed by consensus to follow the schedule, which would result in budget workshop(s) taking place during April and May. The Board was told that Ms. DeFosse will advise when the budget is ready for workshop activity and the Clerk will then coordinate Commissioner schedules.

ITEM 16 – COMMISSIONERS AGENDA

Vice Chairman Overman

- Informed the Board of a modernization plan and economic impact study that is underway for the Dare County Airport Authority, which will address the airport's long term viability.

Commissioner House

- Gave an update on legislation that has been introduced during the current legislative session in Raleigh. He outlined House Bill 157 which would impose a registration fee for bicycles and impose a fine for violations. He cited strong legislative and citizen response against the proposed bill and Commissioners voiced their opposition to it. Commissioner House said he would work with the Clerk to prepare a resolution at the appropriate time reflecting the Board's position.
- He noted that there are multiple bills before the State Legislature on the topic of abortion and reported that he has been told they may all be combined into one omnibus bill. He suggested that the Board wait to take action on this issue until that time.
- Commissioner House promised to keep the Board informed on local bills as they move through the General Assembly.

Commissioner Tobin

- Reported on his recent vacation trip and expressed thanks for being allowed to be absent.

Commissioner Bateman

- Asked for an update on the appropriation for Recovery Court money. Mr. Outten explained that a Memorandum of Agreement (MOA) is being developed that will direct stakeholders in the operation of the Recovery Court including the funding source for the administrative person for the endeavor. He advised that plans are to have the Recovery Court up and running within a few weeks.

Commissioner Couch

- Asked the Board to reconsider a possible opportunity for a public boat ramp in Buxton. He described a site that he said might be able to provide much needed boat access. The

County Manager outlined issues the State of North Carolina has with the proposed site due to its size and dimensional layout. Commissioner Couch asked for permission to talk further with the property owners and get back to the Board if anything positive develops. By consensus the Board agreed.

- Commissioner Couch also shared an idea to address the parking problems at the Fessenden Annex by possibly acquiring property owned by Mr. Jarvis. The Board agreed by consensus for Commissioner Couch to explore this with the property owner.
- He also reported positive news from Raleigh about the request that is pending for funding of the Graveyard of the Atlantic museum.

Commissioner Ross – No additional comments.

Chairman Woodard

- Outlined an option along with the County Manager to fill the position held by the Clerk to the Board who is retiring at the end of June. It was suggested that the Board consider splitting his duties into two positions – 1) Administrative Clerk to do the customary duties and work out of the County Manager’s suite. 2) Writer, or media person, to serve in the Public Relations Department to assist Dorothy with a variety of writing assignments. It was suggested that a small sub-set of the Board be part of reviewing the job applications that are submitted and then present the top candidates to the Board for approval, since the Clerk position is a post that is hired by the Board.

At 3:26 p.m., the Dare County Board of Commissioners adjourned the Special Meeting.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Chairman
Dare County Board of Commissioners



DHHS Budget Amendment - Additional Low Income Energy Assistance Program Funding

Description

This is to budget the actual federal funding for the 100% federally funded Low Income Energy Assistance Program. The original budget was based on state estimates. There is no effect on county dollars.

Board Action Requested

Approve amendment

Item Presenter

n/a

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018/2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
St & Fed Aid - Admin.	103026	423001		19,624	
 <u>Expenditures:</u>					
Low Income Energy Assistance	104611	580120		19,624	

Explanation:

This is to budget the actual federal funding for the 100% federally funded Low Income Energy Assistance Program. The original budget was based on state estimates. There is no effect on county dollars.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance (LIEAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

EFFECTIVE DATE: 12/01/2018

AUTHORIZATION NUMBER: 3

ALLOCATION PERIOD

FROM DECEMBER 2018 THRU MAY 2019 SERVICE MONTHS

FROM JANUARY 2019 THRU JUNE 2019 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	675,849.00	675,849.00	0.00	0.00	675,849.00	675,849.00
02	ALEXANDER	140,461.00	140,461.00	0.00	0.00	140,461.00	140,461.00
03	ALLEGHANY	84,928.00	84,928.00	0.00	0.00	84,928.00	84,928.00
04	ANSON	283,768.00	283,768.00	0.00	0.00	283,768.00	283,768.00
05	ASHE	172,464.00	172,464.00	0.00	0.00	172,464.00	172,464.00
06	AVERY	105,797.00	105,797.00	0.00	0.00	105,797.00	105,797.00
07	BEAUFORT	429,855.00	429,855.00	0.00	0.00	429,855.00	429,855.00
08	BERTIE	238,551.00	238,551.00	0.00	0.00	238,551.00	238,551.00
09	BLADEN	295,779.00	295,779.00	0.00	0.00	295,779.00	295,779.00
10	BRUNSWICK	567,971.00	567,971.00	0.00	0.00	567,971.00	567,971.00
11	BUNCOMBE	950,669.00	950,669.00	0.00	0.00	950,669.00	950,669.00
12	BURKE	435,920.00	435,920.00	0.00	0.00	435,920.00	435,920.00
13	CABARRUS	604,103.00	604,103.00	0.00	0.00	604,103.00	604,103.00
14	CALDWELL	430,000.00	430,000.00	0.00	0.00	430,000.00	430,000.00
15	CAMDEN	25,158.00	25,158.00	0.00	0.00	25,158.00	25,158.00
16	CARTERET	238,040.00	238,040.00	0.00	0.00	238,040.00	238,040.00
17	CASWELL	186,087.00	186,087.00	0.00	0.00	186,087.00	186,087.00
18	CATAWBA	398,814.00	398,814.00	0.00	0.00	398,814.00	398,814.00
19	CHATHAM	237,246.00	237,246.00	0.00	0.00	237,246.00	237,246.00
20	CHEROKEE	170,435.00	170,435.00	0.00	0.00	170,435.00	170,435.00
21	CHOWAN	128,551.00	128,551.00	0.00	0.00	128,551.00	128,551.00
22	CLAY	67,681.00	67,681.00	0.00	0.00	67,681.00	67,681.00
23	CLEVELAND	591,111.00	591,111.00	0.00	0.00	591,111.00	591,111.00
24	COLUMBUS	466,522.00	466,522.00	0.00	0.00	466,522.00	466,522.00
25	CRAVEN	446,686.00	446,686.00	0.00	0.00	446,686.00	446,686.00
26	CUMBERLAND	1,600,282.00	1,600,282.00	0.00	0.00	1,600,282.00	1,600,282.00
27	CURRITUCK	60,580.00	60,580.00	0.00	0.00	60,580.00	60,580.00
28	DARE	100,791.00	100,791.00	0.00	0.00	100,791.00	100,791.00
29	DAVIDSON	653,446.00	653,446.00	0.00	0.00	653,446.00	653,446.00
30	DAVIE	111,831.00	111,831.00	0.00	0.00	111,831.00	111,831.00
31	DUPLIN	183,780.00	183,780.00	180,000.00	180,000.00	363,780.00	363,780.00
32	DURHAM	1,059,769.00	1,059,769.00	0.00	0.00	1,059,769.00	1,059,769.00
33	EDGECOMBE	586,232.00	586,232.00	0.00	0.00	586,232.00	586,232.00
34	FORSYTH	1,675,564.00	1,675,564.00	0.00	0.00	1,675,564.00	1,675,564.00
35	FRANKLIN	309,855.00	309,855.00	0.00	0.00	309,855.00	309,855.00
36	GASTON	903,487.00	903,487.00	0.00	0.00	903,487.00	903,487.00
37	GATES	82,029.00	82,029.00	0.00	0.00	82,029.00	82,029.00
38	GRAHAM	60,725.00	60,725.00	0.00	0.00	60,725.00	60,725.00
39	GRANVILLE	178,580.00	178,580.00	0.00	0.00	178,580.00	178,580.00
40	GREENE	194,783.00	194,783.00	0.00	0.00	194,783.00	194,783.00
41	GUILFORD	2,054,335.00	2,054,335.00	0.00	0.00	2,054,335.00	2,054,335.00
42	HALIFAX	653,478.00	653,478.00	0.00	0.00	653,478.00	653,478.00
43	HARNETT	450,560.00	450,560.00	0.00	0.00	450,560.00	450,560.00
44	HAYWOOD	273,765.00	273,765.00	0.00	0.00	273,765.00	273,765.00
45	HENDERSON	349,999.00	349,999.00	0.00	0.00	349,999.00	349,999.00
46	HERTFORD	280,290.00	280,290.00	(30,000.00)	(30,000.00)	250,290.00	250,290.00
47	HOKE	311,671.00	311,671.00	0.00	0.00	311,671.00	311,671.00

Low-Income Home Energy Assistance (LIEAP)

AUTHORIZATION NUMBER: 3

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	48,696.00	48,696.00	0.00	0.00	48,696.00	48,696.00
49	IREDELL	349,473.00	349,473.00	0.00	0.00	349,473.00	349,473.00
50	JACKSON	158,680.00	158,680.00	0.00	0.00	158,680.00	158,680.00
51	JOHNSTON	765,800.00	765,800.00	0.00	0.00	765,800.00	765,800.00
52	JONES	99,855.00	99,855.00	0.00	0.00	99,855.00	99,855.00
53	LEE	195,610.00	195,610.00	0.00	0.00	195,610.00	195,610.00
54	LENOIR	437,784.00	437,784.00	0.00	0.00	437,784.00	437,784.00
55	LINCOLN	256,019.00	256,019.00	0.00	0.00	256,019.00	256,019.00
56	MACON	151,282.00	151,282.00	0.00	0.00	151,282.00	151,282.00
57	MADISON	138,406.00	138,406.00	0.00	0.00	138,406.00	138,406.00
58	MARTIN	235,507.00	235,507.00	0.00	0.00	235,507.00	235,507.00
59	MCDOWELL	349,420.00	349,420.00	0.00	0.00	349,420.00	349,420.00
60	MECKLENBURG	2,939,883.00	2,939,883.00	0.00	0.00	2,939,883.00	2,939,883.00
61	MITCHELL	99,855.00	99,855.00	0.00	0.00	99,855.00	99,855.00
62	MONTGOMERY	143,988.00	143,988.00	0.00	0.00	143,988.00	143,988.00
63	MOORE	292,732.00	292,732.00	0.00	0.00	292,732.00	292,732.00
64	NASH	490,971.00	490,971.00	0.00	0.00	490,971.00	490,971.00
65	NEW HANOVER	932,348.00	932,348.00	0.00	0.00	932,348.00	932,348.00
66	NORTHAMPTON	235,652.00	235,652.00	0.00	0.00	235,652.00	235,652.00
67	ONSLow	666,263.00	666,263.00	0.00	0.00	666,263.00	666,263.00
68	ORANGE	400,619.00	400,619.00	0.00	0.00	400,619.00	400,619.00
69	PAMLICO	73,188.00	73,188.00	0.00	0.00	73,188.00	73,188.00
70	PASQUOTANK	302,899.00	302,899.00	0.00	0.00	302,899.00	302,899.00
71	PENDER	269,861.00	269,861.00	0.00	0.00	269,861.00	269,861.00
72	PERQUIMANS	102,029.00	102,029.00	0.00	0.00	102,029.00	102,029.00
73	PERSON	252,609.00	252,609.00	0.00	0.00	252,609.00	252,609.00
74	PITT	1,034,076.00	1,034,076.00	0.00	0.00	1,034,076.00	1,034,076.00
75	POLK	83,333.00	83,333.00	0.00	0.00	83,333.00	83,333.00
76	RANDOLPH	593,444.00	593,444.00	0.00	0.00	593,444.00	593,444.00
77	RICHMOND	565,797.00	565,797.00	0.00	0.00	565,797.00	565,797.00
78	ROBESON	1,215,491.00	1,215,491.00	0.00	0.00	1,215,491.00	1,215,491.00
79	ROCKINGHAM	622,899.00	622,899.00	0.00	0.00	622,899.00	622,899.00
80	ROWAN	635,953.00	635,953.00	0.00	0.00	635,953.00	635,953.00
81	RUTHERFORD	422,464.00	422,464.00	(60,000.00)	(60,000.00)	362,464.00	362,464.00
82	SAMPSON	402,477.00	402,477.00	0.00	0.00	402,477.00	402,477.00
83	SCOTLAND	353,043.00	353,043.00	0.00	0.00	353,043.00	353,043.00
84	STANLY	328,406.00	328,406.00	0.00	0.00	328,406.00	328,406.00
85	STOKES	183,623.00	183,623.00	0.00	0.00	183,623.00	183,623.00
86	SURRY	513,043.00	513,043.00	0.00	0.00	513,043.00	513,043.00
87	SWAIN	80,870.00	80,870.00	0.00	0.00	80,870.00	80,870.00
88	TRANSYLVANIA	167,246.00	167,246.00	0.00	0.00	167,246.00	167,246.00
89	TYRRELL	42,899.00	42,899.00	0.00	0.00	42,899.00	42,899.00
90	UNION	552,767.00	552,767.00	0.00	0.00	552,767.00	552,767.00
91	VANCE	508,548.00	508,548.00	0.00	0.00	508,548.00	508,548.00
92	WAKE	1,996,127.00	1,996,127.00	0.00	0.00	1,996,127.00	1,996,127.00
93	WARREN	204,203.00	204,203.00	0.00	0.00	204,203.00	204,203.00
94	WASHINGTON	141,449.00	141,449.00	0.00	0.00	141,449.00	141,449.00
95	WATAUGA	165,180.00	165,180.00	0.00	0.00	165,180.00	165,180.00
96	WAYNE	889,275.00	889,275.00	0.00	0.00	889,275.00	889,275.00
97	WILKES	497,391.00	497,391.00	0.00	0.00	497,391.00	497,391.00
98	WILSON	608,116.00	608,116.00	(90,000.00)	(90,000.00)	518,116.00	518,116.00
99	YADKIN	140,587.00	140,587.00	0.00	0.00	140,587.00	140,587.00
100	YANCEY	136,087.00	136,087.00	0.00	0.00	136,087.00	136,087.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	\$ 43,982,501.00	\$ 43,982,501.00	\$ -	\$ -	\$ 43,982,501.00	\$ 43,982,501.00

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 3

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: G18B1NCLIEA & G19B1NCLIEA
Award Date: FFY 2018 & 2019
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law 2018-5 (Senate Bill 99).

These funds cannot be spent until after December 1, 2018.

XS411 Heading: LIHEAP

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE



DATE:

February 12, 2019



*Dare County Department of Health and Human Services
Contract with Advancednetwork Solutions for email encryption*

Description

The Dare County Department of Health and Human Services contracts with Advancednetwork Solutions for email encryption.

By contracting for three years we will save \$444.43. We respectfully request permission to contract with the company for a three year term to benefit from the savings.

Board Action Requested

Approve three year contract term.

Item Presenter

N/A

advancednetwork SOLUTIONS

43720 Trade Center Place, Suite 260, Dulles, VA 20166
 Phone: (703) 444-9700 - Web: www.ansnetworks.com

Agreement

Name / Address
County of Dare Attn: Deborah Parker 954 Marshall Collins Dr Manteo, NC 27954

Date	Estimate #
2/26/2019	0226191409

Project
20190226-Zix-Hosted-ZixGat...

Description	Qty	Cost	Total
Zix Email Encryption Hosted Services - 3 Year Agreement Service Start Date: 05/22/2019 Service End Date: 05/21/2022			
ZixGateway Service (104304) - Up to 119 Users - Zix Hosted - Annual Fee ZixGateway is a policy-based email encryption service for enterprise-wide regulatory compliance. It provides company-wide security, content filtering, and management of outbound corporate email. ZixGateway provides the benefits of a secure messaging gateway without having to create and manage encryption keys, by leveraging the world's largest email encryption directory, ZixDirectory. Plus, it's totally transparent to end users. ZixGateway enables organizations to comply with industry regulations and corporate security policies with built-in lexicons that automatically encrypt messages to meet specific needs including healthcare, finance, and profanity. ZixGateway provides a secure and private channel for email communications between employees, customers, and business partners — or anyone with an email address. Including: ZixPort Custom Branded Portal is a secure messaging service that provides companies with a way to encrypt email communications with their customers and business partners. As a hosted service, branded for each customer, ZixPort does not require additional IT, Web or security infrastructure. ZixPort is based on standard Internet technology; that ensures users can access their secure messages through a variety of Internet browsers. This includes Internet browsers on mobile devices. With ZixPort, customers can customize the look and feel to match their Web site and select from a variety of features to meet their needs. As a hosted solution, ZixPort requires no internal resource support, development time or hardware. And best of all, it's easy for employees, customers and business partners to use.	1	11,550.00	11550.00
***** 3 Year Term ***** Renewal Annual Discount *****	1	-4,659.92	-4659.92

Prices are subject to change. Freight, labor, and/or taxes may be additional. All sales final.

Subtotal

Upon approval, please sign and email to sales@ansnetworks.com

Sign: _____ Print _____

Title: _____ Date: _____

Sales Tax (6.0%)

Total

advancednetwork SOLUTIONS

43720 Trade Center Place, Suite 260, Dulles, VA 20166
Phone: (703) 444-9700 - Web: www.ansnetworks.com

Name / Address
County of Dare Attn: Deborah Parker 954 Marshall Collins Dr Manteo, NC 27954

Agreement

Date	Estimate #
2/26/2019	0226191409

Project
20190226-Zix-Hosted-ZixGat...

Description	Qty	Cost	Total
<p>Terms: This agreement is a three (3) year contract and billed annually in advance of the yearly service period. The renewal term begins 05/22/2019 and ends 05/21/2022.</p> <p>Payment in full for the first year is due prior to the service start date of 05/22/2019. 2nd year payment is due no later than 05/22/2020 and the 3rd and final payment is due no later than 05/22/2021.</p> <p>In the event of additional licenses/users being required, an addendum will be added to this contract reflecting the new number of licenses being serviced. An invoice will be rendered and due upon receipt. Payment can be made by Company Check, or ACH. A 1.5% monthly finance fee will apply on all past due invoices. A service interruption may occur if account balance becomes past due and/or if client is found to abuse and/or misuse, and/or any unlawful use of the hosted system.</p> <p>Any controversy or claim arising out of or relating to this agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Such arbitration or additional relief as may be sought from a court of competent jurisdiction that may be entered into within Loudoun County, VA, by a claim submitted by Advanced Network Solutions and/or by a claim submitted by County of Dare in Dare County, NC.</p>			
Prices are subject to change. Freight, labor, and/or taxes may be additional. All sales final.	Subtotal		\$6,890.08
Upon approval, please sign and email to sales@ansnetworks.com	Sales Tax (6.0%)		\$0.00
Sign: _____ Print _____ Title: _____ Date: _____	Total		\$6,890.08

1/2 3445.04

Same as previous yr



*Dare County Department of Health and Human Services
Public Health Division
Contract with Pharmacy Solutions for Hospice*

Description

The Dare County Department of Health and Human Services, Public Health Division, contracts with Pharmacy Solutions for hospice pharmacy services.

Renewing the contract can be a lengthy process and can result in a lapse in the contract. We respectfully request permission to contract with Pharmacy Solutions for a one year term with four automatic renewal periods with the option to terminate prior to each renewal as per the contract.

Board Action Requested

Approve one year contract with four automatic renewals.

Item Presenter

N/A

HOSPICE PHARMACY SOLUTIONS CUSTOMER AGREEMENT
Contract Version Date: 2018/01/04

THIS HOSPICE PHARMACY SOLUTIONS CUSTOMER AGREEMENT (“Agreement”) is entered into as of 2/7/2019 (“Effective Date”) by and between Hospice Pharmacy Solutions, a Delaware limited liability company, on behalf of itself and its affiliates (referred to herein as the “Company”), and Dare County Home Health Services DBA Dare Hospice a NC , on behalf of itself and its affiliates (referred to herein as the “Client”) (collectively, the “Parties” and each a “Party”).

Client and Company desire to enter into an exclusive agreement pursuant to which Company will provide to Client certain services, as described below and pursuant to the following terms and conditions:

1. Definitions. Certain capitalized terms used in this Agreement and the exhibits hereto are defined in this Agreement and in Exhibit A and incorporated herein by reference.

2. Scope of Services. The Scope of Services provided by Company to Client is set forth in Exhibit B and incorporated herein by reference.

3. Duties, Obligations and Covenants of Client. The duties, obligations and covenants of Client are set forth on Exhibit C and incorporated herein by reference.

4. Compensation; Invoicing and Payment. Payment for all services provided hereunder shall be in accordance with the fee schedule and applicable terms attached hereto as Exhibit D and incorporated herein by reference.

5. Term; Termination.

(a) This Agreement shall be effective for a period of one (1) year from the Effective Date (“Initial Term”) with four one year renewal periods. The Initial Term and for each one-year renewal period may be terminated with proper notice at least ninety (90) days prior to end of any term by either Party. Either Party may terminate this Agreement in the event of a material breach by the other Party upon thirty (30) days’ written notice to the other Party; provided however, that if the breach is cured within thirty (30) days of the termination notice, the termination shall not be effective. In the event that Client does not provide 90 days notice of termination, this Agreement will remain in effect and Company will continue to process claims to ensure patient continuation of services.

(b) In the event of termination of this Agreement for any reason, Company shall continue to process electronically-submitted claims that are received prior to the termination date. Client shall remain liable for all fees incurred through the periods described in this Section and shall make full payment within five (5) business days of termination and within ten (10) business days for any post termination invoices. Client shall also be responsible for the following expenses at Company’s prevailing rates: (i) forwarding prescription related data or claims to any new vendor, (b) production and distribution of communication materials requested by Client and/or new vendor, (c) programming requirements for new vendor, and (ii) special reports requested by Client. Any such fees will require prior approval by Client.

6. Required Notifications. Each Party shall notify Company within three (3) days of the events listed below. Failure to do so shall constitute an incurable material breach of this Agreement.

(a) Legal Actions. Client Parties shall notify Company of any criminal investigation, or an action asserted, or claimed or filed against Client or any its employees for violating state or federal laws pertaining to the Pharmacy Services.

(b) Change in Business. Client and its officers, directors, employees, agents, members and managers shall notify Company of any material, adverse change in Client's financial condition or business operations.

(c) Licensure Actions. Client shall notify Company of the suspension or revocation of any license, certification or accreditation of Client material to this Agreement.

(d) Insurance. Client shall notify Company of any cancellation or modification of insurance coverage that Client must maintain pursuant to Section 8(e) of this Agreement.

(e) Liquidation. Client shall notify Company of the commencement of any proceeding to liquidate, wind up, reorganize, or seek protection, relief or a consolidation of Client's debt under a law relating to insolvency, reorganization or relief from debtors, or seeking the appointment of a receiver or trustee.

7. Intellectual Property.

(a) Client acknowledges that Company's Intellectual Property Rights shall remain the sole and exclusive property of Company. Company reserves all rights with respect to its Intellectual Property Rights, which shall include the right to license the use of its Intellectual Property Rights. Client shall not include any Intellectual Property Rights without Company's prior written consent. If Client uses any such name, Client shall, immediately upon the expiration or earlier termination of this Agreement, immediately discontinue all use and display thereof.

(b) Company shall not use Client's name, logo, trade name and/or trade designation without prior written consent from Client.

8. Limited Liability; Indemnification; Insurance.

(a) Company makes no representations or warranties, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose for the prescription drugs provided under this Agreement. In no event shall Company or its subcontractor(s), or County be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits (regardless of how characterized and even if such party has been advised of the possibility of such damages) under or in connection with this Agreement, any services provided by Company or its subcontractor(s) under this Agreement, regardless of the form of action (whether contract, tort, negligence, strict liability, statutory liability or otherwise).

(b) Company shall defend, indemnify and hold harmless Client and the Client Parties, from and against any and all Indemnified Amounts incurred by any Client Parties relating to Company's negligence or misconduct, except to the extent such Indemnified Amounts are due to the negligence or misconduct of any Client Party. Client shall, to the extent permitted by law and without waiving any defenses, defend, indemnify and hold harmless Company and the Company Parties, from and against any and all Indemnified Amounts incurred by any Company Parties relating to Client's negligence or misconduct or any plan design issues, except to the extent such Indemnified Amounts are due to the negligence or misconduct of any Company Party. The Party seeking indemnification shall notify the other Party in writing within thirty (30) days of the assertion of any claim, or the commencement of any action or proceeding for which indemnity may be sought

under this Agreement. Failure to notify the other Party shall result in the waiver of indemnity rights with respect to such claim, suit, action or proceeding to the extent such failure to notify the other Party adversely affects the other Party's interest. The Parties shall cooperate with each other in the defense and settlement of any such claim, action or proceeding.

(b) Liability of Company under Section 8(b) above in any and all categories and for any and all causes of action arising out of this Agreement, whether in contract or tort, shall, in the aggregate, not exceed one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Liability of Client under Section 8(b) above in any and all categories and for any and all causes of action arising out of this Agreement, whether in contract or tort, shall, in the aggregate, not exceed one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate; provided however Client shall remain liable for outstanding undisputed invoiced services notwithstanding the above. Under no circumstance shall either party be responsible to pay any of the legal fees, filing fees, or any cost incurred by the other party except that Client is responsible to reimburse all legal fees and other costs associated with collecting payments due to it under this Agreement.

(c) Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Company or any reviewing pharmacist be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits (regardless of how characterized and even if such party has been advised of the possibility of such damages) under or in connection with this Agreement, any medication review services, regardless of the form of action (whether contract, tort, negligence, strict liability, statutory liability or otherwise).

(d) Each Party shall maintain general and professional liability insurance with policy limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Such insurance shall be on an "occurrence" basis if available; provided, however, in the event such insurance is maintained on a claims-made basis, upon expiration or cancellation for any reason, the party shall obtain an extended reporting endorsement or "tail coverage" if such coverage is required. Company shall be listed as an additional insured on Client's insurance policies on a primary and non-contributory basis and all insurance policies shall include a waiver of subrogation. Each party shall furnish evidence of such coverage to the other party, upon that party's request, in the form of a certificate of insurance, which shall provide for thirty (30) days' advance notice to the other of cancellation or any material change to the insurance. This Section shall survive termination and continue for the applicable statute of limitations period.

(e) Survival. This Section 8 shall survive termination of this Agreement.

9. Criminal Background Checks. Company has conducted criminal background checks on all Company employees who have or will have direct or indirect patient contact or access to patient records and will conduct criminal background checks prior to the first day of employment of any and all new Company employees who have or will have direct or indirect patient contact or access to Patient records. Criminal background checks will be conducted by Company and will be administered in accordance with applicable state and/or federal laws.

10. Confidentiality.

(a) Client and Company shall not disclose to any third party any Confidential Information except to the extent: (i) the information was already known by or available to the receiving party prior to the disclosure by the other party on a non-confidential basis; (ii) the information is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; (iii) the information is required to be disclosed

as part of a judicial process, government investigation, legal proceeding or other similar process; or (iv) the information has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement or other similar obligation. If either Party is required to disclose the Confidential Information of the other Party as part of a judicial process, government investigation, legal proceeding, or other similar process, such Party, if it is reasonably possible to do so, shall give such prior written notice to the other Party to allow the other Party to seek an appropriate protective order or modification of any disclosure. Client shall not use Confidential Information in any way to compete, directly or indirectly, with Company or to solicit any of Company's employees, contractors, or other clients and customers. The parties agree to entry of injunctive relief for any violations of these restrictive covenants.

(b) Compliance with laws and regulations. Both Parties agree that all information relating to prescriptions and other records identifying patients or providers shall be treated by all Parties as Confidential Information except to the extent that disclosure may be required under State or Federal law or regulation. Each party agrees to comply with all state and federal laws and regulations relating to privacy and security of personally identifiable health information applicable to such party's obligations under this Agreement including, without limitation, any and all regulations issued under HIPAA. Each party shall cooperate with the other in doing what is reasonably necessary, including executing all documents reasonably requested by the other party, to comply with all such state and federal laws and regulations. In addition, in accordance with the Standards for Privacy and Security of Individually Identifiable Health Information, Company shall adhere to the requirements for Business Associates as set forth in Exhibit E.

(c) Remedies. Because it is likely impossible to fully measure the injury that will be caused by a breach or threatened breach of the confidentiality provisions of this Agreement, each party waives the claim or defense that the other party has an adequate remedy at law. Each party shall be entitled to injunctive relief to enforce this Agreement upon posting a one hundred dollar (\$100) cash bond, without prejudice to any other remedy that such party may have at law or in equity, and the prevailing party in such litigation shall be entitled to recover all reasonable expenses of litigation, including but not limited to reasonable attorneys' fees.

(c) Notification of Disclosure/Use. Each Party shall notify the other immediately if it gains knowledge of any unauthorized use or disclosure of the other's Confidential Information.

(d) Survival. This Section 10 shall survive termination of this Agreement.

11. Miscellaneous Provisions.

(a) Assignment. Except as provided in the last sentence of this section, this Agreement and/or any of the Parties' respective rights or obligations hereunder may not be assigned or transferred by either Party without the prior written consent of the other Party. This Agreement shall, however, be binding on any assignees, delegees or successors in interest to the Parties to the Agreement. The term "successors" shall include any entity: (i) that acquires all or substantially all of the assets of any Party to this Agreement; (ii) that acquires a majority of the outstanding voting securities of any Party to this Agreement; (iii) that results from the consummation of a reorganization, recapitalization or similar restructuring of any Party to this Agreement; or (iv) that is the surviving entity resulting from a merger, consolidation or similar business combination with any Party or any affiliate of any Party to this Agreement.

(b) Compliance with Law. Each Party shall comply with the provisions of all applicable federal, state and local laws and regulations in connection with the subject matter of this Agreement and

shall be responsible for accurately reporting the payments and discounts provided under this agreement in accordance with their respective obligations under any applicable law. Neither party shall make payments or perform any services under this Agreement that would be prohibited by law. No part of this Agreement shall be construed to induce or encourage the referral of Patients, and no payment made pursuant to this Agreement or any other agreement between Company and Client shall be construed to induce the purchase, lease, order or arrangement for the furnishing of healthcare products or services. Further, it is the intention of the parties that the performance of this Agreement will fully comply with any applicable provisions of Section 1128B (b) of the Social Security Act (42 U.S.C. §1320a-7b (b) (the federal anti-kickback statute), safe harbor regulatory provisions thereunder to the extent applicable, and any similar state laws.

(c) Force Majeure. Except for payment obligations, neither Party shall be liable for failure or delay of performance arising from an act of nature or other events beyond reasonable control of the Parties and without their respective fault or negligence, such as the acts of a regulatory agency, fires, floods, explosions, strikes, labor stoppages, and acts of war or rebellion.

(d) Entire Agreement. This Agreement and the exhibits hereto constitutes the entire understanding between the Parties with respect to the business relationship provided for herein, and all prior or contemporaneous agreements, understanding, representations and statements, are merged into this Agreement.

(e) Choice of Law, Jurisdiction and Venue. This Agreement is governed by, and will be construed and enforced under North Carolina law, without regard to conflicts of law principles. Both Parties agree to submit to the exclusive jurisdiction of the courts of North Carolina for any lawsuit arising from or connected in any way to this Agreement, and that the state and district and/or county courts in North Carolina shall be the exclusive venue for such disputes.

(f) Severability. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability, shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(g) Waiver. Either Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other for which such consent is required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

(h) Amendments. This Agreement may only be amended, modified or supplemented by a written document executed by both Client and Company.

(i) Due Execution. Client and Company represent that the person executing this Agreement on its behalf have the right, power, legal capacity and authority to execute this Agreement and to bind the Party for whom they are signing. Further, Client hereby represents and warrants that it has the full power and authority on behalf of each of its Affiliates to (i) execute and deliver this Agreement, (ii) perform the transactions to be performed under this Agreement, (iii) execute and deliver any amendment or waiver under this Agreement, and (iv) agree to resolution of all claims hereunder.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(k) Notices. Any notice given under this Agreement shall be deemed received if in writing, and if sent by hand delivery, overnight courier that provides confirmation of delivery, or certified mail, return receipt requested, to the applicable party at its address set forth with its signature to this Agreement, or to such other address or to the attention of such other person as either party may designate in writing pursuant to this Section. Mailed notices shall be deemed received three (3) business days following mailing.

(l) No Third Party Beneficiaries. Except as otherwise set forth in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

(m) Cost Reporting. If the cost or value of services provided under this Agreement equals or exceeds ten thousand dollars (\$10,000) over a twelve month period and if applicable and required by law, Company shall, upon request, make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to prove the nature and extent of the costs of the services provided pursuant to the terms of this Agreement in accordance with 42 CFR, Part 420, 300.

(n) Relationship of Parties. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, or representative of the other, except as specifically provided herein.

(o) No Rule of Construction. No rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against any party by reason of that party's role in drafting the language.

(p) Exclusivity. As of the Effective Date, unless disclosed by Client on Exhibit B hereto, Client may not use any other PBM or pharmacy related services such as those provided by Company to Client as described in this Agreement. Furthermore, the Client may not use a pharmacy who is a participant in the Company's pharmacy network outside this Agreement. Regardless of the forgoing, this subsection will not prohibit Client from directly contracting with any pharmacy with which Company cannot secure a pharmacy network arrangement within thirty (30) days after written request by Client.

12. Exhibits. The following exhibits are made a part of this Agreement:

- Exhibit A – Definitions
- Exhibit B – Services; Additional Services; Clinical Services
- Exhibit C – Duties, Obligations and Covenants of Client
- Exhibit D - Fee Schedule; Invoicing and Payment
- Exhibit E – Business Associate Provisions
- Exhibit F – Medical Review Services

If there are any terms and conditions contained in any exhibit attached hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of the exhibit shall govern.

The Parties have caused this Agreement to be duly executed on their behalf as of the date set forth in the introductory paragraph of this Agreement.

Signature: _____

Date: _____

Name: Sheila F Davies

Title: Health & Human Services Director

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

Delrene L. Seegott, Deputy Finance Officer

Sheila F. Davies, PhD
Dare County Home Health Services DBA Dare Hospice
109 Exeter Street
Manteo, NC 27954

Signature: Len Schiavone
Digitally signed by Len Schiavone
DN: cn=Len Schiavone, o=Hospice Pharmacy Solutions,
ou=Hospice Pharmacy Solutions,
email=lschiavone@hospicepharmacyolutions.com, c=US
Date: 2019.02.02 21:44:39 -0500

Date: 2-7-2019

Name: Len Schiavone

Title: President

Len Schiavone, President of Hospice
Hospice Pharmacy Solutions
2201 North Central Expressway Suite 250
Richardson, TX 75080

As the [*Chief Executive Officer/Chief Financial Officer/Administrator*] of Client, I agree that I am obligated to notify Company in the event there is an adverse event or a change in the operations of the Client that will in any way impact this Agreement and Client's ability to fulfill its obligations pursuant to this Agreement.

Exhibit A

DEFINITION OF TERMS

In addition to those terms defined in the Master Services Agreement to which this Exhibit is attached, the following definitions will apply to such Agreement and all Exhibits attached thereto:

AVERAGE WHOLESALE PRICE or AWP means the average wholesale price of a prescription drug as set forth by Medi-Span on the date dispensed.

BENEFIT TERMINATION DATE means the date, following delivery of written notice by Client to Company, on which a Patient's eligibility to obtain Pharmacy Services in accordance with the terms of his Agreement ceases or terminates.

BRAND DRUG, *see*, GENERIC DRUG.

CLIENT PARTIES means Client and each of its officers, directors, employees, agents, members, and managers.

COMPANY PARTIES means Company and each of its officers, directors, employees, agents, members, and managers.

COMPOUNDED DRUG means a drug that has the ingredients of a drug have been combined, mixed, or altered to create a medication tailored to the needs of an individual patient.

CONFIDENTIAL INFORMATION means any and all confidential or proprietary information that in any way relates to the other Party, or its business operations, including but not limited to, any policies, procedures, reports, systems, software, methods,

DISPENSING FEE means the monetary amount acknowledged by agreement between Client and PBM as the standard fee charged to Client for the filling of a single prescription.

EFFECTIVE BRAND RATE means the Brand Drug's AWP less the discount specified in the Pricing Methodology in Exhibit D. A Brand Drug shall not qualify for the Effective Brand Rate if obtained from (1) pharmacies with "most favored pricing" obligations, (2) pharmacies added to HPS's network of Participating Pharmacies at rates higher than HPS's standard pharmacy rates, or (3) in-house or Client-owned pharmacies.

EFFECTIVE DISPENSING FEE means the agreed-upon dispensing fee charged to Client by HPS under the Pricing Methodology in Exhibit D. The Effective Dispensing Fee shall not replace the actual dispensing fee charged to HPS by (1) pharmacies with "most favored pricing" obligations, (2) pharmacies added to HPS's network of Participating Pharmacies at rates higher than HPS's standard pharmacy rates, or (3) in-house or Client-owned pharmacies.

EFFECTIVE GENERIC RATE means the Generic Drug's AWP less the discount specified in the Pricing Methodology in Exhibit D. A Generic Drug shall not qualify for the Effective Generic Rate if obtained from (1) pharmacies with "most favored pricing" obligations, (2) pharmacies added to HPS's network of Participating Pharmacies at rates higher than HPS's standard pharmacy rates, or (3) in-house or Client-owned pharmacies.

ELIGIBLE PATIENT or PATIENT: means any individual who is enrolled in one of Client's hospice programs and whose name and related eligibility information is provided to Company as a patient of Client who is entitled to Pharmacy Services under a Plan.

GENERIC DRUG means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient. The designation of a product as "brand" or "generic" (i) for purposes of reporting, claims processing and benefit administration, is determined by the Medi-Span Master Drug Pricing Source listing as "M, N, O, or Y" or other industry comparable database and (ii) for purposes of pricing guarantees outlined in proposal, brand drugs are those drugs with a Medi-Span Master Drug Pricing Source listing as "M, N, or O" and generic drugs are those drugs with a Medi-Span Master Drug Pricing Source listing as "Y" , and subject to the following standard policies: generic drugs that have an exclusive pharmaceutical manufacturer, typically referenced by the industry as Single Source Generics will only be individually priced as a Brand Drug during their exclusivity period which cannot exceed six (6) months.

HIPAA means the Health Insurance Portability and Accountability Act as amended by the Health Information Technology Economic and Clinical Health Act.

INDEMNIFIED AMOUNTS means claims, liabilities, damages or expenses of any kind (including reasonable attorneys' fees and disbursements).

INTELLECTUAL PROPERTY RIGHTS means the trademarks, trade names, service marks and other trade designations Company uses, whether now or in the future, in connection with the pharmacy services and any other services sold or licensed by Company.

MAXIMUM ALLOWABLE COST or MAC means the maximum allowable cost for certain drugs as established by the Company for the Client.

MEDI-SPAN means the Medi-Span Master Drug Data Base, including supplements thereto and any other similar nationally recognized drug pricing reference which Company may selection from time to time.

MULTIPLE SOURCE DRUG means a drug marketed or sold by two or more manufacturers or labelers, or a drug marketed or sold by the same manufacturer or labeler under two or more different proprietary names or both under a proprietary name and without such a name.

PARTICIPATING PHARMACY means the pharmacies with which Company contracts to provide Pharmacy Services.

PBM means pharmacy benefit manager.

PHARMACY SERVICES means the prescription drug services provided to any Patient requiring such services hereunder.

PLAN means Client's written care plan for each Eligible Patient.

SINGLE SOURCE GENERICS, *see*, GENERIC DRUG.

THIRD PARTY AGREEMENTS means various agreements, contracts or understandings between Company and any reviewing pharmacists for the purpose of providing medication review services.

USUAL AND CUSTOMARY means the price at which a pharmacy service is available for sale to the cash paying public at the individual Participating Pharmacy providing said pharmacy service.

Exhibit B

SERVICES

1. Services. Company shall be solely responsible for exclusively managing Client's prescription benefit administration related to Client's Patients. Pharmacy services provided hereunder may be provided only with the express authorization of Client, and in accordance with the Patient's plan. Client retains the professional management responsibility of the Patient. The services to be provided by Company hereunder include the provision of the following products and services in accordance with the plan design features provided to Company by Client:

(a) Pharmacy. Company shall:

(i) Provide a network of pharmacies that meet the requirements set forth in this Agreement to service Patients; and

(ii) Process electronic and paper prescription claims and make payments to participating pharmacies.

(iii) Assist Client in managing its prescription program for its Patients, which may include the development of a drug formulary specifically for its Patients, which shall be determined based on arms' length price terms and as agreed to by Client. Any drug formulary shall encourage utilization of Generic Drugs and the cost effective use of Brand Drugs, consistent with medical judgement of prescribing professionals and improving health outcomes and the quality of care for Patients. Client acknowledges that Company may receive rebates, discounts or other price concessions in connection with drugs on the formulary, receipt of which will assist Company in maintaining or reducing the prices to Client for prescription drugs for its Patients. Rebates received by Company are not conditioned upon and are not intended to influence or induce the ordering, arranging for, the purchase or inclusion on any formulary of any prescription drugs for Patients or non-hospice patients. Company shall retain the responsibility for determining the formulary applicable to Patients.

(b) Call Center. Company shall provide a call center for Client that is operated twenty-four (24) hours per day, seven (7) days per week. Company shall provide one or more designated toll free numbers for the call center.

(c) Reports. Company shall provide management reports to Client detailing drug utilization for Client's Patients as Client may reasonably request.

(d) Communications. Company shall provide the following materials to Clients for use by Client as it deems appropriate: (i) standard identification cards for use within the pharmacy network, which shall include Company's name and toll-free number for customer service and other required billing information; and (ii) Company's standard patient profile and fax cover sheet.

(e) Personnel. Company shall ensure that all personnel of Company are and will continue to be throughout the term of this Agreement legally authorized to perform applicable services under this Agreement in accordance with state, federal and local law and that such personnel act only within the scope of their applicable state licenses, certifications and registrations. Company represents and warrants that it and its personnel are duly licensed and will remain duly licensed during the term of this Agreement without restriction under applicable state licensure laws and certified as applicable by Medicare and

Medicaid. Company represents and warrants that it and its personnel are eligible and will remain eligible throughout the term of this Agreement to participate in Medicare, Medicaid and other federal health care programs and have never been excluded from participation in any federally funded health care program, including, without limitation, Medicare or Medicaid; and have not been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law. Company shall immediately notify Client of any threatened, proposed, or actual loss of any required license, certification or registration or exclusion from any government program, including, but not limited to, Medicare or Medicaid, of itself, its personnel or its affiliates. Company shall immediately cease to use for the provision of services to Client any Company personnel who have been excluded from any federal health program or no longer possess the necessary qualifications, certifications, registrations or licenses required by federal, state, and/or local laws to provide services under this Agreement (in the case of such licensure, qualifications, certifications, or licenses, until such time as the same have been duly reinstated).

2. Additional Services - Company will provide, or through its network of pharmacies ensure provision of, the following Additional Services at no additional cost to Client:

(a) Twenty-four (24) hours per day, seven (7) days per week access to staff of clinical pharmacists for ad hoc Clinical Services (the frequency of which will not exceed limits set by the Company). Intensive Clinical Services may be available to Client at a cost set forth on Exhibit D and G;

(b) Monthly drug efficiency analysis;

(c) Assist Client with the instruction of patients and caregivers regarding specific drug therapies and appropriate outcomes of such therapies, and as necessary, consult with interdisciplinary team, upon reasonable request, on appropriate drug therapies;

(d) Assist Client with providing information regarding safe and appropriate use of drugs to other health professionals; and

(e) Access to Participating Pharmacies that are available on a 24-hour basis and that (i) maintain sufficient personnel who have the requisite training, skills and experience to meet this obligation, and (ii) oversee the drug control systems including receipt of prescriptions, storage of medications, preparation of drugs, labeling of prescriptions, distribution and dispensing of medications prescribed by the attending physician or medical director.

3. Medication Review Services. Company will provide medication review services to Client as described in the Medical Review Services Addendum, set forth as Exhibit F and D.

4. Notwithstanding anything to the contrary set forth in the Agreement or this Exhibit B, the Parties acknowledge and agree that Company will have the right, in its sole and absolute discretion, to enter into Third Party Agreements. The Third Party Agreements may include provisions whereby Company and any reviewing pharmacist: (i) has the right to exercise professional judgment in connection with the performance of any professional services including, without limitation, medication review services; and (ii) is obligated to maintain appropriate federal and/or state licenses. Notwithstanding the foregoing, Company will not have any obligations whatsoever under this Agreement to procure any such terms and conditions in the Third Party Agreements, and will have no liability to Client or its Patients for any Claims sustained or allegedly sustained as a direct or indirect result of Company's procurement or omission of any such terms.

5. Forged or Incorrect Information. Company and its Participating Pharmacies will not be required to detect, nor be responsible for any Claims resulting therefrom, (i) any forged or altered identification or

(ii) any forged or altered prescriptions (including, without limitation, identifying when a prescription was written by anyone other than a physician); provided, however, that Company will promptly notify Client of any such forgery or alteration of identification or prescription that is readily apparent to Company's or its Participating Pharmacy's responsible pharmacist, with the exercise of ordinary diligence, at the time the corresponding Pharmacy Services were provided.

6. Subcontractors, etc. Company may provide services under this Agreement through subcontractors. Company may also hold contracts directly or indirectly with the manufacturers of prescription drugs that are dispensed hereunder. As set forth above, the contractual terms of arrangements with subcontractors, manufacturers, or other entities may entitle Company to receive rebates, price concessions, or discounts in connection with prescription drugs, or for other products or services that are the subject of this Agreement. Rebates received by Company are not conditioned upon and are not intended to influence or induce the ordering, arranging for, the purchase or inclusion on any formulary of any prescription drugs for patient or non-hospice patients. Any recommendations to formularies or for specific medications shall be independent of any such arrangements.

7. Agreements with Pharmacies. The Parties acknowledge and agree that Company or its agent will have the right, in their sole discretion, to enter into agreements with its participating pharmacies. Neither Company nor its agent will have any obligation whatsoever under this Agreement to procure any specific terms and conditions in agreements with participating pharmacies and will have no liability to Client or any Patient for any Claims sustained or allegedly sustained as a direct or indirect result of Company's or its agent's procurement or omission of any specific contract terms with participating pharmacies.

Exhibit C
DUTIES, OBLIGATIONS AND COVENANTS OF CLIENT

1. During the term of the Agreement, Client will comply with each and all of the following duties, obligations and covenants described below:

(a) Patient Plans. Client acknowledges that it has the sole authority to design, amend, control and administer each Patient's Plan.

(b) Offer Prescription Benefits.

(i) Client will offer to all Patients the prescription drug benefits administered by Company in accordance with this Agreement.

(ii) Client will have exclusive authority and responsibility for account management of all Patient Plans. Company shall, at the reasonable request of Client, support Client's account management teams in the support of the Plans for Patients.

(iii) Client acknowledges its sole responsibility for the initial and ongoing Patient assessment, professional medical management, care coordination and continuity of pharmaceuticals obtained through the Company pharmacy networks, and any other medical treatment provided to Patient. Client further acknowledges that Company shall make no treatment decisions related to Patient care.

(c) Patient Information. Prior to Client ordering any Pharmacy Services hereunder, Client will submit to Company legible and complete enrollment documentation for each Patient, including, without limitation, the name, patient identification number, date of birth, group number, gender and drug or medication list expressly identifying all covered and non-covered drugs or medications currently prescribed in paper or electronic format acceptable to Company. Company shall not be responsible for any Claims filled or processed for any ineligible patients due to incorrect or untimely information provided by Client.

(d) Client agrees to provide Company with all contemporaneous information reflecting any additions, modifications or deletions have been made to any Patient's eligibility or covered prescriptions. If Client fails to provide Company with any Patient's information, any additional, modified or terminated Patient information or with any Patient's Benefit Termination Date strictly in accordance with this Section, Client hereby (i) assumes all claims, damages and/or liabilities resulting directly or indirectly therefrom and (ii) agrees to timely pay Company for all pharmacy services provided to or on behalf of any such Patient or individual who has failed to qualify or no longer qualifies as a Patient under the terms and conditions set forth in this Agreement.

(e) Medical Care. Client is solely responsible for all professional medical management, care coordination, continuity of pharmaceuticals, and all medical treatment provided to Eligible Patients. Client shall retain complete responsibility for all patients and family units; shall exercise its professional and administrative management responsibility for Pharmacy Services as required by federal and state laws, including Medicare laws and regulations; shall be responsible for implementing this Agreement and ensuring adherence to the Plan established for each Eligible Patient.

(f) Orientation and Training. Client shall ensure that Company's staff who have contact with patients and families receive orientation about the hospice philosophy and receive all other in-service

training required by federal and/or state law. Company's staff shall receive in-service training and education programs as necessary to facilitate the provision of safe and effective care to Client's patients.

(g) Compensation for Pharmacy Services. Client is solely responsible for compensating Company and Participating Pharmacies for covered Pharmacy Services.

Exhibit D
FEE SCHEDULE; INVOICING AND PAYMENT

1. Fee Schedule.

(a) Subject to the terms and conditions of the Pharmacy Services Agreement to which this Exhibit is attached, Client shall timely pay to Company, the network formula shown in this Exhibit for each Pharmacy Service provided to a Patient.

FOR BRAND DRUGS: Effective Brand Rate, if applicable, which shall be Average Wholesale Price of ingredients, less 10%.

Plus: an Effective Dispensing Fee of \$2.75 per prescription.

FOR GENERIC DRUGS: Effective Generic Rate, if applicable, which shall be Average Wholesale Price of ingredients, less 30%.

Plus: an Effective Dispensing Fee of \$2.75 per prescription.

COMPOUNDED DRUGS: According to the Company's Maximum Allowable Cost.

MEDICATION REVIEW SERVICES: are (\$0) per patient day as reported to Company by client by the fifth of each month. Monthly utilizing members will be used if the patient days are not reported to the company by the client by the fifth of each month.

CLINICAL SERVICES: Client pays a fee of \$0.00 per patient per day based on Exhibit G.

REPORTING SERVICES: Client pays a fee of \$0.00. This includes all routine reporting including CMS required reports like CR 8358 and any potential future changes needed.

(b) Company may modify or amend the financial provisions of this Agreement upon thirty (30) days written notice in the event of (i) any government imposed or industry wide change that would impede Company's ability to provide the services and discounts described in this Agreement, (ii) a change in the rates Company is invoiced for pharmacy network services upon which the financial provisions included in this Agreement are based; (iii) a change in the scope of services to be performed under this Agreement, or (iv) changes are made to the methodology by which Average Wholesale Price is calculated or reported by pharmaceutical manufacturers; provided, however, that Client shall have the right to terminate this Agreement upon thirty (30) days written notice after it receives such modification or amendment.

2. Credit Application and Review. The terms set forth in this Agreement are subject to Client's provision of adequate documentation to determine allowable credit, including Client's completion of Company's credit application process and provision of acceptable credit references. Following an initial review of the credit application and trade reference checks, additional items that may be required include, but are not limited to, financial statements, a personal guaranty, or a cash deposit. Payment terms are subject to revision at any time in the sole discretion of the Company based on any changes in the Client's credit profile.

3. Invoicing and Payment.

(f) Prior to the Effective Date, Client shall pay a deposit to Company in the amount of \$0.00. Such deposit will be refunded to Client within thirty (30) days following the termination of this Agreement if all undisputed outstanding invoices have been paid in full. Company may apply the deposit to any unpaid invoices after thirty (30) days following termination of this Agreement for any reason.

(g) Client will pay each invoice in full via Automated Clearing House initiated by the Company on the Net 15 calendar day after Company's delivery of any such invoice to Client. If Company does not receive payment in full within Net 15 calendar days after Company's delivery of any invoice to Client, in addition to any and all other remedies available to Company under this Agreement, Company will have the right to immediately suspend the provision of services hereunder or terminate this Agreement. Invoices that are not paid in full by Client within Net 15 calendar days from date of statement delivery may bear a late fee of one and one-half percent (1.5%) of the total unpaid invoice balance, plus accumulating interest on the unpaid balance at a rate equal to the greater of (i) twelve percent (12%) per annum, or (ii) the maximum rate permitted by applicable law. Client shall reimburse Company for all legal fees and other costs associated with collecting payments due to Company under this Agreement.

(h) Client shall fully indemnify, hold harmless, and defend Company in the event that any Participating Pharmacy seeks reimbursement directly from Company for the provision of Pharmacy Services to Patients as provided in this Agreement in circumstances where Company has not received payment for the provision of such Pharmacy Services. If Client withholds fees or payment for Pharmacy Services due, Company has the right to offset such payables against any claim credits that may be due to Client.

(i) Client may request the Company to utilize a specific Pharmacy to provide pharmacy services to Client and its Patients. Client acknowledges and agrees that if any such Pharmacy selected by Client refuses to accept the reimbursement rate required by Company, demands a higher reimbursement rate than those pharmacies selected by Company and/or refuses to become one of Company's participating pharmacies, any increase in cost shall be passed to Client. Client may always elect to not use the network pharmacy requiring this higher rate at its sole discretion.

(j) For each claim, Client shall reimburse Company for all actual expenses Company incurs to the Participating Pharmacy for all Pharmacy Services, including, but not limited to, any delivery charges, after-hour charges, infusion pump and supply charges, custom NDC charges, and any sales, use or other tax or assessment.

(k) Company may arrange for courier services and/or home delivery for Patients of Client. Client shall be responsible for the payment of any costs for courier delivery fees or to reimburse Company, as determined by Company.

(g) If a Patient is terminated retroactively, Client remains obligated to pay Company for any Pharmacy Services provided hereunder that would otherwise have been appropriate and compensable hereunder to Company.

4. Right to Adjust. If, after the effective date of the Agreement: (a) a material change to the pricing in the parties' contracted source of AWP occurs, (b) a material change to the formula,

5. methodology, algorithms, or manner in which AWP is calculated or reported occurs, (c) a material change where the pricing source ceases to be published for the prescription drugs covered under this Agreement, or (d) a state or the federal government imposes or alters, in a reasonably material way, the pricing source or the manner in which the pricing source governing the Agreement is calculated, then Company reserves the right to recalculate and adjust the pricing at the time such change is effective so that Company is returned to its economic position that existed immediately prior to such change.

Exhibit E
BUSINESS ASSOCIATE PROVISIONS

THIS BUSINESS ASSOCIATE ADDENDUM (the “Addendum”) supplements and is made a part of the existing contract (the “Agreement”), by and between Company (“Business Associate”) and Dare County Home Health Services DBA Dare Hospice (“Covered Entity”).

WITNESSETH

WHEREAS, Business Associate provides services to Covered Entity pursuant to the Agreement and, in connection with those services, the Covered Entity may disclose to Business Associate certain information (“Protected Health Information” or “PHI”) that is subject to protection under HIPAA.

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with HIPAA; and

WHEREAS, the parties desire to enter this Addendum to memorialize their obligations with respect to the “Standards for Privacy of Individually Identifiable Health Information” (“Privacy Rule”) and the security regulations (“Security Rule”), promulgated pursuant to HIPAA, as well as any obligations arising from changes made to HIPAA or the Security Rule and Privacy Rule pursuant to the American Recovery and Reinvestment Act of 2009 or subsequent legislation or regulations.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions. Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in HIPAA (and any implementing regulations thereof) as currently drafted and as are subsequently updated, amended, or revised.

Breach. As defined by 45 C.F.R. §164.402, Breach means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under the Privacy Rule which compromises the security or privacy of PHI. The term does not include any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Business Associate if such acquisition, access, or use was made in good faith and within the course and scope of employment or other professional relationship of such employee or individual and such information is not further accessed, acquired, used or disclosed by any person.

Disclosure. As currently defined by 45 C.F.R. §160.103, and subject to being subsequently updated, amended, or revised, Disclosure means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

Electronic PHI (“ePHI”). As currently defined by 45 C.F.R. §160.103, and subject to being subsequently updated, amended, or revised, ePHI is PHI in electronic form and that is created, received, stored, or otherwise used by Business Associate on behalf of Covered Entity.

Individual. As currently defined by 45 C.F.R. §160.103, and subject to being subsequently updated, amended, or revised, Individual is the person who is the subject of the PHI and shall include a person who qualifies as a Personal Representative in accordance with 45 C.F.R. § 164.502(g).

Individually Identifiable Health Information. As currently defined by 45 C.F.R. §160.103, and subject to being subsequently updated, amended, or revised, Individually Identifiable Health Information

is information, including demographic information, created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected Health Information (PHI). As currently defined by 45 C.F.R. §160.103, and subject to being subsequently updated, amended, or revised, PHI is Individually Identifiable Health Information that is transmitted or maintained in any form, including as ePHI, and that is created, received, stored, or otherwise used by Business Associate on behalf of Covered Entity.

Secretary. As currently defined by 45 C.F.R. §160.103, and subject to being subsequently updated, amended, or revised, Secretary means the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

Security Incident. Security Incident shall have the meaning defined in the Security Rule, 45 C.F.R. §164.304.

Use. As currently defined by 45 C.F.R. §160.103, and subject to being subsequently updated, amended, or revised, Use means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

2. Obligations of Business Associate. Pursuant to the Agreement, the Business Associate provides services for Covered Entity that may involve the receipt or creation of individually identifiable health information pertaining to patients of Covered Entity which is deemed PHI. Business Associate agrees, except as otherwise provided herein, only to Use or Disclose the PHI as necessary to perform the services described in the Agreement, and only to the extent that any such use or disclosure of the PHI is consistent with Covered Entity’s conduct of Treatment, Payment or Health Care Operations (as such terms are defined from time to time by the Privacy Rule) or a use or disclosure permitted by Section 512 of the Privacy Rule. In addition, the uses, disclosures, or requests for the PHI described herein shall be, to the extent practicable, limited to a Limited Data Set or the minimum necessary (as may be described by the Secretary in guidance on these terms) to accomplish the intended purpose of such use, disclosure, or request.

The Parties agree that the PHI will remain the property of Covered Entity notwithstanding the Disclosure to Business Associate.

2.1. Business Associate agrees to not Use or Disclose PHI other than as permitted under this Addendum or as required by law.

2.2. Business Associate agrees to provide copies of PHI to Covered Entity within ten (10) days of a request by Covered Entity in order to permit Covered Entity to respond to an Individual’s request pursuant to 45 C.F.R. §164.524. Any denial and/or approval of a request by an Individual to access PHI shall be the responsibility of Covered Entity. Accordingly, in the event an Individual requests access to PHI directly from Business Associate, Business Associate shall direct the Individual to contact Covered Entity directly.

2.3. Business Associate agrees to keep an accounting of all Disclosures necessary to allow Covered Entity to respond to an Individual’s request for an accounting of Disclosures pursuant to 45

C.F.R. §164.528. Business Associate agrees to provide such accounting of Disclosures, if any, within ten (10) days of a request by Covered Entity. Any denial and/or approval of a request by an Individual for an accounting of Disclosures shall be the responsibility of Covered Entity. Accordingly, in the event an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate shall direct the Individual to contact Covered Entity directly.

2.4. Business Associate shall make the PHI available for amendment and shall incorporate any amendments to the PHI in accordance with 45 C.F.R. §164.526. Any denial and/or approval of a request by an Individual to amend PHI shall be the responsibility of Covered Entity. Accordingly, in the event an Individual requests amendment of PHI directly from Business Associate, Business Associate shall direct the Individual to contact Covered Entity directly.

2.5. Business Associate shall report to Covered Entity any Use or Disclosure of the PHI, by the Business Associate or a subcontractor, not permitted by this Addendum of which Business Associate becomes aware and report all Security Incidents.

2.6. Business Associate agrees to implement Administrative, Physical and Technical safeguards as defined by 45 C.F.R. §164.304 and in a manner as described by the Security Rule in order to reasonably and appropriately protect the confidentiality, integrity and availability of ePHI and to implement appropriate safeguards to prevent the Use or Disclosure of PHI other than as provided for in this Addendum. Business Associate will document and keep these safeguards current and will, upon request by Covered Entity, provide Covered Entity with copies of such documentation. Business Associate agrees that as a Business Associate and it must comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule.

2.7. In the event that Business Associate becomes aware or reasonably should be aware that any PHI that is Unsecured Protected Health Information, as defined in 45 C.F.R. § 164.402, has been subject to a Breach, Business Associate shall immediately notify Covered Entity of the Breach, in the manner as described or defined by the implementing regulations. Such notification shall include: (i) the identification of each individual who may be, has been or is reasonably believed to have been affected by the Breach; (ii) the date of the Breach; (iii) the date of discovery of the Breach; (iv) the scope and nature of the Breach; and (v) any steps Business Associate has taken to mitigate any harmful effects of the Breach and to protect against further Breaches. In all cases, the information included in Business Associate's notification shall be in accordance with any regulations and guidance provided by the Secretary.

2.8. Business Associate agrees to limit disclosures of PHI to the Limited Data Set as defined by 42 CFR 164.514(e)(2) or the "Minimum Necessary" to accomplish the intended purpose of such use, disclosure or request.

2.9. Business Associate agrees to ensure that any subcontractors or agents to whom it provides PHI as permitted under this Addendum agree in writing to 1) the same restrictions and conditions that apply herein to the Business Associate with respect to such information and 2) implement the security safeguards that apply to Business Associate herein to protect the PHI.

2.10. Business Associate will make its internal practices, books, and records relating to the Use and Disclosure of PHI available, as requested, to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule and the Security Rule.

2.11 Without limiting its obligations under 45 CFR Part 164, Subpart D, Business Associate will notify Covered Entity in writing of the discovery of any breach of unsecured PHI. Such notice will

be made not later than five (5) business days after discovery and will include (i) such information then-known or then-available to Business Associate that Covered Entity would be required to include in a notification to an Individual under 45 CFR §164.404(c), including, without limitation, the date of discovery of such Breach, and (ii) such information required or helpful for Covered Entity to determine whether Business Associate constitutes Covered Entity's agent (determined in accordance with the federal common law of agency) with respect to such Breach. If Covered Entity notifies Business Associate of its determination that Business Associate was Covered Entity's agent with respect to such Breach, Business Associate will comply with all of its obligations under 45 CFR Part 164, Subpart D within five (5) business days after receipt of such notice. Business Associate agrees to cooperate with Covered Entity in preparing any notices by Covered Entity concerning such Breach, and if directed by Covered Entity, fulfill Covered Entity's obligations under 45 CFR Part 164, Subpart D (and provide verification of the same).

2.12. Business Associate agrees to comply with all applicable state and federal laws and regulations that govern the privacy and security of PHI.

3. Covered Entity Responsibilities.

3.1. Covered Entity agrees to notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

3.2. Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

3.3. Covered Entity agrees to notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. Term. The term of this Addendum shall commence as of the latest date set forth on the signature page and will automatically terminate without any further action of the Parties upon receipt of written certification from Business Associate that all PHI in Business Associate's and/or its subcontractors' and agents' possession has been returned and/or destroyed and is no longer in Business Associate's possession or the possession any of its subcontractors and/or agents.

5. Termination for Material Breach. In the event of a material breach of this Addendum, either Party may, upon written notice, terminate the Agreement if the non-breaching Party has given the other Party written notice of such a breach of this Addendum and, the breaching Party has failed to cure the breach to the satisfaction of the non-breaching Party. If termination is not feasible, the non-breaching Party may report the problem to the Secretary.

6. Disposition of PHI Upon Termination. Upon the termination of the Agreement, the Business Associate shall, if feasible, return or destroy all PHI created or received by the Business Associate on behalf of Covered Entity, which the Business Associate and/or its subcontractors or agents still maintain in any form, and not retain any copies of such information. If such return or destruction is not feasible, the Business Associate will notify Covered Entity of such in writing, and will thereupon extend indefinitely the protections of this Addendum to the PHI and limit further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible.

7. **Non-duplicative PHI Warranty.** Business Associate warrants that all of the PHI it creates or retains is duplicative of PHI created or received by Covered Entity and that it will notify Covered Entity if it commences to create or receive non-duplicative PHI related to Covered Entity's patients so as to apprise Covered Entity of the need to make inquiries of Business Associate in fulfilling patient access, accounting, and amendment requests as required by law.

8. **No Remuneration.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, except as permitted under the Privacy Rule.

9. **Conflicts and Interpretation.** Any ambiguities in this Addendum or conflicts between the Master Services Agreement or any other agreement and this Addendum shall be read and resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be signed and delivered by their duly authorized representatives.

Signature: _____

Date: _____

Name: _____

Title: _____

HOLLY MEEKINS
Dare County Home Health Services DBA Dare Hospice
109 Exeter Street
Manteo, NC 27954

Signature: Len Schiavone

Date: 2-7-2019

Name: Len Schiavone

Title: President

Len Schiavone, President of Hospice
Hospice Pharmacy Solutions
2201 North Central Expressway Suite 250
Richardson, TX 75080

Exhibit F
MEDICATION REVIEW SERVICES ADDENDUM

1. Medication review services include pharmacist review of admission medication profiles which will consider major drug interactions, major duplicate therapy, cost-effective alternatives and drug coverage. These services will be available to Client during Company's customary business hours as follows:

(a) Client will submit to Company legible and complete enrollment documentation for each Patient, including the name, patient identification number, date of birth and drug or medication list identifying all covered and non-covered drugs or medications currently prescribed; and

(b) After Company's receipt of Client's request and all patient documentation required above, Company will return a pharmacist's report, provided that Client has identified the authorized representative to whom such report should be delivered.

(c) Notwithstanding anything to the contrary, Company will not be required to detect, nor be responsible for, any Claims resulting therefrom, any forged or altered prescriptions (including, without limitation, identifying when a prescription was written by anyone other than a physician); provided, however, that Company will promptly notify Client of any such forgery or alteration of prescriptions or medication sheets that is readily apparent to Company with the exercise of ordinary diligence at the time the medication review services are provided.

2. The fee for medication review services shall be set forth separately in Exhibit D hereto and shall be included in Client's monthly invoice.



Town Of Nags Head Request - Delegate Approval of Pyrotechnics Permits

Description

Pursuant to NCGS 14-413, the Town of Nags Head has asked the Dare County Board of Commissioners to adopt a resolution delegating the approval of pyrotechnics permits within the corporate limits of Nags Head. The Town already has the responsibility of code compliance on these type of events in their community and accepts the responsibility of inspection and issuance of the necessary pyrotechnics permits.

Board Action Requested

Approve a Resolution pursuant to NCGS 14-413

Item Presenter

Robert Outten, County Manager



Ben Cahoon
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager

Town of Nags Head
Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.nagsheadnc.gov

M. Renée Cahoon
Commissioner

J. Webb Fuller
Commissioner

Michael Siers
Commissioner

March 12, 2019

Chairman Robert L. Woodard, Sr.
Dare County Board of Commissioners
P. O. Box 1000
Manteo, NC 27954

Re: Town of Nags Head July 4th Fireworks Displays

Dear Chairman Woodard:

Pursuant to NCGS 14-413 subsection (a1), the County Board of Commissioners is charged with issuing permits for pyrotechnic displays even within town boundaries. Within this act there is language which allows a County, upon adoption of a resolution, to pass this authority onto the towns in which the pyrotechnic displays will be held.

Within our Code of Ordinances the Town of Nags Head already has the responsibility of code compliance on these types of events. The Town of Nags Head accepts the responsibility of inspection and the issuance of said permit for the annual fireworks display, being held at the Nags Head Fishing Pier.

We respectfully request the Dare County Board of Commissioners adopt a resolution passing the authority for the issuance and inspection of such a display onto the Town of Nags Head. The Town's resolution approving this transfer of permitting authority was adopted March 6, 2019 and is attached.

Thank you for your consideration of this matter and should you have any questions, please do not hesitate to contact myself or Town Manager Cliff Ogburn.

Sincerely,

Benjamin Cahoon
Mayor

Attachment



**RESOLUTION APPROVING TRANSFER OF PYROTECHNIC PERMITTING FOR DISPLAYS
AND EXHIBITIONS WITHIN THE TOWN OF NAGS HEAD CORPORATE LIMITS
FROM DARE COUNTY TO THE TOWN OF NAGS HEAD**

WHEREAS, NCGS 14-413 (a1) authorizes the governing body of any city to issue permits pursuant to Article 54 of the North Carolina General Statutes which addresses the sale and permitting of pyrotechnics; AND

WHEREAS, this statute provides for the delegation for permitting of pyrotechnics to be exhibited, used, or discharged within the corporate limits of a city by a Board of Commissioners by resolution; AND

WHEREAS, this statute requires that the Board of Commissioners of each county in which the city lies to take action by resolution; AND

WHEREAS, the Town of Nags Head is requesting that the Dare County Board of Commissioners approve the transfer of permitting of pyrotechnics to the Town of Nags Head; AND

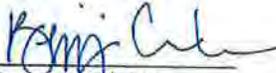
WHEREAS, the Dare County Fire Marshall and the Town of Nags Head Interim Fire Chief have discussed the merits of this transfer of permitting authority and both believe that this action would be of benefit to both Dare County and the Town of Nags Head; AND

WHEREAS, the delegation of this authority shall remain in effect until withdrawn by this Board of Commissioners by a subsequent resolution; AND

WHEREAS, the Town of Nags Head will notify the Dare County Fire Marshal if pyrotechnics displays and exhibits are applied for or a permit issued in the Town of Nags Head, located within the Dare County jurisdiction.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF NAGS HEAD BOARD OF COMMISSIONERS That this Board approves the transfer of permitting authority for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the Town of Nags Head from Dare County to the Town of Nags Head effective May 1, 2019.

Adopted this 6th day of March 2019.


Benjamin Cahoon, Mayor
Town of Nags Head

ATTEST:

Carolyn F. Morris, Town Clerk





**A RESOLUTION OF APPROVAL BY THE DARE COUNTY BOARD OF COMMISSIONERS
TO DELEGATE THE APPROVAL OF PYROTECHNICS PERMITS
TO THE TOWN OF NAGS HEAD**

WHEREAS, North Carolina General Statutes 14-410 and 14-413 seek to improve pyrotechnic safety in North Carolina; and

WHEREAS, General Statute 14-413(a1) provides that a board of county commissioners may authorize the governing body of any city in the county to issue permits pursuant to the provisions of this article for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the city for use in connection with the conduct of concerts or public exhibitions; and,

WHEREAS, the resolution granting the authority to the city shall remain in effect until withdrawn by the board of county commissioners by adopting a subsequent resolution withdrawing the authority.

NOW, THEREFORE BE IT RESOLVED THAT the Dare County Board of Commissioners authorizes the governing body of the Town of Nags Head to issue permits pursuant to the provisions of General Statute 14-413 for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the city for use in connection with the conduct of concerts or public exhibitions.

This the 18th day of March, 2019

Robert Woodard, Chairman

Attest:

Gary Gross, Clerk to the Board



Roanoke Island Volunteer Fire Department Contract and Agreement

Description

Contract and agreement with the Roanoke Island Volunteer Fire Department to provide fire protection in the Roanoke Island Fire District.

Board Action Requested

Approval.

Item Presenter

Drew Pearson, Emergency Management Director

NORTH CAROLINA
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 1st day of March 2019, by and between COUNTY OF DARE, also referred to as County, and the Roanoke Island Volunteer Fire Department also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by Public Law 1937 Chapter 246, to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed a special tax, established by Public Law 1937 Chapter 246, of all real and personal property in the Roanoke Island Fire District described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a

minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within said Fire District and to pay other legitimate fire protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8, or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

12. The Fire Department shall defend, indemnify and hold harmless Dare County, as well as their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.
13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
 - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
 - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
 - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
 - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
 - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
14. Additional special requirements shall be as follows:
 - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
 - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
15. This contract shall begin upon execution and shall expire on the 31st day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

ATTEST:

Clerk

ROANOKE ISLAND VOLUNTEER FIRE DEPARTMENT

By: _____
President

ATTEST:

Secretary

NORTH CAROLINA
DARE COUNTY

This ____ day of _____, 20____, before me, the undersigned Notary Public in and for the aforesaid State and County, personally came _____, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this ____ day of _____, 20____.

My Commission Expires:

NOTARY PUBLIC

NORTH CAROLINA
DARE COUNTY

This ____ day of _____, 20____, before me, the undersigned Notary Public in and for the aforesaid State and County, personally came _____, who, acknowledged that (s)he is President of the _____, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official seal, this ____ day of _____, 20____.

My Commission Expires:

NOTARY PUBLIC



Records Retention & Disposition Schedule Update

Description

The North Carolina Department of Cultural Resources (NCDRCR) is the State agency charged with preparing the official schedule of Records Retention and Disposition for local government entities throughout North Carolina. In the past, NCDRCR issued updates only when needed. They are now changing the process by doing a regularly scheduled update each calendar year.

Attached is the 2019 General Records Schedule for Local Government Agencies dated March 1. NCDRCR will issue future updates on January 1 of each year. Certain documents are designated as having only brief administrative and reference value and local governments are allowed to discard them when their reference value ends. The attached schedule for Dare County reflects a 48 hour retention period for these documents.

Board Action Requested

Approve the March 1, 2019 Records Retention and Disposition Schedule
(General Records Schedule for Local Government Agencies)

Item Presenter

County Manager, Robert Outten

RECORDS RETENTION AND DISPOSITION SCHEDULE

GENERAL RECORDS SCHEDULE FOR LOCAL GOVERNMENT AGENCIES



Issued By:



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

March 1, 2019

CONTENTS

Approval	i
Front Matter	
Executive Summary	ii
Managing Public Records in North Carolina	iii
Audits, Litigation, and Other Official Actions	vi
Transitory Records	vii
Legend for Records Schedule	ix
Records Retention and Disposition Schedule	
Standard 1: Administration and Management Records	1
Standard 2: Budget, Fiscal, and Payroll Records	18
Standard 3: Geographic Information Systems Records	30
Standard 4: Information Technology Records	37
Standard 5: Legal Records	43
Standard 6: Personnel Records	49
Standard 7: Public Relations Records	66
Standard 8: Risk Management Records	70
Standard 9: Workforce Development Records	74
Appendix	
Destruction of Public Records	75
Sample Destructions Log	76
Electronic Records: E-mail, Born Digital Records, and Digital Imaging	77
Geospatial Records	79
Microfilm	81
Disaster Assistance	83
Staff Training	84
Request Forms	
Request for Change in Records Schedule	85
Request for Disposal of Unscheduled Records	86
Request for Disposal of Original Records Duplicated by Electronic Means	87
Sample File Plan	88
Index	89

2019 Local Government Agencies General Records Retention and Disposition Schedule

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

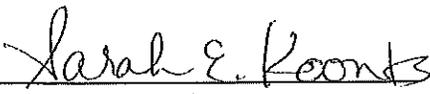
All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed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

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

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

APPROVAL RECOMMENDED

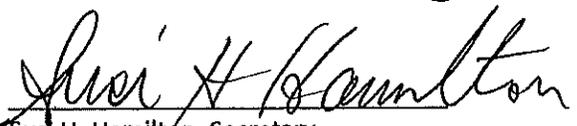
Municipal/County Clerk or Manager
Title: _____



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____



Susi H. Hamilton, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

EXECUTIVE SUMMARY

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

MANAGING PUBLIC RECORDS IN NORTH CAROLINA

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

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

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

Q. How do I get this schedule approved?

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

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

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

Q. What is “reference value”?

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

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

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

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

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

Q. What are public records?

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

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

Q. Is any person allowed to see my records?

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

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

Q. What about my confidential records?

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

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

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

Q. What do I do with permanent records?

A. Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C.G.S. §121-4 (2) and §132-8.1) and the maintenance of “a program for the selection and preservation of public records considered *essential to the operation of government and to the protection of the rights and interests of persons*” (§132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.
- Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.
- Adoptions, marriages, and divorces document changes in familial relationships and document citizenship. Though adoptions are confidential (not available for public inspection), they document citizenship and changes in inheritance and familial succession.
- Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.

See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Natural and Cultural Resources (<https://archives.ncdcr.gov/documents/human-readable-preservation-duplicates>) and check with a records analyst to determine whether your permanent records require a preservation duplicate.

Q. *What is historical value?*

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. *Whom can I call with questions?*

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 814-6900.

AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

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

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

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

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

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See **AUDITS: PERFORMANCE**, page 2, item 8, and **AUDITS: FINANCIAL**, page 19, item 6.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

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

TRANSITORY RECORDS

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

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

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

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

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

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

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

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:
- Drafts and working papers for internal and external policies
 - Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
 - Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and

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

- Drafts and working papers for presentations, workshops, and other explanations of agency policy that are already formally documented.

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

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

See also the State Archives of North Carolina's guidance on digital signatures found at:
<https://archives.ncdcr.gov/documents/digital-signature-policy-guidelines>

LEGEND FOR RECORDS SCHEDULE

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



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

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

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

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

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

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

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

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

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

AUDITS: PERFORMANCE

Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.

See also **AUDITS: FINANCIAL**, page 20, item 6.

Sample records series title and description with cross-reference included

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

STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS

Official records pertaining to the authority, operating philosophy, methods, primary functions, and routine office administration of local agencies.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABSTRACTS OF MUNICIPAL ELECTIONS Copies of abstracts prepared by the County Board of Elections and forwarded to the municipal clerk.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u> <i>Retention Note: Official record maintained permanently by the County Board of Elections.</i>	Authority: G.S. § 163-300
2.	ACCREDITATION RECORDS Records documenting accreditations and certifications received by the agency. Includes applications, final reports, and other related records.	Destroy in office 5 years after superseded or obsolete.	Authority: 10A NCAC 48B
3.	ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES	a) Retain in office official copy permanently. b) Destroy in office remaining records after 3 years.	
4.	AGENDA AND MEETING PACKETS Includes agendas and copies of supporting documentation submitted and discussed during meetings of public bodies. Also includes documentation of outside meetings attended by agency personnel. See also MINUTES OF PUBLIC BODIES , page 11, item 42.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	

1

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p>APPLICATIONS FOR APPOINTMENT Applications and related records received from individuals applying for appointments to serve on public boards, commissions, councils, and committees.</p>	<p>a) Destroy in office records concerning appointed individuals 1 year after expiration of term. b) Destroy in office remaining records when reference value ends. † Agency Policy: Destroy in office after <u>48 hours</u></p>	
6.	<p>APPOINTMENT REPORTS Includes annual appointment reports filed with the NC Department of the Secretary of State.</p>	Destroy in office after 2 years.	Authority: G.S. § 143-157.1
7.	<p>AUDIO AND VIDEO RECORDINGS OF MEETINGS See also MINUTES OF PUBLIC BODIES, page 11, item 42.</p>	<p>Destroy in office after approval of official written minutes. <i>NOTE: If these serve as the official minutes, as allowed by G.S. § 143-318.10(e), their retention should be permanent. These disposition instructions apply to recordings produced solely for the purpose of generating official written minutes.</i></p>	
8.	<p>AUDITS: PERFORMANCE Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records. See also AUDITS: FINANCIAL, page 19, item 6.</p>	<p>a) Retain in office permanently reports related to internal compliance or operational audits, hazardous material, or those that document a significant change in agency practices. b) Destroy in office remaining audit reports after 10 years. c) Destroy in office documentation of corrective measures 2 years after their implementation. d) Destroy in office working papers and remaining records when superseded or obsolete.</p>	

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	BLUEPRINTS AND SPECIFICATIONS Blueprints and specifications of agency owned buildings and facilities. Includes as-built plans and related records concerning approved changes.	a) Transfer as-built drawings to new owner when agency relinquishes ownership of building or facility. b) Retain in office as-built drawings for life of structure and then destroy. c) Destroy in office blueprints, floorplans, and other preliminary design and construction documents when superseded or obsolete.	Confidentiality: G.S. § 132-1.7
10.	BONDS Records documenting written guarantees from a third party, including bid bonds, payment bonds, performance bonds, and surety bonds. See also BIDS FOR PURCHASE , page 20, item 10, and PROJECTS , page 14, item 53.	Destroy in office 5 years after expiration or cancellation.	
11.	BULLETINS Internal information sharing materials that circulate information within the agency. Also includes memoranda and newsletters.	Destroy in office when superseded or obsolete.	
12.	BUSINESS CERTIFICATION RECORDS Applications and supporting documentation submitted by businesses to be certified as a Small Business Enterprise (SBE) or other classification.	a) Destroy in office all documentation 3 years after most recent recertification. b) If certification was never issued, destroy in office all documentation when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	
13.	BUSINESS DEVELOPMENT SUBJECT FILE	Destroy in office after 3 years.	
14.	CALENDARS OF EVENTS AND APPOINTMENTS	Destroy in office when superseded or obsolete.	

1

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

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

1

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<p>CENSUS PROJECT RECORDS Records created to assist the U.S. Census Bureau with the decennial census.</p>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u></p>	
16.	<p>CHARTER RECORDS Charter and charter proceedings related to adoption, amendment and/or repeal.</p>	<p>Retain in office permanently.</p>	
17.	<p>CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS Records concerning objections, dissatisfaction, or disagreements with actions or positions taken or not taken by the agency. Includes comments and petitions submitted by citizens requesting action as well as routine requests for service. Also includes requests for reasonable accommodation under Title II of the Americans with Disabilities Act, including survey of agency buildings to determine accessibility to the physically handicapped, federal regulations, proposals for implementing the act, correspondence (including e-mail), resolutions, and solutions to access problems. See also CIVIL RIGHTS RECORDS, page 44, item 4.</p>	<p>a) Transfer records as applicable to LITIGATION CASE RECORDS, page 47, item 16. b) Destroy in office comments, informal complaints, petitions, and requests 1 year after resolution.* c) Destroy in office accommodation requests and complaints 2 years after resolution.*</p>	<p>Authority: 42 USC 12132</p>
18.	<p>CITIZEN REBATE PROGRAM RECORDS Applications, receipts, and related records concerning rebate programs sponsored by the agency. These records document programs and incentivized actions that citizens may opt into.</p>	<p>a) Destroy in office financial records 3 years after approval.* b) Destroy in office applications 1 year after approval. c) Destroy in office denied applications when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u></p>	

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	CITIZEN SURVEYS Surveys and related records addressing agency services, policies, and other concerns.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	
20.	COLLECTED DATA Information and statistics compiled and analyzed for research purposes or to support the functions of the agency.	Destroy in office when superseded or obsolete.	If data contains confidential information, abide by relevant restrictions.
21.	COMPREHENSIVE PLAN Long-range plan outlining policies, guidelines, and plans for future development of the agency. Includes official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans. Also includes strategic plans and business plans, as well as goals and objectives.	<ul style="list-style-type: none"> a) Retain in office comprehensive plans and strategic plans permanently. b) Destroy in office background surveys, studies, reports, and drafts 5 years after adoption of plan. c) Destroy in office business plans 2 years after execution of plan. d) Destroy in office goals and mission statements when superseded or obsolete. 	
22.	CORRESPONDENCE AND MEMORANDA Administrative and management correspondence/memoranda (including e-mail) written or received by the office concerning agency authority, operating philosophy, purpose, methods, and any other function. For information on handling e-mail and text or instant messages, see ELECTRONIC RECORDS , page 77.	<ul style="list-style-type: none"> a) Transfer correspondence (including e-mail) with historical value to HISTORY RECORDS, page 8, item 32, after 3 years. b) Destroy routine administrative correspondence and memoranda after 1 year. c) Destroy in office remaining records after 3 years. <p><i>Retention Note: The correspondence (including e-mail) of the most senior administrator has historical value and should be retained permanently.</i></p>	

1

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
23.	CUSTOMER CALL CENTER RECORDINGS Recordings of calls to customer service centers made for quality assurance and training purposes.	Destroy in office after 30 days.	
24.	EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS Records concerning the maintenance, repair, routine testing, and inspection of agency owned equipment and vehicles. Also includes warranties. See also GRANTS , page 8, item 31, and SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE , page 40, item 15.	a) Destroy in office records documenting routine inspections, janitorial cleaning, and routine maintenance of equipment and vehicles after 1 year.* b) Destroy in office records documenting all other maintenance and repairs after 3 years.* c) Destroy in office warranties 1 year after expiration.	1
25.	EQUIPMENT AND VEHICLE REFERENCE RECORDS Includes operation, specification, and technical manuals. Also includes brochures, bulletins, and related documentation.	Destroy in office when superseded or obsolete.	
26.	EQUIPMENT, FACILITY, AND VEHICLE USAGE RECORDS Records documenting the assignment, request, and usage of agency assets. Also includes mileage and checkout logs, fuel consumption reports, reservation requests, authorizations, utility usage logs, and similar records.	a) Destroy in office after 3 years if records are used for allocating costs or determining payment under rental or lease agreements.* b) Destroy in office remaining records after 1 year.	

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	<p>FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS Records documenting maintenance, repair, and inspection of agency-owned facilities.</p> <p>See also CONTRACTS, LEASES, AND AGREEMENTS, page 45, item 7.</p>	<p>a) Destroy in office records documenting routine inspections, janitorial cleaning, environmental monitoring, and routine maintenance of facilities after 1 year.</p> <p>b) Destroy in office records documenting system repair and improvement (including plumbing, electrical, fire, and other systems) after 3 years.</p>	
28.	<p>FORMS AND TEMPLATES Blank forms, templates, and letterhead used to create agency records.</p>	Destroy in office when superseded or obsolete.	
29.	<p>GOVERNING AND ADVISORY BODY MEMBER FILES Records concerning members of public boards, commissions, councils, and committees. Includes codes of conduct, ethics statements, agreements, notices of resignation, and other related records. Also includes biographical information and waivers.</p> <p>See also APPLICATIONS FOR APPOINTMENT, page 2, item 5, and OATHS OF OFFICE, page 47, item 17.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office 1 year after superseded or obsolete waivers from board members choosing not to receive stipend/per diem payments.</p> <p>c) Destroy in office remaining records 1 year after service ends.</p>	
30.	<p>GRANT PROPOSALS Proposals submitted for grants, including applications, correspondence (including e-mail), and other related records.</p>	<p>a) Transfer records concerning approved grants to GRANTS, page 8, item 31.</p> <p>b) Destroy in office rejected or withdrawn grant proposals when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u></p>	

1

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

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



ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
31.	<p>GRANTS</p> <p>Records concerning approved federal, state, and private grants. File includes applications, reports, records of equipment purchased with grant funds, and all relevant programmatic records. Also includes documentation about grants issued by the agency along with research records generated as part of a grant project.</p> <p>See also GRANTS: FINANCIAL, page 24, item 27.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.</p> <p>b) Destroy in office records of state and private grants 5 years after final financial report is filed.*</p> <p>c) Destroy in office records of other federal grants 3 years after final financial report is filed.</p> <p>d) Destroy in office records not relating to a specific grant after 1 year.</p> <p><i>Retention Note: According to 2 CFR 200.333(c), records for real property and equipment acquired with Federal funds must be retained for 3 years after disposition of the property/equipment.</i></p>	<p>Retention: 09 NCAC 03M .0703 2 CFR 200.333</p>
32.	<p>HISTORY RECORDS (AGENCY AND EMPLOYEES)</p> <p>Records concerning the history of the agency and its employees. Includes published and unpublished histories, biographical data, photographs, newspaper clippings, and other related records.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when reference value ends.†</p> <p>Agency Policy: Destroy in office after <u>48 hours</u></p>	
33.	<p>IMPROPER CONDUCT INVESTIGATIONS</p> <p>Records concerning investigations triggered by questions about ethics or conduct within an agency, such as whistleblower reports or allegations of fraud. Includes complaints, reports, investigations, and other related records. Also includes records from an ombuds office.</p>	<p>Destroy in office 3 years after resolution.</p>	

1

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34.	INDICES Listings of where specific information can be found.	Destroy in office when superseded or obsolete.	
35.	INTERAGENCY PROGRAMS Records of programs involving more than one government agency. Includes resource materials, program information, and other related records.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	
36.	INVENTORIES Inventories describing the type of property (including equipment and facilities other and fixed assets), its location, and related information. Also includes inventory control and usage records, such as requisitions/draw tickets, mileage logs, request forms, and other related records.	a) Destroy in office lists of properties, facilities, fixed assets, supplies, and surplus property when superseded or obsolete. b) Destroy in office inventory control and usage records after 3 years.	
37.	LEGISLATION AND REGULATORY RECORDS Notices and copies of proposed or adopted state or federal legislation or regulations affecting the agency.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	
38.	LOGISTICS MATERIALS Records concerning scheduled plans of agency personnel. Includes routine notices, task lists, and arrangements.	Destroy in office after 1 year.	
39.	MAIL: UNDELIVERABLE/RETURNED Outgoing agency mail returned by the post office for any reason, including insufficient postage, incorrect address, forwarding order expired, etc. Also includes outgoing e-mail returned for any reason.	Destroy in office after 30 days.	

1

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
40. 	MAILING AND DISTRIBUTION RECORDS Includes mailing and meeting notification lists, e-mail distribution lists, Sunshine Lists, and related documentation of transactions with the U.S. Postal Service, state courier, or private carriers.	a) Destroy in office Sunshine Lists when superseded or obsolete. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	Confidentiality: G.S. § 132-1.12 G.S. § 132-1.13
41.	MEMBERSHIP RECORDS Records concerning associations, organizations, groups, etc., with which the agency is involved. Includes records concerning memberships or registrations on behalf of the agency or agency personnel.	Destroy in office when superseded or obsolete.	

1

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

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



ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	<p>MINUTES OF PUBLIC BODIES</p> <p>Includes minutes of the governing board and all subsidiary and advisory boards. Subsidiary boards are defined as boards that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, or administrative functions. Also includes minutes of subcommittees of the governing board and its subsidiary and advisory boards.</p> <p>See the MICROFILM section on page 81 for instructions on microfilming.</p> <p>See also AGENDA AND MEETING PACKETS, page 1, item 4, and AUDIO AND VIDEO RECORDINGS OF MEETINGS, page 2, item 7. If there are other boards in the operational standard(s) or if the Workforce Development standard is included, add references to those boards here.</p>	<p>a) Retain in office permanently official minutes of the governing board and its subsidiary boards as well as all attachments necessary to understand the body's actions.</p> <p>b) The official minutes of advisory boards may be destroyed only upon approval by the State Archives of North Carolina. The State Archives reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Destroy in office minutes of committees or subcommittees when reference value ends, if the minutes or actions and decisions of the committee are entered as part of the minutes of the parent board. If minutes or actions and decisions of the committee or subcommittee in question are not entered as part of the minutes of the parent board, the State Archives reserves the right to designate the minutes as permanent.†</p> <p>Agency Policy: Destroy in office after <u>48 hours</u></p>	<p>Authority: G.S. § 143-318.10</p>
43.	<p>MINUTES (STAFF MEETINGS)</p> <p>Minutes of staff meetings, including all referenced and attached documentation.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records after 1 year.</p>	
44.	<p>MISCELLANEOUS (NON-BUILDING) APPLICATIONS, LICENSES, AND PERMITS</p> <p>Includes, but not limited to, applications and permits regarding burning, special events, and landscape establishment.</p>	<p>a) Destroy in office 1 year after expiration of license/permit.</p> <p>b) Destroy in office applications for which a license/permit was never issued when reference value ends.†</p> <p>Agency Policy: Destroy in office after <u>48 hours</u></p>	<p>Authority: G.S. § 66-77</p>

1

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	<p>NOTICES OF PUBLIC MEETINGS Includes notices and regular meeting schedules.</p> <p>See also AFFIDAVITS OF PUBLICATION, page 43, item 1, and PUBLICITY RECORDS, page 68, item 12.</p>	Destroy in office after 1 year.	
46.	 <p>OFFICE SECURITY RECORDS Records concerning the security of agency offices, facilities, vehicles, equipment, and personnel. Includes visitors' register; security, employee, or contractor access to facilities or resources; and surveillance system reports and recordings.</p>	<p>a) If the recording becomes evidence in a personnel investigation or lawsuit, transfer to DISCIPLINARY ACTIONS, page 53, item 12, or LITIGATION CASE RECORDS, page 47, item 16.</p> <p>b) Destroy in office recordings not required to support known investigations or litigation after 30 days.</p> <p>c) Destroy in office remaining records after 1 year.</p>	Confidentiality: G.S. § 132-1.7
47.	<p>ORDINANCES Includes code of ordinances.</p> <p>See the MICROFILM section on page 81 for instructions on microfilming.</p>	<p>a) Retain in office official copy permanently.</p> <p>b) Destroy in office ordinance development records when ordinance is no longer in effect.</p> <p>c) Destroy in office additional copies (including tabled or failed ordinances) when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u></p>	
48.	<p>PEST CONTROL Records concerning pest abatement or eradication programs overseen by the agency.</p>	Destroy in office after 3 years.*	

1

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
49.	<p>POLICIES AND PROCEDURES</p> <p>Records documenting the formulation, planning, and adoption of policies, procedures, and functions of the agency and its departments. File also includes organizational charts, reorganization studies, and similar records describing the arrangement and administrative structure of the agency.</p> <p>See also CIVIL RIGHTS RECORDS, page 44, item 4, POLICIES AND PROCEDURES (PERSONNEL), page 61, item 31, and ELECTRONIC RECORDS POLICIES AND PROCEDURES, page 38, item 7.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	
50.	<p>POLL LIST/REGISTRATION LIST/ROSTER/AUTHORIZATION TO VOTE (ATV)</p> <p>Lists documenting registered electors and votes cast prior to County Board of Elections taking over municipal elections. Includes electronic or paper ATV related records such as ATV books, forms, unused stickers, lists, registers, indexes, or similar records used to verify persons are registered voters at each polling location.</p>	<p>Contact State Archives of North Carolina prior to destroying old poll books and voter registration books.</p>	<p>Authority: G.S. § 163 Art. 15A G.S. § 163-166.7 08 NCAC 10B .0103 52 USC Chap. 205</p>
51.	<p>PRICE QUOTATIONS</p>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>.</p>	
52.	<p>PROCLAMATIONS AND ORDERS</p> <p>Proclamations and orders issued by the governing board.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>.</p>	

1

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
53.	<p>PROJECTS</p> <p>Includes project correspondence (including e-mail), feasibility studies, final reports, specifications, assessments, notices to proceed, cost estimates, change orders, statements of work, and similar documentation.</p> <p>See also PROJECT DOCUMENTATION, page 39, item 11.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records 3 years after completion of project.</p>	
54.	<p>PROPERTY MANAGEMENT RECORDS</p> <p>Includes appraisals of the financial valuation of agency-owned property as well as surveys, plats, and maps.</p>	Destroy in office when superseded or obsolete.	
55.	<p>RATE AND FEE SCHEDULES</p> <p>Records relating to rates, fees, and regulations concerning agency services.</p>	Destroy in office when superseded or obsolete.	
56.	<p>RECORDS MANAGEMENT</p> <p>Includes correspondence (including e-mail) with state and/or federal agencies with regards to records retention. Also includes records disposition documentation, file plans, and copies of records retention and disposition schedules.</p>	<p>a) Retain in office documentation concerning the final disposition of records permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	

1

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
57.	<p>REFERENCE (READING) FILE</p> <p>Subject files containing informational copies of records organized by areas of interest. Also includes materials that have no regulatory authority for the recipient and are received from outside the agency or from other units within the agency as well as reference copies of documents where another individual or agency is responsible for maintaining the record copy.</p>	<p>Destroy in office when reference value ends.†</p> <p>Agency Policy: Destroy in office after <u>48 hours</u></p>	
58.	<p>REPORTS AND STUDIES</p> <p>Records concerning the performance of a department, program, or project, as well as those created for planning purposes. Includes all annual, sub-annual, or irregularly prepared research studies, reports, and studies generated by an agency or prepared by consultants hired by the agency. Also includes reports required to be submitted to the agency.</p> <p>See also CIVIL RIGHTS RECORDS, page 44, item 4, and COMPREHENSIVE PLAN, page 5, item 21.</p>	<p>a) Retain in office permanently 1 copy of all annual and biennial reports written by the agency.</p> <p>b) Retain in office permanently reports and studies prepared by request of an agency’s governing body or a court.</p> <p>c) Destroy in office after 3 years reports prepared monthly, bimonthly, or semi-annually.</p> <p>d) Destroy in office after 1 year activity reports concerning workload measurements, time studies, number of jobs completed, etc., prepared on a daily or other periodic basis.</p> <p>e) Destroy in office when superseded or obsolete reports required to be submitted to the agency.</p> <p>f) Destroy in office remaining reports and studies when reference value ends.†</p> <p>Agency Policy: Destroy in office after <u>48 hours</u>.</p> <p><i>Retention Note: Reports and studies listed elsewhere in this schedule should be retained the specified period of time.</i></p>	

1

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

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



ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
59.	<p>REQUESTS FOR INFORMATION Requests received and responses issued by the agency.</p> <p>See also PUBLIC RECORDS REQUESTS, page 68, item 11.</p>	Destroy in office after 1 year after resolution.	
60.	<p>REQUESTS FOR PROPOSALS (RFP) Proposals submitted by vendors in response to requests from agency.</p> <p>See also BIDS FOR PURCHASE, page 20, item 10, and PRICE QUOTATIONS, page 13, item 51.</p>	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	
61.	<p>RESOLUTIONS File consists of resolutions indicating date, issues or policy involved, and appropriate signatures.</p> <p>See the MICROFILM section on page 81 for instructions on microfilming.</p>	a) Retain in office permanently one copy of final resolution. b) Retain in office permanently resolution development records with historical value. c) Destroy in office additional copies of resolutions (including those tabled or failed) along with all remaining development records when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	
62.	<p>SURPLUS PROPERTY Inventories and reports of agency property to be surplus.</p>	Destroy in office 3 years after disposition of property.*	
63.	<p>TRACKING MATERIALS Records intended to verify the receipt of information, such as certified mail receipts.</p>	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	

1

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

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

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
64.	<p>TRAVEL REQUESTS Requests and authorizations for travel. Includes forms and itineraries.</p> <p>See also TRAVEL REIMBURSEMENTS, page 28, item 45, and PRICE QUOTATIONS, page 13, item 51.</p>	Destroy in office after 1 year.*	
65.	<p>VEHICLE REGISTRATION CARDS North Carolina registration cards for vehicles in the agency fleet.</p> <p>See also VEHICLE TITLES, page 48, item 22.</p>	Destroy in office when superseded.	
66.	<p>WORK ORDERS Includes date and location of work, cost of materials used and labor, type of work performed, and other related records regarding the repairs of equipment, facilities, and vehicles.</p>	<p>a) Destroy in office 1 year after work is completed.*</p> <p>b) If this is the only record documenting completed work, follow disposition instructions for FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS, page 7, item 27, or EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS, page 6, item 24.</p>	

1

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

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



STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS

Records created and accumulated concerning the managerial control, budgeting, disbursement, collection, and accounting of the agency.

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ACCOUNTS PAYABLE</p> <p>Records concerning the status of accounts in which the agency owes money to firms or individuals. Includes invoices, reimbursements, receipts or bills of sale, check registers, and subsidiary registers. Also includes stop payment notices.</p>	Destroy in office 3 years after payment.*	
2.	<p>ACCOUNTS RECEIVABLE</p> <p>Records concerning receivables owed and collected. Includes billing statements, records of payment received, remittances, subsidiary registers, overpayment or refund records, deposits, fines and fees assessed, and collection of past due accounts.</p>	Destroy in office 3 years after collection.*	
3.	<p>ACCOUNTS UNCOLLECTABLE</p> <p>Records of accounts deemed uncollectable, including returned checks, write-off authorizations, and other related records.</p>	Destroy in office 3 years after account is determined to be uncollectable.*	

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>ANNUAL BUDGET Annual budget and budget message submitted to governing board for approval.</p> <p>See also BUDGET REPORTS, page 21, item 16.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 3 years.</p> <p><i>Retention Note: Annual budgets should be entered into the minutes of the governing board.</i></p>	<p>Authority: G.S. § 159-11</p>
5.	<p>ARBITRAGE RECORDS Records concerning arbitrage rebate calculations and funds rebated.</p>	<p>Destroy in office 3 years after final redemption date of the bonds and after all related debts and obligations have been satisfied.*</p>	<p>Authority: 26 CFR 1.148-3</p>
6.	<p>AUDITS: FINANCIAL Records concerning internal and external audits. Includes reports, working papers, and related records.</p> <p>See also AUDITS: PERFORMANCE, page 2, item 8.</p>	<p>a) Retain in office reports permanently final reports related to internal compliance or operational audits or those that document a significant change in agency practices or have significant administrative value. b) Destroy in office after 10 years final reports related to internal accounting systems and controls and those with limited administrative value. c) Destroy in office working papers and remaining records when superseded or obsolete.*</p>	<p>Authority: G.S. § 159-34</p>
7.	<p>AUTHORIZATION FORMS Authorization to purchase materials.</p>	<p>Destroy in office after 3 years.*</p>	
8.	<p>BANK STATEMENTS AND RECONCILIATIONS Includes bank statements, canceled checks, deposit slips, and reconciliation reports.</p>	<p>Destroy in office after 3 years.*</p>	

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<p>BIDS FOR DISPOSAL OF PROPERTY Records concerning the disposal of surplus property. Includes information about various disposition procedures used, such as sealed bids and public auction.</p> <p>See also ACCOUNTS RECEIVABLE, page 18, item 2.</p>	Destroy in office all records after the disposition of property has been recorded in governing board's minutes.*	Authority: G.S. § 153A-176
10.	<p>BIDS FOR PURCHASE Records documenting quotes to supply products and services. Includes advertisements, tabulations, awards letters, records of bids, good faith effort documentation, and related records concerning accepted and rejected bids.</p>	<p>a) Transfer records to CONTRACTS, LEASES, AND AGREEMENTS, page 45, item 7 when bid is approved.</p> <p>b) Destroy in office bid records not awarded or opened after 1 year.*</p>	Authority: G.S. § 143 Article 8
11.	<p>BOND CLOSING RECORDS Includes applications, agreements, tax records, contracts, official statements, legal opinions, rating letters, public hearing bonds, title insurance, deeds of trust, and other related records concerning bonds issued by the agency. Also includes records concerning expenditure and/or investment of bond proceeds.</p>	Destroy in office 3 years after entire issuance has been satisfied.*	Authority: G.S. § 159 Article 7
12.	<p>BOND REGISTER Records of all bonds, notes, and coupons issued by the agency detailing the purpose of issuance, the date of issue, serial numbers (if any), denomination, maturity date, and total principal amount.</p>	Retain in office permanently.	Authority: G.S. § 159-130
13.	<p>BONDS, NOTES, AND COUPONS</p>	Destroy in office 1 year from date of payment.	Authority: G.S. § 159-139

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.	BUDGET ADMINISTRATION RECORDS Records of budget administration. Includes research, correspondence, and other related records.	Destroy in office after 2 years.*	
15.	BUDGET EXECUTION RECORDS Records of authorizations to move funds between budget codes.	Destroy in office when released from audits.	
16.	BUDGET REPORTS Includes daily detail reports and monthly budget reports. Also includes contract budget and expenditure reports and summaries of tax allocations. See also ANNUAL BUDGET , page 19, item 4.	a) Destroy in office daily detail reports after 1 year.* b) Destroy in office remaining reports after 3 years.*	
17.	BUDGET REQUESTS AND WORKING PAPERS Includes budget requests, cost estimates, expenditures, program requests, salary and wage lists, correspondence (including e-mail), and related records.	Destroy in office after 3 years.*	Authority: G.S. § 159-10
18.	BUDGET RESOLUTIONS AND ORDINANCES Includes project ordinances, budget resolutions, and amendments. See also MINUTES OF PUBLIC BODIES , page 11, item 42.	a) Retain official copies in the minutes of the governing board. b) Destroy in office remaining copies when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	Authority: G.S. § 159-8 G.S. § 159-13 G.S. § 159-13.2 G.S. § 159-15

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	COST ALLOCATION PLANS Accounting report that calculates and spreads agency-wide indirect costs to departments and funds that receive a service from other departments.	Destroy in office after 3 years.*	
20.	 CREDIT/DEBIT/PROCUREMENT CARD RECORDS Records of assignment of agency credit cards and purchasing cards along with authorization logs.	Destroy in office when superseded or obsolete.*	Confidentiality: G.S. § 132-1.2(2)
21.	DONATIONS AND SOLICITATIONS Records concerning requests made to agency by outside organizations. Includes applications and other related records. See also FUND DRIVE AND EVENT RECORDS , page 67, item 6.	a) Destroy in office records supporting approved donations 1 year after payment. b) Destroy in office rejected applications after 30 days.	
22.	 ELECTRONIC FUNDS TRANSFERS (EFT) Includes forms authorizing electronic transfer of monies via wire transfer or automated clearing house (ACH) as well as ACH bank reports.	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 14-113.20
23.	ESCHEATS AND UNCLAIMED PROPERTY Records containing information required to be included in holder reports submitted to the State Treasurer's office. For more information, see the State Treasurer's memo, " Annual Reporting of Unclaimed Property. "	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed on or after July 16, 2012.*	Authority: G.S. § 116B-60 Retention: G.S. § 116B-73

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	FINANCIAL JOURNALS AND LEDGERS	a) Destroy in office year-end summaries of receipts and disbursements after 3 years.* b) Destroy in office daily, monthly, or quarterly transaction detail journals and ledgers after 1 year.*	
25.	FINANCIAL REPORTS	a) Destroy in office annual financial reports or other reports generated to inform decision-making after 3 years.* b) Destroy monthly or quarterly reports generated for operational purposes after 1 year. c) Destroy logs and distribution reports generated to track transactions when released from audits.	
26.	GOVERNMENT EMPLOYEES RETIREMENT SYSTEM MONTHLY REPORTS Reports produced by the North Carolina Department of State Treasurer regarding the Teachers' and State Employees' Retirement System (TSERS) and the Local Governmental Employees' Retirement System (LGEERS).	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	<p>GRANTS: FINANCIAL</p> <p>Records concerning approved federal, state, and private grants received or issued by the agency. Includes all relevant accounting, purchasing, payroll, and other financial records.</p> <p>See also GRANTS, page 8, item 31.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.</p> <p>b) Destroy in office records of state and private grants 5 years after final financial report is filed.*</p> <p>c) Destroy in office records of other federal grants 3 years after final financial report is filed.</p> <p>d) Destroy in office records not relating to a specific grant or to grants not funded after 1 year.</p> <p><i>Retention Note: According to 2 CFR 200.333(c), records for real property and equipment acquired with Federal funds must be retained for 3 years after disposition of the property/equipment.</i></p>	<p>Retention: 09 NCAC 03M .0703 2 CFR 200.333</p>
28.	<p>INVESTMENTS</p> <p>Includes fund information, portfolio listings and reports, balance sheets, exchange or consent instructions, broker confirmations, notices, and other documentation related to agency investments. Also includes transaction schedules for projecting revenue on investments as well as performance investment reports issued by broker or investment firm.</p>	<p>a) Destroy in office transaction schedules after 2 years.*</p> <p>b) Destroy in office performance investment reports when reference value ends.</p> <p>c) Destroy in office all remaining records after 3 years.*</p>	<p>Authority: G.S. § 159-30</p>

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29.	LOAN RECORDS Records concerning loans received by the agency. Includes documentation of intent to proceed, loan agreements, promissory notes, letters of credit, statements, notices of principal and interest due, and other related records.	Destroy in office 5 years after satisfaction or cancellation of loan.*	
30.	LOCAL GOVERNMENT COMMISSION FINANCIAL STATEMENTS	Destroy in office after 3 years.*	Authority: G.S. § 159-33
31.	LONGEVITY PAY	Destroy in office after 3 years.*	
32.	 PAYMENT CARD DATA Records created in association with payment card transactions entered by third parties for the purchase of goods or services from the agency.	Destroy in office after processed.*	Confidentiality: G.S. § 132-1.2(2) G.S. § 132-1.10(b)(5)
33.	 PAYROLL AND EARNINGS RECORDS Records containing information such as the name, Social Security number, number of hours worked, compensation rate, deductions, and total wages paid each employee per payroll period. Also includes individual and group employee earnings records and payroll registers showing earnings and deductions for each pay period. See also TIME SHEETS, CARDS, AND ATTENDANCE RECORDS , page 28, item 44.	a) Destroy in office 30 years from date of separation records necessary for retirement or similar benefits verification. b) Destroy in office remaining records after 3 years.*	Authority: 29 CFR 516.30(a) Confidentiality: G.S. § 132-1.10 G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 516.5(a) 29 CFR 1627.3(a)

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34. 	<p>PAYROLL DEDUCTION RECORDS</p> <p>Records used to start, modify, or stop all voluntary or required deductions from payroll. Includes tax withholding (NC-4, W-4), savings plans, insurance, association dues, orders of garnishment, etc. Used as proof the employee approved of the deduction(s).</p>	<p>a) Destroy in office tax withholding forms 4 years after termination of deduction.*</p> <p>b) Destroy in office authorizations for deductions for retirement contributions, bank payments, savings plans, insurance, and dues 2 years after termination of deduction.</p> <p>c) Destroy in office remaining records 3 years after termination of deduction.*</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: IRS Publication 15 29 CFR 516.6(c)(1)</p>
35.	<p>POWELL BILL RECORDS</p> <p>Records include certified statements, expenditures reports, information sheets, financial statements submitted to the North Carolina Department of Transportation, and all other related records.</p>	Destroy in office after 3 years.	
36.	<p>PURCHASE ORDERS</p> <p>Records, forms, packing slips, and attached documents concerning purchased supplies, equipment, and services.</p> <p>See also GRANTS: FINANCIAL, page 24, item 27.</p>	<p>Destroy in office after 3 years.*</p> <p><i>Retention Note: Packing slips may be destroyed upon verification of items received if they are not the only record of the purchase of the item.</i></p>	
37.	<p>QUALIFIED PRODUCTS LISTS (QPL)</p> <p>Records identifying products approved for purchase by the agency.</p>	Destroy in office 3 years after superseded or obsolete.*	

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
38.	<p>REQUISITIONS Requests for payment or to acquire goods or services.</p> <p>See also INVENTORIES, page 9, item 36.</p>	Destroy in office after 1 year.*	
39.	<p>SCHOLARSHIP RECORDS Records concerning scholarships awarded by the agency. Includes applications, award letters, conditions and stipulations, agreements and contracts, disbursement statements, progress reports, and other related records.</p>	<p>a) Destroy in office after 3 years records documenting the awarding of scholarships.</p> <p>b) Destroy in office 1 year after notification of applicant records concerning applications that are denied by the agency or awards that are declined by the recipient.</p>	
40.	<p>SHIFT PREMIUM PAY Authorizations and other related records concerning employees receiving shift premium pay.</p>	Destroy in office after 3 years.*	
41.	<p>STATEMENTS OF BACK PAY Forms used to determine the gross pay an employee would have earned during a specified period for back pay in a grievance decision, settlement agreement, or other order.</p>	Destroy in office 3 years after payment.*	

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42. 	TAX FORMS Tax information returns generated by the agency (e.g., 1098, 1099, W-2, W-3) to be reported to the Internal Revenue Service and furnished to the other party to the transaction.	Destroy in office 4 years after submitted to taxpayer and/or IRS.*	Confidentiality: G.S. § 132-1.10 G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: IRS Publication 15
43.	TAX RETURNS Tax returns filed by the agency.	Destroy in office 6 years after filed.*	
44.	TIME SHEETS, CARDS, AND ATTENDANCE RECORDS Records documenting the work hours and attendance of employees. See also PAYROLL AND EARNINGS RECORDS , page 25, item 33.	Destroy in office after 2 years.*	Retention: 29 CFR 516.6(a)(1)
45.	TRAVEL REIMBURSEMENTS Includes requests and authorizations for reimbursement for travel and related expenses. See also GRANTS: FINANCIAL , page 24, item 27, and TRAVEL REQUESTS , page 17, item 64.	Destroy in office after 3 years.*	

2

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

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

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
46. 	VENDORS Files maintained on specific vendors authorized or debarred from doing business with the agency. Includes name and address, correspondence (including e-mail), and other related records.	Destroy in office when superseded or obsolete.	

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

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

STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS

Official records received and created by agency geographic information system programs. See G.S. § 132-10 for information about providing public access to GIS databases.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA</p> <p>Geo-referenced data and metadata to facilitate the management, manipulation, analysis, modeling, representation, and spatial analysis of complex problems regarding planning and management of resources.</p>	<p>Retain in office parcel, boundary, zoning, and orthoimagery layers (with accompanying data sets) permanently.</p> <p><i>Retention Note: Other datasets should be kept according to standards and procedures set by the North Carolina Geographic Information Coordinating Council (http://www.ncgicc.com/).</i> See also GEOSPATIAL RECORDS, page 79.</p>	
2.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA)</p> <p>Records created during development or modification of an automated system which are necessary to access, retrieve, manipulate, and interpret data in that system; and records that explain the meaning, purpose, structure, local relationships, and origin of the data elements. Includes data element dictionaries, file layout, codebooks and tables, and definition files.</p>	<p>Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).</p>	
3.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) INTERNAL STANDARDS AND PROCEDURES</p> <p>Includes requirements that are intended to make hardware, software, and data compatible and that cover data capture, accuracy, sources, base categories, output, and data element dictionaries.</p>	<p>Retain in office permanently.</p>	

3

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

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

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS Includes system security, quality assurance, transaction tracking, and other related activity monitoring records.	Destroy in office after 1 year.	
5.	GEOGRAPHIC INFORMATION SYSTEM (GIS) OPERATIONAL RECORDS Includes user guides, system flowcharts, job or workflow records, system specifications, and similar documentation.	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	
6.	GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT RECORDS	a) Retain in office GIS datasets and accompanying documentation (metadata) with historical and/or legal value permanently. b) Destroy in office remaining items when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	

3

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

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

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	<p>LAYERS: ADDRESS POINTS</p> <p>See also GEOSPATIAL RECORDS, page 79.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
8.	<p>LAYERS: CORPORATE LIMITS</p> <p>See also GEOSPATIAL RECORDS, page 79.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

3

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

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

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<p>LAYERS: EXTRATERRITORIAL JURISDICTIONS</p> <p>See also GEOSPATIAL RECORDS, page 79.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
10.	<p>LAYERS: ORTHOIMAGERY</p> <p>See also GEOSPATIAL RECORDS, page 79.</p>	<p>Create a snapshot of dataset when created. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

3

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

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



ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	<p>LAYERS: STREET CENTERLINE</p> <p>See also GEOSPATIAL RECORDS, page 79.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
12.	<p>MAPPING PROJECT RECORDS</p> <p>Includes contract maps and all deliverable products for aerial photography, orthophotography, cartographic, cadastral, and digital mapping projects.</p> <p>See also GEOSPATIAL RECORDS, page 79.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

3

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

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

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<p>MAPS: PARCEL</p> <p>Maps, including cadastral maps, and surveys of boundaries and measurements of each parcel, and information about encroachments, right-of-ways, and structures.</p> <p>See also GEOSPATIAL RECORDS, page 79, and PROPERTY MANAGEMENT RECORDS, page 14, item 54.</p>	<p>Paper: Destroy in office upon State Archives approval.</p> <p>GIS dataset: Create a snapshot of dataset quarterly. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
14.	<p>MAPS: PARKS</p> <p>Includes park boundaries, facilities, landscaping, topography, and other pertinent information. Also includes maps and drawings stored and generated by Geographic Information System (GIS) and computer-aided design (CAD) systems.</p> <p>See also GEOSPATIAL RECORDS, page 79.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

3

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

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



ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<p>MAPS: ALL OTHER Includes field maps, soil, topographic, sales, subdivision plats, right-of-way, sectional, highway, etc.</p>	<p>a) Retain in office maps, including GIS datasets and accompanying documentation (metadata), with historical and/or legal value permanently.</p> <p>b) Destroy in office remaining items when reference value ends.†</p> <p>Agency Policy: Destroy in office after <u>48 hours</u></p>	

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

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

STANDARD 4: INFORMATION TECHNOLOGY (IT) RECORDS

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

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

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1. 	AUDITS: IT SYSTEMS Records documenting user actions affecting the contents of monitored systems. Also includes fixity checks and other periodic tests of data validity.	a) Destroy in office after 1 year fixity check documentation. b) Destroy in office remaining records after disposition of record.*	Confidentiality: G.S. § 132-6.1(c)
2.	COMPUTER AND NETWORK USAGE RECORDS Records documenting usage of electronic devices and networks. Includes login files, system usage files, individual program usage files, and records of use of the Internet by employees.	Destroy in office after 1 year.	
3.	DATA DOCUMENTATION RECORDS Records concerning data in automated systems. Includes data element dictionary, file layout, code book or table, entity relationships tables, and other records related to the structure, management, and organization of data.	Destroy in office 3 years after system is discontinued and/or replaced.	

4

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

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

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>DATA MIGRATION RECORDS Technical records documenting data migrations.</p> <p><i>Note: The data itself is subject to the disposition instructions indicated for its relevant records series; these are merely records about migrating said data.</i></p>	Destroy in office 1 year after completion of data migration.	
5.	<p>DATA WAREHOUSES Federated data gathered by the agency from other sources for the purposes of comparison and distribution.</p>	Destroy in office when superseded or obsolete.	Maintain confidentiality consistent with any restrictions placed on the data provider.
6.	<p>DIGITIZATION AND SCANNING RECORDS Records concerning data entry and imaging operations. Includes quality control records.</p> <p>See Request for Disposal of Original Records Duplicated by Electronic Means, page 87.</p>	Destroy in office 10 days after digitization. <i>Note: The digital surrogate becomes the record copy and must be retained according to the disposition instructions for that record type.</i>	
7.	<p>ELECTRONIC RECORDS POLICIES AND PROCEDURES  Includes procedural manuals as well as an Electronic Records and Imaging Policy and a Security Backup Policy.</p>	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. § 132-1.7(b) G.S. § 132-6.1(c)
8.	<p>INFORMATION TECHNOLOGY ASSISTANCE RECORDS Records documenting troubleshooting and problem-solving assistance provided by agency information systems personnel to users of the systems. Includes help desk assistance requests, resolution records, and related documentation.</p>	Destroy in office 1 year after work is completed.	

4

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

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

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	<p>NETWORK AND SYSTEM SECURITY RECORDS</p> <p>Records documenting the security of network and system. Includes records concerning firewalls, anti-virus programs, and intruder scanning logs.</p>	<p>a) Destroy in office finalized cyber incident reports 5 years after resolution.</p> <p>b) Destroy in office after 2 years records documenting incidents involving unauthorized attempted entry or probes on data processing systems, IT systems, telecommunications networks, and electronic security systems.</p> <p>c) Destroy in office after 1 year records concerning firewalls, anti-virus programs, and other related records.</p>	Confidentiality: G.S. § 132-6.1(c)
10. 	<p>NETWORK DIAGRAMS</p> <p>Records documenting the logical and physical relationships of network components for purposes of organization, deployment, troubleshooting, monitoring of access, and management of day-to-day operations.</p>	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-6.1(c)
11.	<p>PROJECT DOCUMENTATION</p> <p>Records created to design, develop, control, or monitor a specific project or group of IT projects. Includes statements of work, assessments, maintenance agreements, and testing records.</p> <p>See also PROJECTS, page 14, item 53.</p>	<p>a) Retain in office permanently records with historical value.</p> <p>b) Destroy in office remaining records 3 years after completion of project.</p>	

4

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

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

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS Records documenting compliance with agency software license and copyright provisions. Includes software licenses, correspondence (including e-mail), and related documentation.	Destroy in office 1 year after software is superseded or obsolete.	
13.	SYSTEM ACCESS RECORDS Records documenting access requests and authorizations, system access logs, and other related records.	Destroy in office 1 year after superseded or obsolete.	
14.	 SYSTEM DOCUMENTATION RECORDS Records documenting operating systems, application programs, structure and form of datasets, system structure, and system-to-system communication. Includes system overviews, dataset inventories, server name, IP address, purpose of the system, vendor-supplied documentation, installed software, and current source code.	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. § 132-1.1(g) G.S. § 132-6.1(c)
15.	SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE Records documenting inspections, maintenance, and repairs of agency computer systems that are owned or leased. Includes computer equipment inventories and service records. See also EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS , page 6, item 24.	a) Destroy in office records documenting routine inspections and maintenance of equipment after 1 year. b) Destroy records documenting all other equipment maintenance and repairs upon the final disposition of the equipment.	

4

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

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

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	<p>SYSTEM MAINTENANCE RECORDS: RECORDS BACKUPS</p> <p>Records documenting regular or essential system backups. Includes backup tape inventories, relevant correspondence (including e-mail), and related documentation.</p> <p>See Also: Security Backup Files as Public Records in North Carolina: Guidelines for the Recycling, Destruction, Erasure, and Re-use of Security Backup Files, available on the State Archives of North Carolina website.</p>	<p>Destroy in office in accordance with your office’s established, regular backup plan and procedures.†</p> <p>Agency Policy: Destroy in office after <u>48 hours</u></p>	
17.	<p>TECHNICAL PROGRAM DOCUMENTATION</p> <p>Records concerning program code, program flowcharts, program maintenance logs, systems change notices, and other related records that document modifications to computer programs.</p>	<p>Destroy in office 1 year after superseded or obsolete.</p>	
18.	<p>VOICE OVER INTERNET PROTOCOL (VoIP) RECORDS</p> <p>Records concerning line registrations, calls logs, and voicemail records.</p>	<p>a) Destroy in office records concerning line registration when superseded or obsolete.</p> <p>b) Destroy in office call logs after 1 year.</p> <p>c) Destroy in office voicemail records after 30 days.</p>	

4

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

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



ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<p>WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE</p> <p>Site maps that show the directory structure into which content pages are organized, and commercial, off-the-shelf software configuration or content management system files used to operate the site and establish its look and feel. Includes server environment configuration specifications.</p> <p>See also WEBSITE (ELECTRONIC), page 69, item 15.</p>	<p>Destroy in office when superseded or obsolete.</p>	

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

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



STANDARD 5: LEGAL RECORDS

Official documentation created or accumulated to substantiate the rights, obligations, or interests of the agency or their individual employees or clients. Please note the confidentiality that G.S. § 132-1.1(a) confers to communications by legal counsel expires three years after receipt of such communication.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>AFFIDAVITS OF PUBLICATION Proof of publication provided by newspapers regarding publication of ordinances, public hearings, bid solicitations, payment of bills, public sales, etc.</p> <p>See also NOTICES OF PUBLIC MEETINGS, page 12, item 45.</p>	<p>a) Retain in office permanently if record provides sole evidence of publication.</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Authority: G.S. § 1-600</p>
2.	<p>AUTHENTICATIONS Certificates of authentication issued by the agency.</p>	<p>Retain in office permanently.</p>	
3.	<p>CIVIL RIGHTS CASE RECORDS Records concerning discrimination complaints by employees or former employees and requests for reasonable accommodation. Includes equal opportunity (EO) complaints.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY), page 60, item 29.</p>	<p>Destroy in office 1 year after final disposition of the charge or the action.*</p> <p><i>Retention Note: 29 CFR 1602.14 defines final disposition of the charge or the action as "the date of expiration of the statutory period within which the aggrieved person may bring an action in a U.S. District Court or, where an action is brought against an employer either by the aggrieved person, the Commission, or by the Attorney General, the date on which such litigation is terminated."</i></p>	<p>Retention: 29 CFR 1602.14 29 CFR 1602.31</p>

5

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

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

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>CIVIL RIGHTS RECORDS</p> <p>Records concerning documentation of personnel policies and procedures to comply with the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA), Section 504 of the 1973 Rehabilitation Act, and the 1964 Civil Rights Act. Includes reports required by the Equal Employment Opportunity (EEO) Commission and affirmative action plans.</p> <p>See also CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS, page 4, item 17, CIVIL RIGHTS CASE RECORDS, page 43, item 3, and POLICIES AND PROCEDURES (PERSONNEL), page 61, item 31.</p>	<p>Destroy in office 3 years after superseded or obsolete.</p>	<p>Authority: 29 CFR 1602.1 29 CFR 1602.7 29 CFR 1608.4</p> <p>Retention: 29 CFR 1602.30 29 CFR 1602.32</p>
5.	<p>CONDEMNATION RECORDS</p> <p>Settled and pending condemnation cases.</p> <p>See also ACCOUNTS PAYABLE, page 18, item 1 for disposition of financial records.</p>	<p>Retain in office permanently.</p>	
6.	<p>CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT DISCLOSURE STATEMENTS</p> <p>Completed by the elected agency officials as well as designated staff members in order to disclose an official's status or ownership interests.</p>	<p>Destroy in office 1 year after completion of term or separation.</p>	

5

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

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

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	<p>CONTRACTS, LEASES, AND AGREEMENTS Contracts and agreements for construction, equipment, property, supplies, special programs, and projects. Includes franchise agreements, hold harmless agreements, good faith effort documentation, contractor compliance monitoring, leases, and memoranda of understanding.</p> <p>See also SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS, page 40, item 12.</p>	<p>a) Retain in office contracts and agreements with historical value permanently.</p> <p>b) Destroy in office sealed contract records 10 years after expiration of contract.*</p> <p>c) Destroy in office capital improvement contracts and business associate agreements 6 years after completion, termination, or expiration.*</p> <p>d) Destroy in office records documenting restrictions and compliance with license and copyright provisions for products and services purchased by the agency 1 year after superseded or obsolete.*</p> <p>e) Destroy in office all other contracts and agreements 3 years after completion, termination, or expiration.*</p>	<p>Retention: G.S. § 1-47(2) G.S. § 1-50(a)(5) 45 CFR 164.316 G.S. § 1-52</p>
8.	<p>DECLARATORY RULINGS Records concerning declaratory rulings issued by the agency to interpret statutes or rules as applied to a specified set of facts.</p>	<p>Retain in office permanently.</p>	
9.	<p>DELEGATION OF AUTHORITY RECORDS Records documenting delegations of power to authorize agency business. Includes signature authorities and powers of attorney.</p>	<p>Destroy in office 1 year after superseded or obsolete.</p>	
10.	<p>EASEMENTS AND RIGHT-OF-WAY AGREEMENTS Granted to the agency.</p> <p>See also ACCOUNTS PAYABLE, page 18, item 1 for disposition of financial records.</p>	<p>Destroy in office 10 years after expiration of agreement.</p>	

5

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

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

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	ENCROACHMENTS Records concerning agreements granted by or to the agency. Also includes maps or drawings detailing construction plans attached to agreements.	a) Retain in office permanently records concerning agreements granted by outside entities to the agency. b) Destroy in office when superseded or obsolete records concerning agreements granted to utilities, businesses, and private citizens to encroach upon agency property.	
12.	LAND OWNERSHIP RECORDS Includes deeds and titles.	Destroy in office 1 year after agency relinquishes ownership of land.*	
13.	 LEGAL CORRESPONDENCE Correspondence (including e-mail) and related records concerning legal matters not related to specific legal cases or official opinions.	Destroy in office after 5 years. For information on handling e-mail, see ELECTRONIC RECORDS , page 77.	Confidentiality: G.S. § 132-1.1(a)
14.	LEGAL OPINIONS Formal legal opinions written by counsel in response to requests concerning the governance and administration of the agency.	Retain in office permanently.	
15.	 LEGAL REVIEW RECORDS Includes legal reviews of by-laws and charges to boards and commissions, conflicts of interest, and all other agency matters as requested. See also LEGAL OPINIONS , page 46, item 14.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after expiration of relevant statute of limitations.	Confidentiality: G.S. § 132-1.1(a)

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

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

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	 <p>LITIGATION CASE RECORDS Civil suits to which the agency is a party. Includes affidavits, agreements, appeals, bills, briefs, citations, commitments, complaints, discharges, motions, notices, pleas, releases, statements, testimony, verdicts, waivers, warrants, and writs.</p>	<p>a) Retain in office cases having precedential or historical value permanently.</p> <p>b) Destroy in office adjudicated cases 6 years after final disposition.</p> <p>c) Destroy in office non-adjudicated cases (out-of-court claims) 6 years after final disposition or expiration of relevant statute of limitations.</p>	Confidentiality: G.S. § 132-1.1(a) G.S. § 132-1.9
17.	<p>OATHS OF OFFICE</p> <p>See also GOVERNING AND ADVISORY BODY MEMBER FILES, page 7, item 29.</p>	<p>Transfer official copy of oath of office to the Clerk to the Board.</p> <p><i>Retention Note: The Clerk to the Board should present a copy of the oaths of elected officials to the Clerk of Superior Court for recording. The Clerk to the Board maintains the original oaths.</i></p>	Authority: G.S. § 153A-26 Retention: G.S. § 7A-103(2)
18.	<p>PERMISSIONS</p> <p>Records conferring legal permission. Includes copyright permission requests and requests for permission to publish intellectual property or holdings of the agency. Also includes copyrights, patents, and trademarks held by the agency.</p>	<p>a) Retain in office permanently records conferring perpetual legal permission as well as records documenting copyrights, patents, and trademarks held by the agency.</p> <p>b) Destroy in office 3 years after expiration records concerning one-time copyright permissions granted by the agency.</p>	
19.	<p>PRE-TRIAL RELEASE PROGRAM RECORDS</p> <p>Records documenting supervision for defendants who do not pose a risk to the community as they await trial.</p>	<p>Destroy in office 3 years after trial.</p>	

5

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

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

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.	<p>REASONABLE ACCOMMODATIONS Records concerning agency efforts to provide reasonable accommodations to the general public under Title II of the Americans with Disabilities Act, Housing and Urban Development Act, 1973 Rehabilitation Act, and Title VII of the Civil Rights Act of 1964. Includes constituent requests, survey of agency buildings to determine accessibility to the physically handicapped, proposals for implementation, and resolutions.</p> <p>See also CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS, page 4, item 17, and CIVIL RIGHTS CASE RECORDS, page 43, item 3.</p>	Destroy in office after 2 years.*	Authority: 42 USC 12132
21.	<p>RELEASE FORMS Records documenting consent and waiving the individual's right to hold the agency responsible for injuries or damages occurring while voluntarily participating in events or activities.</p>	Destroy in office 5 years after termination of release/waiver.	
22.	<p>VEHICLE TITLES Titles of agency owned vehicles.</p>	Dispose of in accordance with Division of Motor Vehicles procedures for title transfer upon disposition of vehicle.	Authority: G.S. § 20-72

5

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

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

STANDARD 6: PERSONNEL RECORDS
 Official records and materials created and accumulated incidental to the employment, qualifications, training, and pay status of agency employees. Comply with applicable provisions of G.S. § 115C Article 21A (LEAs), G.S. § 122C-158 (area authorities), G.S. § 130A-45.9 (public health authorities), G.S. § 153A-98 (county), G.S. § 160A-168 (municipal), G.S. § 161E-257.2 (public hospitals), and G.S. § 162A-6.1 (water and sewer authorities) regarding confidentiality of personnel records.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABOLISHED POSITIONS	Destroy in office after 1 year.	
2.	 ADMINISTRATIVE INVESTIGATIONS Records concerning the investigation of conduct problems among agency personnel. See also DISCIPLINARY ACTIONS , page 53, item 12.	a) Destroy in office after 3 years records concerning complaints against agency personnel that are resolved without an internal investigation. b) Destroy in office after 5 years records concerning complaints lodged against agency personnel that are exonerated. Destroy in office 5 years after final disposition or expiration of relevant statute of limitations complaints lodged against agency personnel that are settled out-of-court. c) Transfer investigation reports, disciplinary actions, and other related internal affairs case records to PERSONNEL RECORDS (OFFICIAL COPY) , page 60, item 29.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

6

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3. 	APPLICATIONS FOR EMPLOYMENT Records submitted by job applicants for vacant positions or by current employees for promotion, transfer, or training opportunities. Includes applications, transcripts, resumes, letters of reference, and other related records.	a) Transfer applications, resumes, transcripts, and similar records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) , page 60, item 29. b) Destroy in office after 2 years unsolicited application materials from individuals hired. c) Destroy in office records concerning individuals not hired 2 years after date of receipt, if no charge of discrimination has been filed. If charge has been filed, destroy in office 1 year after resolution of charge.* d) Destroy in office 2 years after receipt unsolicited applications/resumes and those received after posted closing dates.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 1602.31
4.	APPRENTICESHIP PROGRAM RECORDS Records concerning registered apprenticeship programs. Includes applications and selection materials as well as aggregated data. Also includes apprenticeship affirmative action plans.	Destroy in office 5 years after the making of the record or the personnel action involved, whichever occurs later.	Authority: 29 CFR 30.4(a) 29 CFR 1602.20 Retention: 29 CFR 30.12(d) 29 CFR 1602.21

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p> APTITUDE AND SKILLS TESTING RECORDS Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. Includes civil service examinations.</p> <p>See also EMPLOYMENT SELECTION RECORDS, page 55, item 17.</p>	Destroy in office after 2 years.	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)(iv)</p>
6.	<p>ASBESTOS TRAINING Records concerning training programs about the proper management of asbestos.</p> <p>See also BLOODBORNE PATHOGEN TRAINING, page 52, item 8, and HAZARDOUS MATERIALS TRAINING RECORDS, page 57, item 21.</p>	<p>a) Destroy in office employee-specific records 1 year after separation.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	<p>Retention: 29 CFR 1910.1001(m)(4)</p>
7.	<p>BENEFITS RECORDS Records concerning life, health, accident, and disability insurance plans as well as seniority and merit systems. Includes records concerning systems in which employees can select fringe benefits from a cafeteria plan, including flexible spending plans. File also includes notifications, election and claim forms, rejection letters, and other records related to COBRA (Consolidated Omnibus Budget Reconciliation Act).</p>	<p>a) Destroy in office approved claims forms after 2 years.*</p> <p>b) Destroy in office rejected requests 6 months after decision.</p> <p>c) Destroy in office notifications to employees or dependents informing them of their rights to continue insurance coverage after termination or during disability or family leave 3 years after employee returns or eligibility expires.</p> <p>d) Destroy in office remaining records 1 year after plan is terminated.</p>	<p>Retention: 29 CFR 1627.3(b)(2)</p>

6

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	<p>BLOODBORNE PATHOGEN TRAINING Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors.</p> <p>See also ASBESTOS TRAINING, page 51, item 6, and HAZARDOUS MATERIALS TRAINING RECORDS, page 57, item 21.</p>	Destroy in office after 3 years.	Retention: 29 CFR 1910.1030(h)(2)(ii)
9.	 <p>CERTIFICATION AND QUALIFICATION RECORDS Records concerning certification or qualification as required for employment, continued employment, or promotion.</p> <p>See also APPLICATIONS FOR EMPLOYMENT, page 50, item 3.</p>	<p>a) Destroy in office certificates 5 years after date of separation.</p> <p>b) Destroy in office instructional materials, assessments, and other related records when superseded or obsolete.</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 1602.31</p>
10.	<p>DIRECTORIES, ROSTERS, OR INDICES Includes records listing employees, their job titles, work locations, phone numbers, e-mail addresses, and similar information.</p>	Destroy in office when superseded or obsolete.	

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	<p>DISABILITY SALARY CONTINUATION CLAIMS Forms used by disabled employees to apply for salary continuation benefits. Also include short-term disability claims forms and other related records.</p>	<p>a) Transfer original forms to Local Government Employees' Retirement System (LGERS) or Teachers' and State Employees' Retirement System (TSERS) for action when received.</p> <p>b) Destroy in office remaining records after 3 years.</p>	
12.	<p>DISCIPLINARY ACTIONS Correspondence (including e-mail) and other records concerning disciplinary actions taken against employees by personnel or supervisory staff, including records documenting terminations. Includes records created by civil service boards when considering, or reconsidering on appeal, an adverse action against an employee.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY), page 60, item 29.</p> <p>b) Destroy in office all remaining records 2 years after resolution of all actions.</p>	<p>Authority: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 1602.31</p> <p>Subject to the public information provision delineated in the above authorities.</p>
13.	<p>DUAL EMPLOYMENT Records concerning employees' requests and authorizations to accept employment with another local government agency.</p>	<p>a) Destroy in office approved requests and related records 1 year after employee terminates additional employment.</p> <p>b) Destroy in office denied requests and related records after 6 months.</p>	

6

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14. 	<p>EDUCATIONAL LEAVE AND REIMBURSEMENT</p> <p>Includes records requesting educational leave and tuition assistance, reimbursements, and other related records.</p> <p>See also LEAVE RECORDS, page 57, item 24.</p>	<p>a) Transfer records documenting approved leave requests to PERSONNEL RECORDS (OFFICIAL COPY), page 60, item 29.</p> <p>b) Destroy in office records concerning denied requests 6 months after denial.* Destroy in office records concerning approved tuition reimbursements 3 years after reimbursement.*</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>
15. 	<p>ELIGIBILITY RECORDS</p> <p>Includes the I-9 forms, employment authorization documents filed with the U.S. Department of Labor, petitions filed by the agency, E-Verify documentation, and Selective Service Registration compliance forms.</p>	<p>a) I-9 forms have mandatory retention throughout the duration of an individual’s employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later.</p> <p>b) Destroy in office after 5 years employment authorization documents filed with the U.S. Department of Labor.</p> <p>c) Destroy in office immigrant or nonimmigrant petitions filed by the agency 3 years after employee separation.</p> <p>d) Destroy in office remaining records 1 year after employee separation.</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 8 USC 1324a(b)(3)</p>
16. 	<p>EMPLOYEE ASSISTANCE PROGRAMS</p> <p>Records documenting assistance and counseling opportunities. Includes requests for information, referrals, forms, releases, correspondence, and other related records.</p>	<p>Destroy in office after 3 years.</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17. 	<p>EMPLOYMENT SELECTION RECORDS</p> <p>Records concerning the selection of applicants for vacant positions or of current employees for promotion, transfer, or training opportunities. Includes interview documentation, rosters, eligibility lists, test ranking sheets, justification statements, background and criminal history checks, and similar records.</p> <p>See also APPLICATIONS FOR EMPLOYMENT, page 50, item 3, and APTITUDE AND SKILLS TESTING RECORDS, page 51, item 5.</p>	<p>a) Destroy in office background and criminal history checks after 5 years.</p> <p>b) Destroy in office remaining records 2 years after hiring decision.*</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)</p>
18. 	<p>EXIT INTERVIEW RECORDS</p> <p>Includes feedback from employees planning to separate from the agency.</p>	<p>Destroy in office after 1 year.</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>

6

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19. 	<p>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</p> <p>Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA, and other related records.</p> <p>See also LEAVE RECORDS, page 57, item 24.</p>	Destroy in office 3 years after leave ends.*	<p>Authority: 29 CFR 825.110</p> <p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 825.500(b)</p>
20. 	<p>GRIEVANCES</p> <p>Includes initial complaint by employee, investigation, action, summary, and disposition.</p> <p>See also DISCIPLINARY ACTIONS, page 53, item 12, and PERSONNEL RECORDS (OFFICIAL COPY), page 60, item 29.</p>	Destroy in office after 2 years.*	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>

6

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.	<p>HAZARDOUS MATERIALS TRAINING RECORDS Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors.</p> <p>See also ASBESTOS TRAINING, page 51, item 6, and BLOODBORNE PATHOGEN TRAINING, page 52, item 8.</p>	Destroy in office after 5 years.	Authority: 29 CFR 1910.120(p)(8)(iii) 10A NCAC 15
22.	<p>INTERNSHIP PROGRAM Records concerning interns and students who work for the agency.</p>	Destroy in office after 2 years.	
23.	<p>LAW ENFORCEMENT TRAINING Records concerning internal training for law enforcement personnel.</p>	Retain in office permanently.	
24.	<p> LEAVE RECORDS Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, etc. Also includes records documenting leave without pay.</p> <p>See also EDUCATIONAL LEAVE AND REIMBURSEMENT, page 54, item 14, FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS, page 56, item 19, and MILITARY LEAVE, page 58, item 26.</p>	<p>a) Destroy in office denied requests after 6 months.</p> <p>b) Destroy in office approved requests 3 years after return of employee or termination of employment.*</p>	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

6

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
25. 	<p>MEDICAL RECORDS Records concerning asbestos, toxic substances, and bloodborne pathogen exposure; medical examinations required by state or federal law; and records of injury or illness. (Does not include worker’s compensation or health insurance claim records.)</p>	<p>a) Destroy in office exposure records 30 years after date of exposure.* b) Destroy in office records pertaining to first-aid job-related illness and injury after 5 years. c) Provide medical records to employees who have worked for less than 1 year at time of separation. d) Destroy in office after 1 year records concerning physical examinations or health certificates. e) Destroy in office remaining records 30 years after employee separation.</p> <p><i>Retention Note: Records must be maintained separately from an employee’s personnel jacket. If part of a worker’s compensation claim, follow disposition for WORKERS’ COMPENSATION PROGRAM CLAIMS, page 65, item 50.</i></p>	<p>Authority: 29 CFR 1910.1020(e)</p> <p>Confidentiality: 29 CFR 1630.14(c)(1) 29 CFR 1910.1030(h)(1)(iii)</p> <p>Retention: 29 CFR 1627.3(b)(1)(v) 29 CFR 1910.1020(d) 42 USC 12112(d)(3)</p>
26.	<p>MILITARY LEAVE Records concerning military leave, as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA).</p> <p>See also LEAVE RECORDS, page 57, item 24.</p>	<p>Destroy in office 3 years after leave ends or employee separates from agency.*</p>	<p>Authority: 5 CFR 1208</p>

6

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27. 	<p>PERFORMANCE REVIEWS Information used to establish employees' goals and primary tasks. Records used to evaluate each employee's work performance.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY), page 60, item 29.</p>	Destroy in office after 3 years.	<p>Confidentiality (applies only to performance evaluations):</p> <p>G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>
28.	<p>PERSONNEL ACTION NOTICES Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, and position or job title.</p>	Transfer records to PERSONNEL RECORDS (OFFICIAL COPY) , page 60, item 29.	Subject to the public information provision delineated in relevant General Statutes.

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29. 	<p>PERSONNEL RECORDS (OFFICIAL COPY) Official copy of personnel file maintained on each permanent and temporary agency employee. Includes basic employee information and records and forms relating to the selection or non-selection, promotion, transfer, leave, salary, suspension, and termination of employment.</p> <p>Note: For agencies responsible for maintaining personnel files for criminal justice officers, please consult 12 NCAC 09C .0307 for the mandatory records of certification that must be housed in the personnel file.</p> <p>See also MEDICAL RECORDS, page 58, item 25.</p>	<p>a) Destroy in office after 30 years from date of separation information needed to document: date and amount of each increase or decrease in salary with that agency; date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that agency; date and general description of the reasons for each promotion with that agency; date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the agency; and, if the disciplinary action was a dismissal, a copy of the written notice of the final decision of the agency setting forth the specific acts or omissions that are the basis of the dismissal.</p> <p>b) Destroy in office information necessary to verify benefits 30 years after date of separation.</p> <p>c) Destroy in office remaining records when individual retention periods are reached as noted in individual items in the Records Retention and Disposition Schedule.</p>	<p>Authority/ Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>
30. 	<p>PERSONNEL RECORDS (SUPERVISOR COPY) Personnel jacket that is often maintained by supervisors.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY), page 60, item 29.</p> <p>b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u></p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
31.	POLICIES AND PROCEDURES (PERSONNEL)	a) Retain in office internal agency personnel policies and procedures permanently. b) Destroy in office remaining records when superseded or obsolete.	
32.	 POLYGRAPH RECORDS Includes statements informing employee of the time, place, and reasons for the test; copy of notice sent to examiner identifying employee to be tested; and copies of opinions, reports, or similar records generated by the examiner and provided to the agency.	Destroy in office 3 years from the date the test was given, or from the date the test was requested if no examination was given.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 801.30
33.	POSITION CLASSIFICATION, CONTROL, AND HISTORY Records concerning personnel actions and position control, status of each established permanent, temporary full-time, or part-time position, and other related topics. Also includes listings providing classification, titles, and position numbers. See also POSITION DESCRIPTIONS , page 61, item 34.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
34.	POSITION DESCRIPTIONS Includes information on job title, grade, duties, agency assigned, and responsibilities.	Destroy in office 2 years after superseded.	Retention: 29 CFR 1620.32

6

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	POSITION EVALUATIONS Forms used to evaluate the primary purpose of a position.	Destroy in office after 1 year.	
36.	RECRUITMENT RECORDS Includes ads and notices of overtime, promotion, and training. Also includes employment listings.	Destroy in office 1 year from date of record.	Retention: 29 CFR 1627.3(b)
37.	RETIREMENT RECORDS Includes plans and related records outlining the terms of employee pension and other deferred compensation plans.	a) Destroy in office records documenting deferred compensation 3 years after payment.* b) Destroy in office descriptive information about retirements plans 1 year after plan is terminated. c) Destroy in office records concerning employer-sponsored retirement plans 7 years after payment.* d) Transfer Local Governmental Employees' Retirement System (LTERS) forms to Department of State Treasurer. e) Transfer applicable records to PERSONNEL RECORDS (OFFICIAL COPY) , page 60, item 29.	Retention: 29 CFR 1627.3(b)(2)
38.	 SEASONAL AND CONTRACT WORKER RECORDS Records concerning seasonal or contractual employees who are not provided with or eligible for benefits.	Destroy in office 5 years after date of separation.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
39.	<p>SECONDARY EMPLOYMENT Records concerning employees' requests and authorizations to accept employment with a private entity.</p>	<p>a) Destroy in office approved requests and related records 1 year after employee terminates outside employment. b) Destroy in office denied requests and related records after 6 months.</p>	
40.	<p>SERVICE AWARDS AND COMMENDATIONS Includes award and selection committee reports, nominations, selection criteria, and similar administrative records relating to employee recognition or incentive programs. See also PERSONNEL RECORDS (OFFICIAL COPY), page 60, item 29.</p>	<p>Destroy in office 2 years from date of record creation or the personnel action involved.</p>	
41.	<p>SUGGESTIONS AND SURVEYS Recommendations and feedback submitted by agency employees.</p>	<p>Destroy in office after 1 year.</p>	
42.	<p>TRAINING AND EDUCATIONAL RECORDS Includes employee-specific records (certificates, transcripts, test scores, etc.) relating to the training, testing, or continuing education of employees. See also CONFERENCES AND WORKSHOPS, page 67, item 4, and EDUCATIONAL LEAVE AND REIMBURSEMENT, page 54, item 14. Other required trainings are handled in ASBESTOS TRAINING, page 51, item 6, BLOODBORNE PATHOGEN TRAINING, page 52, item 8, and HAZARDOUS MATERIALS TRAINING RECORDS, page 57, item 21.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY), page 60, item 29, if such training and testing is required for the position held or could affect career advancement. b) Destroy in office remaining records after 1 year.</p>	<p>Retention: 29 CFR 1627.3(b)(1)(iv)</p>

6

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
43. 	UNEMPLOYMENT COMPENSATION CLAIMS Claim forms and other related records concerning unemployment compensation cases.	Destroy in office after 3 years.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
44.	UNEMPLOYMENT COMPENSATION REPORTS Quarterly reports showing month-to-date wages, month-to-date compensation, year-to-date wages, and year-to-date compensation for each employee. May be filed with NC Division of Employment Security.	Destroy in office after 3 years.*	
45.	UNEMPLOYMENT INSURANCE Forms submitted to the Department of Commerce to report wage records of terminated employees.	Transfer to the N.C. Department of Commerce, Division of Employment Security.	
46.	VERIFICATION OF EMPLOYMENT RECORDS Inquiries and responses concerning verification of an employee's prior or current employment with the agency.	Destroy in office after 1 year.	
47.	VOLUNTEER RECORDS Records concerning individuals who volunteer to assist with various agency activities.	Destroy in office 2 years after completion of assignment.	
48.	WORK SCHEDULES AND ASSIGNMENTS Records concerning work, duty, shift, crew, or case schedules, rosters, or assignments.	Destroy in office after 1 year.	

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

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

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
49.	<p>WORKERS' COMPENSATION PROGRAM ADMINISTRATION</p> <p>Includes program policies, guidelines, and related administrative documentation.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	
50.	<p> WORKERS' COMPENSATION PROGRAM CLAIMS</p> <p>Records concerning workers' compensation claims filed by employees' supervisors concerning accidental injuries or illnesses suffered on the job. Includes Employer's Report of Injury to Employee (Form 19), accident investigation reports, medical reports, claim cost reports, reference copies of medical invoices, and other related records.</p> <p><i>Note: All official copies of claims records should be transferred to the North Carolina Industrial Commission in compliance with G.S. § 97-92(a).</i></p>	<p>Destroy in office agency's working file for workers' compensation claims by its employees 5 years after employee returns to work or separates from agency.</p>	<p>Confidentiality: G.S. § 8-53 G.S. § 97-92(b)</p>

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

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

STANDARD 7: PUBLIC RELATIONS RECORDS

Official records and materials created and accumulated by internal public relations programs operated by the agency.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>AGENCY PUBLICATIONS Publications created at agency expense. Also includes correspondence and other related records regarding the design and creation of agency publications.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy publications management records after 5 years. c) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u></p>	
2.	<p>AUDIO-VISUAL RECORDINGS Recordings (including digital) and films produced by the agency. This does not include recordings of public meetings or security videos. See also AUDIO AND VIDEO RECORDINGS OF MEETINGS, page 2, item 7, and OFFICE SECURITY RECORDS, page 12, item 46.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u></p>	
3.	<p>COMMUNITY AWARDS Records concerning awards by the agency recognizing community contributions.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u></p>	

7

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

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

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>CONFERENCES AND WORKSHOPS Records concerning conferences and workshops conducted by agency employees. Includes slides, charts, transparencies, handouts, and other related records used in presentations.</p> <p>See also TRAINING AND EDUCATIONAL RECORDS, page 63, item 42.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.</p>	
5.	<p>EDUCATIONAL MATERIALS Materials produced for usage by teachers or tour groups. Includes lesson plans, activities, and other related records.</p>	<p>Destroy in office when superseded or obsolete.</p>	
6.	<p>FUND DRIVE AND EVENT RECORDS Records documenting the promotion and organization of fund drives and other special events in which the agency participated. Includes records concerning solicitations requesting and donations providing money or in-kind donations for agency programs. Also includes invitations, registration materials, agendas, handouts, presentations, and programs.</p> <p>See also DONATIONS AND SOLICITATIONS, page 22, item 21.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.</p>	
7.	<p>INVITATIONS Invitations sent and received concerning agency and external functions.</p>	<p>Destroy in office after event occurs.</p>	

7

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

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

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	MEDIA FILE Reference copies of newspaper, magazine, and other media clippings concerning the agency, agency officials, and other topics of interest.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	
9.	POPULAR ANNUAL FINANCE REPORT Comprehensive annual financial report (CAFR)	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
10.	PUBLIC HEARINGS Includes agendas, minutes, notices, speaker sign-up sheets, and similar documentation.	a) Retain in office minutes permanently. b) Destroy in office remaining records after 1 year.	
11.	PUBLIC RECORDS REQUESTS Formal requests submitted by persons seeking access to agency records along with documentation of agency response.	Destroy in office 2 years after resolution.* <i>Note: These disposition instructions apply only to the request, internal agency records related to searching for and preparing responsive records, and communication fo response; the documents that are responsive to public records requests should be handled acording to their respective disposition instructions. However, if the agency also retains separate copies of the documents that are responsive to public records requests, they may also be destroyed 2 years after completion of the request.</i>	
12.	PUBLICITY RECORDS Records concerning overall public relations of agency. Includes advertisements, announcements, correspondence (including e-mail), photographic materials, news and press releases, and other related records.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.*	

7

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

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

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	SOCIAL MEDIA	See APPENDIX (page 78) for guidance in handling social media.	
14.	SPEECHES Speeches made by agency officials.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>48 hours</u>	
15.	WEBSITE (ELECTRONIC) Records created and maintained in paper and electronic formats concerning the creation and maintenance of the agency’s presence on the World Wide Web. Includes correspondence (including e-mail), procedures, instructions, website designs, HTML/XHTML, or other web-based file formats, and other related records. See also WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE , page 42, item 19.	a) Capture website annually or whenever a major revision in design and/or content has taken place, whichever occurs first. Retain captured content in office permanently. Can be maintained as website snapshots or via Web crawler. b) Destroy in office remaining records when superseded or obsolete.	

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

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

STANDARD 8: RISK MANAGEMENT RECORDS

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

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE)</p> <p>See also WORKERS' COMPENSATION PROGRAM CLAIMS, page 65, item 50.</p>	<p>a) Transfer records resulting in workers' compensation to WORKERS' COMPENSATION PROGRAM CLAIMS, page 65, item 50.</p> <p>b) Destroy in office remaining employee claims 3 years after settlement or denial of claim.*</p> <p>c) Destroy in office adult non-employee reports 3 years after settlement or denial of claim.*</p> <p>d) Destroy in office reports that do not result in claims or official action after 3 years.</p> <p>e) Destroy in office reports of minors after minor has reached age of 21.</p>	
2.	ASBESTOS MANAGEMENT PLAN	<p>a) Destroy in office 1 year after building is demolished.</p> <p>b) If building is sold, transfer records to new owner.</p>	Retention: 29 CFR 1910.1001(j)(3)(ii)
3.	DECLARATIONS AND TERMINATIONS OF STATES OF EMERGENCY	Retain in office permanently.	Authority: G.S. § 166A-19.22

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

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

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4. 	DISASTER AND EMERGENCY MANAGEMENT PLANS Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes background surveys, studies, reports, and records concerning the process of notifying personnel in the event of an emergency. Also includes Continuity of Operations Plans (COOP) and Business Continuity Plans (BCP).	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-1.7
5.	DISASTER RECOVERY Administrative records documenting recovery efforts.	a) Retain in office permanently records documenting major agency disaster recovery efforts b) Destroy in office after 3 years records concerning minor or routine agency recovery operations that are managed with minimal disruption to normal operations.	
6.	EMERGENCY DRILLS AND EQUIPMENT RECORDS Includes test records for fire suppression, defibrillator, respirator fit, and other emergency equipment. Also includes records concerning agency emergency and fire drills.	Destroy in office when superseded or obsolete.	
7.	EMPLOYEE SECURITY RECORDS Records concerning the issuance of keys, identification cards, parking assignments, passes, etc., to employees.	Destroy in office when superseded or obsolete.	
8.	FIRE, HEALTH, AND SAFETY RECORDS Records concerning agency safety measures. Includes reports, logs, and other related records documenting inspections of agency facilities.	Destroy in office when superseded or obsolete.	

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

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

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	FUEL OIL STORAGE TANK RECORDS	Destroy in office closure records 3 years after completion of permanent closure.	Authority: 40 CFR 280.34 Retention: 40 CFR 280.74
10.	HAZARDOUS MATERIALS MANAGEMENT Records related to hazardous materials and hazard mitigation plans.	a) Destroy in office after 30 years records related to hazardous materials, including biowaste. b) Destroy in office after 5 years records concerning the receipt, maintenance, and disposal of radioactive materials. c) Destroy in office 3 years after superseded or obsolete records concerning hazard mitigation plans.	
11.	INSURANCE POLICIES Records concerning automobile, theft, fire, and all other insurance policies purchased by agency. Also includes insurance audits, claims reports, surveys, endorsements, certificates of insurance, and waivers.	a) Destroy in office records concerning automobile and other liability insurance policies 10 years after superseded or obsolete.* b) Destroy in office certificates of insurance after 1 year. c) Destroy in office self-insurer certifications 6 years from date of termination of policy or settlement of all claims. d) Destroy in office remaining records after 1 year after superseded or obsolete.	
12.	LOSS CONTROL INSPECTION REPORTS Self-inspections to identify potential liabilities or hazards that may exist in agency owned buildings or property.	Destroy in office when superseded or obsolete.	

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

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



ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	LOST, STOLEN, OR DAMAGED PROPERTY REPORTS Includes citizen reports of property lost or stolen at agency. Also includes reports and employee narratives of vandalism to agency property.	Destroy in office after 2 years.*	
14.	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Records concerning injury or illness, extent and outcomes, summary totals for calendar year, and OSHA forms. Includes ergonomic assessments for employees.	Destroy in office after 5 years.	Retention: 29 CFR 1904.33 29 CFR 1904.44
15.	SAFETY DATA SHEETS Forms supplied to agencies from manufacturers and distributors of hazardous materials for materials held by the agency.	Destroy in office 30 years after materials have been disposed of according to manufacturer's instructions. <i>Retention Note: A data sheet for a mixture may be discarded if the new data sheet includes the same hazardous chemicals as the original formulation. If the formulation is different, both data sheets must be retained for 30 years. Data sheets may also be discarded if some other record identifying the substances used, where they were used, and when they were used is retained the required 30-year period.</i>	Retention: 29 CFR 1910.1020(d)(1)(ii)(B)

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

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

STANDARD 9: WORKFORCE DEVELOPMENT RECORDS

Official records created and accumulated by the agency to manage workforce development programs. Relevant legislation includes the Comprehensive Employment and Training Act, the Job Training and Partnership Act, the Workforce Investment Act, and the Workforce Innovation and Opportunity Act.

ITEM #	STANDARD 9: WORKFORCE DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>AUDIT/AUDIT RESOLUTIONS</p> <p>Records concerning reports from financial and compliance audits conducted on WIA programs in accordance with OMB Circular A-133. Includes audit reports and correspondence concerning audits and audit resolutions for the local area. Also includes federal and state audits.</p>	Destroy in office after 3 years.	Authority: OMB Circular A-133 29 CFR 97.26
2.	<p>LOCAL AREA JOB TRAINING PLAN RECORDS</p> <p>Records concerning the local board’s bid process for contracting workforce development programs.</p>	Destroy in office when superseded or obsolete.	Authority: 20 CFR 652.8
3.	<p>PARTICIPANT RECORDS</p> <p>Records concerning applicants, registrants, eligible applicants/registrants, participants, terminees, and employees who submit requests for services of the Dislocated Workers Program and Workforce Investment Act programs. Includes applications, client history, Employability Development Plans, program referral, monitoring notes, pay authorizations, release forms, and WIA follow-up questionnaires.</p>	Destroy in office 3 years after close of audit/final year expenditure.*	Authority: 20 CFR 652.8

9

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

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

DESTRUCTION OF PUBLIC RECORDS

Q. When can I destroy records?

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are "Retain in office permanently," which means that those records must be kept in your offices forever.
-

Q. How do I destroy records?

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

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

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

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

Without your agency's approval of this records schedule, no records may legally be destroyed.

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

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

If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page 86) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

Q. Am I required to tell anyone about the destructions?

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. See a sample destructions log that follows (and is available online at the State Archives of North Carolina website, <https://archives.ncdcr.gov/government/forms-government>).

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

Q. When can I delete my e-mail?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see **LEAVE RECORDS**, page 57, item 24).

GEOSPATIAL RECORDS

Q. Why should geographic information system (GIS) datasets be retained and preserved?

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

Q. What GIS datasets should be preserved by local governments?

- A.** The following types of geospatial records have been designated as having archival value:
- Parcel data
 - Street centerline data
 - Corporate limits data
 - Extraterritorial jurisdiction data
 - Zoning data, address points
 - Orthophotography (imagery)
 - Utilities
 - Emergency/E-911 themes
-

Q. How often should we capture the datasets retained for their legal, fiscal, evidential or historical value?

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.
-

Q. What data formats, compression formats, and media should be used to preserve the data?

- A.** Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the GICC website at <http://www.ncgicc.com/>

You should also comply with guidelines and standards issued by the State Archives of North Carolina, which are available on its website.

Q. *Who should be responsible for creation and long-term storage of archived data?*

- A.** The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to NCOneMap, consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

MICROFILM

Q. Why do you still use microfilm?

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

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

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

Q. What film services do you provide?

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

Q. How do I get my minutes filmed?

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

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

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

A. Call the Raleigh Office at (919) 814-6900, and ask for the Records Management Analyst in charge of microfilm coordination.

Q. Can I send you my minutes electronically?

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

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

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

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

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

DISASTER ASSISTANCE

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

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.

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

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

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

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

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

Q. What are essential records?

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

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

STAFF TRAINING

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

A. We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:

- Managing public records in North Carolina
- Scanning/digital imaging
- Disaster preparedness and recovery
- Confidentiality
- Organizing paper and digital files
- E-mail
- Digital communications

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

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

Q. Are workshops offered only in Raleigh?

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

Q. Is there a fee for workshops?

A. Not at this time.

Q. Are the workshops available in an online format?

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



Request for Disposal of Unscheduled Records

AGENCY INFORMATION

Requestor name _____

Location and Agency [e.g., County/Municipality + Department of Social Services] _____

Phone and email _____

Mailing Address _____

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

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by: _____
Signature Title Date

Approved by: _____
Signature Requestor's Supervisor Date

Concurred by: _____
Signature Assistant Records Administrator Date
State Archives of North Carolina

INDEX

1

1099 FORMS. *SEE* TAX FORMS

A

ABOLISHED POSITIONS, 49
ABSTRACTS OF MUNICIPAL ELECTIONS, 1
ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE), 70
ACCOUNTS PAYABLE, 18
ACCOUNTS RECEIVABLE, 18
ACCOUNTS UNCOLLECTABLE, 18
ACCREDITATION RECORDS, 1
ADDRESS POINTS, 32
ADMINISTRATION AND MANAGEMENT RECORDS, 1
ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES, 1
ADMINISTRATIVE INVESTIGATIONS, 49
AFFIDAVITS OF PUBLICATION, 43
AGENCY PUBLICATIONS, 66
AGENDA AND MEETING PACKETS, 1
AMBULANCE SERVICE BILLS AND RECORDS FOR EMERGENCY MEDICAL SERVICE. *SEE* ACCOUNTS PAYABLE
ANNUAL BUDGET, 19
APPLICATIONS FOR APPOINTMENT, 2
APPLICATIONS FOR EMPLOYMENT, 50
APPOINTMENT REPORTS, 2
APPRENTICESHIP PROGRAM RECORDS, 50
APTITUDE AND SKILLS TESTING RECORDS, 51
ARBITRAGE RECORDS, 19
ASBESTOS MANAGEMENT PLAN, 70
ASBESTOS TRAINING, 51
AUDIO AND VIDEO RECORDINGS OF MEETINGS, 2
AUDIO-VISUAL RECORDINGS, 66
AUDITS
 FINANCIAL, 19
 IT SYSTEMS, 37
 PERFORMANCE, 2
AUTHENTICATIONS, 43
AUTHORIZATION FORMS, 19

B

BANK STATEMENTS, 19
BANK STATEMENTS AND RECONCILIATIONS, 19
BENEFITS RECORDS, 51
BENEFITS REIMBURSEMENT PLAN. *SEE*
BIDS FOR DISPOSAL OF PROPERTY, 20

BIDS FOR PURCHASE, 20
BIOGRAPHICAL DATA. *SEE* HISTORY RECORDS
BLOODBORNE PATHOGEN TRAINING, 52
BLUEPRINTS AND SPECIFICATIONS, 3
BOND CLOSING RECORDS, 20
BOND REGISTER, 20
BONDS, 3
BONDS, NOTES, AND COUPONS, 20
BUDGET ADMINISTRATION RECORDS, 21
BUDGET EXECUTION RECORDS, 21
BUDGET REPORTS, 21
BUDGET REQUESTS AND WORKING PAPERS, 21
BUDGET RESOLUTIONS AND ORDINANCES, 21
BUDGET, FISCAL, AND PAYROLL RECORDS, 18
BULLETINS, 3
BUSINESS CERTIFICATION RECORDS, 3
BUSINESS DEVELOPMENT SUBJECT FILE, 3

C

CALENDARS OF EVENTS AND APPOINTMENTS, 3
CALL CENTER RECORDINGS. *SEE* CUSTOMER CALL CENTER RECORDINGS
CANCELED CHECKS. *SEE* BANK STATEMENTS AND RECONCILIATIONS
CASH REPORTS. *SEE* ACCOUNTS RECEIVABLE
CENSUS PROJECT RECORDS, 4
CERTIFICATION AND QUALIFICATION RECORDS, EMPLOYEE, 52
CHARTER RECORDS, 4
CHECK REGISTERS. *SEE* BANK STATEMENTS AND RECONCILIATIONS
CHECK STUBS. *SEE* BANK STATEMENTS AND RECONCILIATIONS
CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS, 4
CITIZEN SURVEYS, 5
CIVIL RIGHTS CASE RECORDS, 43
CIVIL RIGHTS RECORDS, 44
COLLECTED DATA, 5
COMMUNITY AWARDS, 66
COMPLAINTS (CITIZEN). *SEE* CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS
COMPREHENSIVE PLAN, 5
COMPUTER AND NETWORK USAGE RECORDS, 37
CONDEMNATION RECORDS, 44
CONFERENCES AND WORKSHOPS, 67
CONFLICTS OF COMMITMENT, 44
CONFLICTS OF INTEREST, 44
CONTRACT BUDGET REPORTS, 21

CONTRACT WORKER RECORDS, 62
CONTRACTS, LEASES, AND AGREEMENTS, 45
CORE DATA (GIS RECORDS). *SEE* GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA
CORPORATE LIMITS, 32
CORRESPONDENCE (LEGAL), 46
CORRESPONDENCE AND MEMORANDA, 5
COST ALLOCATION PLANS, 22
CREDIT/DEBIT/PROCUREMENT CARD RECORDS, 22
CUSTOMER CALL CENTER RECORDINGS, 6

D

DAILY DETAIL REPORTS. *SEE* BUDGET REPORTS
DATA DOCUMENTATION (METADATA) (GIS RECORDS). *SEE* GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA)
DATA DOCUMENTATION RECORDS, 37
DATA MIGRATION RECORDS, 38
DATA WAREHOUSES, 38
DEBIT CARD PAYMENTS. *SEE* PAYMENT CARD DATA
DEBT FINANCING. *SEE* LOAN RECORDS
DECLARATORY RULINGS, 45
DELEGATION OF AUTHORITY RECORDS, 45
DEPOSITS. *SEE* ACCOUNTS RECEIVABLE
DESTRUCTIONS LOG, 76
DETAIL REPORT. *SEE* FINANCIAL REPORTS
DIGITIZATION AND SCANNING RECORDS, 38
DIRECT DEPOSIT FORMS. *SEE* ELECTRONIC FUNDS TRANSFERS
DIRECTORIES, ROSTERS, OR INDICES, EMPLOYEE, 52
DISABILITY SALARY CONTINUATION CLAIMS, 53
DISASTER AND EMERGENCY MANAGEMENT PLANS, 71
DISASTER RECOVERY, 71
DISCIPLINARY ACTIONS, 53
DONATIONS AND SOLICITATIONS, 22
DRUG AND ALCOHOL PROGRAMS FILE. *SEE* EMPLOYEE ASSISTANCE PROGRAMS
DUAL EMPLOYMENT, 53

E

EASEMENTS AND RIGHT-OF-WAY AGREEMENTS, 45
EDUCATIONAL ASSISTANCE, EMPLOYEE, 54
EDUCATIONAL LEAVE AND REIMBURSEMENT, 54
EDUCATIONAL MATERIALS, 67
EDUCATIONAL RECORDS, EMPLOYEE, 63
ELECTRONIC FUNDS TRANSFERS, 22
ELECTRONIC RECORDS POLICIES AND PROCEDURES, 38
ELIGIBILITY RECORDS, EMPLOYEE, 54

EMERGENCY DRILLS AND EQUIPMENT RECORDS, 71
EMPLOYEE ASSISTANCE PROGRAMS, 54
EMPLOYMENT SELECTION RECORDS, 55
ENCROACHMENTS, 46
EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS, 6
EQUIPMENT INVENTORIES, 9
EQUIPMENT REFERENCE RECORDS, 6
EQUIPMENT USAGE RECORDS, 6
ESCHEATS AND UNCLAIMED PROPERTY, 22
EXIT INTERVIEW RECORDS, EMPLOYEE, 55
EXPENDITURE REPORTS. *SEE* BUDGET REPORTS
EXTRATERRITORIAL JURISDICTIONS, 33

F

FACILITY ACCESSIBILITY FILE. *SEE*
FACILITY MAINTENANCE, REPAIR AND INSPECTION RECORDS, 7
FACILITY SERVICE AND MAINTENANCE AGREEMENTS. *SEE* CONTRACTS, LEASES, AND AGREEMENTS
FACILITY USAGE RECORDS, 6
FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS, 56
FEE SCHEDULES, 14
FILE PLAN, 88
FINANCIAL JOURNALS AND LEDGERS, 23
FINANCIAL REPORTS, 23
FIRE EXTINGUISHER RECORDS. *SEE* EMERGENCY DRILLS AND EQUIPMENT RECORDS
FIRE, HEALTH, AND SAFETY RECORDS, 71
FIXED ASSETS. *SEE* INVENTORIES
FORMS AND TEMPLATES, 7
FUEL OIL STORAGE TANK RECORDS, 72
FUND DRIVE AND EVENT RECORDS, 67

G

GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA, 30
GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA), 30
GEOGRAPHIC INFORMATION SYSTEM (GIS) INTERNAL STANDARDS AND PROCEDURES, 30
GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS, 31
GEOGRAPHIC INFORMATION SYSTEM (GIS) OPERATIONAL RECORDS, 31
GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT RECORDS, 31
GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS, 30
GOVERNING AND ADVISORY BODY MEMBER FILES, 7

GOVERNMENT EMPLOYEES RETIREMENT SYSTEM
MONTHLY REPORTS, 23
GRANT PROPOSALS, 7
GRANTS, 8
FINANCIAL, 24
GRIEVANCES, 56

H

HAZARDOUS MATERIALS MANAGEMENT, 72
HAZARDOUS MATERIALS TRAINING RECORDS, 57
HEALTH CERTIFICATES, EMPLOYEE. *SEE* MEDICAL RECORDS
HISTORY RECORDS (AGENCY AND EMPLOYEES, 8

I

I-9 FORMS. *SEE* ELIGIBILITY RECORDS
IMAGING RECORDS, 38
IMPROPER CONDUCT INVESTIGATIONS, 8
INDICES, 9
INFORMATION TECHNOLOGY (IT) RECORDS, 37
INFORMATION TECHNOLOGY ASSISTANCE RECORDS, 38
INSPECTION RECORDS. *SEE* EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS
INSPECTION RECORDS, FACILITY, 7
INSURANCE POLICIES, 72
INTERAGENCY PROGRAMS, 9
INTERNAL STANDARDS AND PROCEDURES (GIS RECORDS) \T, 30
INTERNSHIP PROGRAM, 57
INVENTORIES, 9
INVESTMENTS, 24
INVITATIONS, 67
INVOICES. *SEE* ACCOUNTS PAYABLE
IT DISASTER PREPAREDNESS AND RECOVERY PLANS. *SEE* DISASTER AND EMERGENCY MANAGEMENT PLANS

L

LAND OWNERSHIP RECORDS, 46
LEAVE RECORDS, 57
LEGAL OPINIONS, 46
LEGAL RECORDS, 43
LEGAL REVIEW RECORDS, 46
LEGISLATION AND REGULATORY RECORDS, 9
LTERS MONTHLY REPORTS. *SEE* GOVERNMENT EMPLOYEES RETIREMENT SYSTEM MONTHLY REPORTS
LITIGATION CASE RECORDS, 47

LOAN RECORDS, 25
LOCAL GOVERNMENT COMMISSION FINANCIAL STATEMENTS, 25
LOGISTICS MATERIALS, 9
LONGEVITY PAY, 25
LOSS CONTROL INSPECTION REPORTS, 72
LOST, STOLEN, OR DAMAGED PROPERTY REPORTS, 73

M

MAIL, UNDELIVERABLE/RETURNED, 9
MAILING AND DISTRIBUTION RECORDS, 10
MAINTENANCE RECORDS. *SEE* EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS
MAINTENANCE RECORDS, FACILITY, 7
MANAGEMENT STUDIES. *SEE* REPORTS AND STUDIES
MAPPING PROJECT RECORDS, 34
MAPS
ALL OTHER, 36
PARCEL, 35
PARKS, 35
MEDIA FILE, 68
MEDICAL RECORDS, EMPLOYEE, 58
MEMBERSHIP RECORDS, 10
METADATA (GIS RECORDS). *SEE* GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA)
MILITARY LEAVE, 58
MINUTES (STAFF MEETINGS), 11
MINUTES OF PUBLIC BODIES, 11
MISCELLANEOUS (NON-BUILDING) APPLICATIONS, LICENSES, AND PERMITS, 11
MONITORING RECORDS (GIS RECORDS). *SEE* GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS

N

NETWORK AND SYSTEM SECURITY RECORDS, 39
NETWORK DIAGRAMS, 39
NEWSPAPER CLIPPINGS. *SEE* HISTORY RECORDS
NOTICES OF PUBLIC MEETINGS, 12

O

OATHS OF OFFICE, 47
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), 73
OFFICE SECURITY RECORDS, 12

OPERATIONAL RECORDS (GIS RECORDS). *SEE*
GEOGRAPHIC INFORMATION SYSTEM (GIS)
OPERATIONAL RECORDS
ORDINANCE DEVELOPMENT RECORDS, 12
ORDINANCES, 12
ORTHOIMAGERY, 33
OSHA, 73

P

PARKING. *SEE* SECURITY RECORDS, EMPLOYEE
PAYMENT CARD DATA, 25
PAYROLL AND EARNINGS RECORDS, 25
PAYROLL DEDUCTION RECORDS, 26
PENSION PLAN ENROLLMENT FORMS, EMPLOYEE.
SEE RETIREMENT RECORDS
PERFORMANCE REVIEWS, EMPLOYEE, 59
PERMISSIONS, 47
PERSONNEL ACTION NOTICES, 59
PERSONNEL RECORDS, 49
PERSONNEL RECORDS (OFFICIAL COPY), 60
PERSONNEL RECORDS (SUPERVISOR COPY), 60
PEST CONTROL, 12
PETITIONS (CITIZEN). *SEE* CITIZEN COMMENTS,
COMPLAINTS, PETITIONS, AND SERVICE
REQUESTS
PETTY CASH. *SEE* ACCOUNTS RECEIVABLE
POLICIES AND PROCEDURES, 13
POLICIES AND PROCEDURES (PERSONNEL), 61
POLYGRAPH RECORDS, EMPLOYEE, 61
POPULAR ANNUAL FINANCE REPORT, 68
POSITION CLASSIFICATION, 61
POSITION CONTROL, 61
POSITION DESCRIPTIONS, 61
POSITION EVALUATIONS, 62
POSITION HISTORY, 61
POSITION REQUISITION AND ANALYSIS RECORDS.
SEE POSITION CLASIFICATION, CONTROL, AND
HISTORY
POWELL BILL RECORDS, 26
PRE-TRIAL RELEASE PROGRAM RECORDS, 47
PRICE QUOTATIONS, 13
PROCEDURES (GIS RECORDS). *SEE* GEOGRAPHIC
INFORMATION SYSTEM (GIS) INTERNAL
STANDARDS AND PROCEDURES
PROCLAMATIONS AND ORDERS, 13
PROJECT DOCUMENTATION (INFORMATION
TECHNOLOGY), 39
PROJECT RECORDS (GIS RECORDS). *SEE* GEOGRAPHIC
INFORMATION SYSTEM (GIS) PROJECT RECORDS
PROJECTS, 14
PROPERTY INVENTORIES, 9
PROPERTY MANAGEMENT RECORDS, 14

PUBLIC HEARINGS, 68
PUBLIC RECORDS REQUESTS, 68
PUBLIC RELATIONS RECORDS, 66
PUBLICATIONS RECEIVED. *SEE* REFERENCE (READING)
FILE
PUBLICITY RECORDS, 68
PURCHASE ORDERS, 26

Q

QUALIFIED PRODUCTS LISTS, 26

R

RATE SCHEDULES, 14
REASONABLE ACCOMMODATIONS, 48
REBATE (CITIZEN) PROGRAM RECORDS, 4
RECONCILIATIONS (FINANCIAL), 19
RECORDS BACKUPS, SYSTEM MAINTENANCE
RECORDS, 41
RECORDS MANAGEMENT, 14
RECRUITMENT RECORDS, 62
REFERENCE (READING) FILE, 15
REFUND REPORTS. *SEE* FINANCIAL REPORTS
REGULATORY RECORDS (EXTERNAL). *SEE*
LEGISLATION AND REGULATORY RECORDS
RELEASE FORMS, 48
REPAIR RECORDS. *SEE* EQUIPMENT AND VEHICLE
MAINTENANCE, REPAIR, AND INSPECTION
RECORDS
REPAIR RECORDS, FACILITY, 7
REPORTS AND STUDIES, 15
REQUEST FOR CHANGE IN LOCAL GOVERNMENT
RECORDS SCHEDULE, 85
REQUEST FOR DISPOSAL OF ORIGINAL RECORDS
DUPLICATED BY ELECTRONIC MEANS, 87
REQUEST FOR DISPOSAL OF UNSCHEDULED
RECORDS, 86
REQUESTS FOR INFORMATION, 16
REQUESTS FOR PROPOSALS, 16
REQUISITIONS, 27
RESOLUTION DEVELOPMENT RECORDS, 16
RESOLUTIONS, 16
RESPIRATOR PROGRAM RECORDS. *SEE* EMERGENCY
DRILLS AND EQUIPMENT RECORDS
RETIREMENT RECORDS, EMPLOYEE, 62
RETURNED CHECKS. *SEE* ACCOUNTS UNCOLLECTABLE
RISK MANAGMENT RECORDS, 70

S

SAFETY DATA SHEETS, 73
SALES AND USE TAX REPORTS. *SEE* TAX RETURNS

SALES INFORMATION. *SEE* ACCOUNTS RECEIVABLE
 SCANNING RECORDS. *SEE* DIGITIZATION AND
 SCANNING RECORDS
 SCHOLARSHIP RECORDS, 27
 SEASONAL WORKER RECORDS, 62
 SECONDARY EMPLOYMENT, 63
 SECURITY RECORDS, EMPLOYEE, 71
 SECURITY VIDEO RECORDINGS. *SEE* OFFICE SECURITY
 RECORDS
 SELF-INSURER CERTIFICATIONS. *SEE* INSURANCE
 POLICIES
 SERVICE AWARDS AND COMMENDATIONS, 63
 SERVICE REQUESTS (CITIZEN). *SEE* CITIZEN
 COMMENTS, COMPLAINTS, PETITIONS, AND
 SERVICE REQUESTS
 SHIFT PREMIUM PAY, 27
 SOCIAL MEDIA, 69, 78
 SOFTWARE LICENSE AND COPYRIGHT PROVISIONS
 RECORDS, 40
 SPACE NEED STUDIES. *SEE* REPORTS AND STUDIES
 SPECIAL EVENT RECORDS. *SEE* FUND DRIVE AND
 EVENT RECORDS
 SPEECHES, 69
 STANDARDS (GIS RECORDS), 30
 STATE AND OTHER COUNTY PROGRAMS. *SEE*
 REFERENCE (READING) FILE
 STATE OF EMERGENCY, 70
 STATEMENTS OF BACK PAY, 27
 STOLEN PROPERTY REPORTS, 73
 STRATEGIC PLAN. *SEE* COMPREHENSIVE PLAN
 STREET CENTERLINE, 34
 SUGGESTIONS, EMPLOYEE, 63
 SURPLUS PROPERTY, 16
 SURVEYS, EMPLOYEE, 63
 SYSTEM ACCESS RECORDS (INFORMATION
 TECHNOLOGY), 40
 SYSTEM DOCUMENTATION RECORDS, 40
 SYSTEM MAINTENANCE RECORDS: HARDWARE
 REPAIR OR SERVICE, 40
 SYSTEM MAINTENANCE RECORDS: RECORDS
 BACKUPS, 41

T

TAX FORMS, 28
 TAX RETURNS, 28
 TECHNICAL PROGRAM DOCUMENTATION, 41
 TELEPHONE LOGS. *SEE* ACCOUNTS PAYABLE
 TEMPORARY EMPLOYEE RECORDS. *SEE* PERSONNEL
 RECORDS (OFFICIAL COPY)
 TEXT MESSAGES, 78
 TIME SHEETS, CARDS, AND ATTENDANCE RECORDS,
 28

TRACKING MATERIALS, 16
 TRAINING RECORDS, EMPLOYEE, 63
 TRAVEL REIMBURSEMENTS, 28
 TRAVEL REQUESTS, 17
 TSERS MONTHLY REPORTS. *SEE* GOVERNMENT
 EMPLOYEES RETIREMENT SYSTEM MONTHLY
 REPORTS

U

UNEMPLOYMENT COMPENSATION CLAIMS, 64
 UNEMPLOYMENT COMPENSATION REPORTS, 64
 UNEMPLOYMENT INSURANCE, 64
 UTILITY USAGE LOG. *SEE* EQUIPMENT, FACILITY, AND
 VEHICLE USAGE RECORDS
 UTILITY USAGE LOGS AND BILLS. *SEE* ACCOUNTS
 PAYABLE

V

VEHICLE MAINTENANCE, REPAIR, AND INSPECTION
 RECORDS. *SEE* EQUIPMENT AND VEHICLE
 MAINTENANCE, REPAIR, AND INSPECTION
 RECORDS
 VEHICLE MILEAGE LOG. *SEE* EQUIPMENT, FACILITY,
 AND VEHICLE USAGE RECORDS
 VEHICLE REFERENCE RECORDS, 6
 VEHICLE REGISTRATION CARDS, 17
 VEHICLE TITLES, 48
 VEHICLE USAGE RECORDS, 6
 VENDORS, 29
 VERIFICATION OF EMPLOYMENT RECORDS, 64
 VETERANS COMMISSION QUARTERLY REPORTS. *SEE*
 REPORTS AND STUDIES
 VOIP RECORDS, 41
 VOLUNTEER RECORDS, 64
 VOUCHERS. *SEE* ACCOUNTS RECEIVABLE

W

W-2 FORMS. *SEE* TAX FORMS
 W-4 FORMS. *SEE* TAX FORMS
 WARRANTIES. *SEE* EQUIPMENT AND VEHICLE
 MAINTENANCE, REPAIR, AND INSPECTION
 RECORDS
 WEB MANAGEMENT AND OPERATIONS RECORDS:
 STRUCTURE, 42
 WEBSITE (ELECTRONIC), 69
 WORK ORDERS, 17
 WORK SCHEDULES AND ASSIGNMENT RECORDS,
 EMPLOYEE, 64
 WORKERS' COMPENSATION PROGRAM
 ADMINISTRATION, 65

WORKERS' COMPENSATION PROGRAM CLAIMS, 65
WORKFORCE DEVELOPMENT
LOCAL AREA JOB TRAINING PLAN RECORDS, 74
WORKFORCE DEVELOPMENT
AUDIT/AUDIT RESOLUTIONS, 74

WORKFORCE DEVELOPMENT
PARTICIPANT RECORDS, 74
WORKFORCE DEVELOPMENT RECORDS, 74
WORKSHOPS, 67



APPROVE CONTRACT FOR PRESCRIBED FUEL REDUCTION BURN

Description

Approval of a contract between Dare County and North Carolina Forest Service to conduct a controlled fuel reduction burn on property owned by the County, around and adjacent to the boat landing at California Lane, Roanoke Island. This burn will reduce years of fuel (leaf litter and storm debris) build up that has occurred in the area. The result of the project is to decrease the spread of uncontrolled fire and enhance wildlife habitat in the area.

Board Action Requested

Approve contract with North Carolina Forest Service.

Item Presenter

Steven Kovacs, Fire Marshal



COUNTY OF DARE
Department of Emergency Management
Office of the Fire Marshal
P.O. Box 1000, Manteo, North Carolina, 27954

Steven R. Kovacs
Fire Marshal

(252) 475-5750
Fax: (252) 473-3168

To: Chairman Robert Woodard
From: Steven R. Kovacs, Fire Marshal
Date: March 7, 2019
Re: Prescribed Burn on County Property

Attached you will find a contract with North Carolina Forest Service to conduct a prescribed fuel reduction burn on County property that I am requesting the Board to approve. The project would involve property that we own around and to the southwest of the boat landing on California Lane near the intersection with Bowsertown Road, on Roanoke Island. The shaded area on the attached map shows the boundaries of the proposed work; which accounts for nearly 40 acres of land.

The results of the project are twofold. First from a fire mitigation effort, this project will reduce accumulated fuels in this area from pine straw to storm debris. Not only will this reduce the fuels but allow for an area that would slow the spread of any fire along the marsh that could endanger property. The second result is to provide a healthier and rejuvenated wildlife habitat, while encourage new forest growth of native species and reducing/removing invasive plant growth.

North Carolina Forest Service in recent years has worked to expand these programs around the County working with both private and public landowners. This would be a good opportunity to do mitigation work on our own property and lead by example.

This contract is open ended that would allow North Carolina Forest Service to complete the project either this year or next. These projects are completed within certain weather conditions to safely burn the area and limit impacts of smoke to our neighbors. These weather windows during the winter early spring are limited which is the reason for the contract being open ended until the project is completed.

If you have any questions or concerns with this project I would be glad to meet at any time.

4225-1A (3/28/2013)

N.C. FOREST SERVICE
NC DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Location: Lat. 35° 53.802 Long. -75° 40.678
Cost Share PROGRAM - FDP, **NA** OTHER _____
PROJECT NUMBER OR FARM NUMBER: _____

AGREEMENT FOR PRESCRIBED BURNING

COUNTY(S) OF Dare, NORTH CAROLINA. This is made and entered into this 16th day of January, 2019, by and between: County of Dare of P O Box 1000 Manteo

STATE NC ZIP 27954 TELEPHONE: (252) 475-5000
herein called the "Landowner" and the North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service, herein called "Forest Service". WITNESSETH THAT: The Forest Service hereby agrees to provide the said Landowner services for the purpose of prescribed burning, subject to the following terms and conditions.

TYPE OF PRESCRIBED BURNING

- SITE PREPARATION
- HAZ. REDUCTION (WINTER)
- SILVICULTURE (GROWING SEASON)
- WILDLIFE HABITAT
- THREATENED AND ENDANGERED SPECIES (IF T&E SPECIES BLOCK IS CHECKED, FILL OUT BLOCK BELOW)

SPECIES INVOLVED	THREATENED AND ENDANGERED SPECIES SPECIAL PRECAUTIONS TO PROTECT THE SPECIES (IF NEEDED, USE BACK)

A. THE LANDOWNER AGREES TO:

1. Pay Forest Service at the rate of \$ 0.00 per acre; \$ 0.00 per tractor tach hour; and \$ 0.00 per mile for the tractor hauling unit on/for approximately:

LOW ESTIMATE	HIGH ESTIMATE
Acres: <u>40</u>	Acres: <u>90</u>
Hauling Unit Miles: <u>N/A</u>	Hauling Unit Miles: <u>N/A</u>
Tractor Tach Hours: <u>N/A</u>	Tractor Tach Hours: <u>N/A</u>
Other: _____	Other: _____
LOW TOTAL: \$ 0.00	HIGH TOTAL: \$ 0.00

2. Make full payment by check or money order payable to N.C. Department of Agriculture and Consumer Services upon receipt of an invoice from the Forest Service.
3. Properly designate all property lines and corners.
4. Properly designate all improvements (i.e. ditches, fences, outbuildings, etc.) that warrant special consideration and protection, to avoid damage.
5. Provide adequate ingress, egress, regress, thereto and therefrom.
6. Hold the Forest Service harmless for damages which may occur to existing timber and vegetation within the designated perimeter for which this contract is drawn.
7. Furnish a suitable map or photograph showing the location of all known threatened and endangered species located within the perimeter of the area to be burned and the area immediately adjoining the perimeter, if on the same ownership.

B. THE FOREST SERVICE AGREES TO:

1. Determine the number of acres satisfactorily burned; the tractor hauling unit miles; the actual tractor tach hours.
2. The Forest Service will invoice the Landowner based on these figures.
3. Take reasonable precautions to protect all known threatened and endangered species. The Forest Service cannot guarantee that no harm will occur to a threatened or endangered species because of the many variables associated with prescribed burning.
4. Conduct the burn in compliance with all known regulations and established guideline. Forest Service cannot guarantee that the objective of the burn will be met with only one burn. Some desired results are not obtained with only one application of fire.

C. THE FOREST SERVICE AND LANDOWNER AGREE:

1. That either party may cancel this agreement by giving two weeks notice to the other party.
2. The decision of Forest Service's designated representative will be final in all disputed matters arising from this agreement.
3. Terms of payment: PAYMENTS ARE DUE UPON RECEIPT OF INVOICE. Charges not paid by the landowner within 30 days of the invoice date will incur a late penalty and interest charge of 10 percent of the unpaid balance per month. Charges not paid within sixty (60) days of the invoice date will be referred to the Attorney General's Office for collection.
4. The Forest Service will only conduct the burn if weather conditions, cumulative dryness, smoke management conditions, and other factors are favorable for the burn to be accomplished safely. Should the appropriate conditions not occur, the burn will be delayed or cancelled.

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
N.C. FOREST SERVICE

LANDOWNER: _____
(scnl)

BY John Van Rlper

DATE: _____

TITLE: Dare County Forestry Ranger

WITNESS: _____

DATE: January, 16 2019

WITNESS: _____

PERFORMANCE CHECK (MADE WITH LANDOWNER IF AVAILABLE)		
CHECKED BY: _____	TITLE: _____	DATE: _____
RESULTS: _____		
Actual acres serviced _____ Actual Number of Hauling Unit miles _____ Actual Tractor Tach Hours _____		



Proposed burn area

Legend

Untitled Polygon

1128

1129

Vista Lake Dr

Google Earth

Image © 2019 DigitalGlobe

1000 ft



Tax Collector's Report

Description

Feb 2019 Releases over \$100
Feb 2019 Refunds over \$100
Feb 2019 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: FEBRUARY

DATE RANGE: 2/1/2019 - 2/28/2019

SUBMITTED BY: Becky Huff

Taxpayer Name	Juris	Parcel#	Bill Year	AR	Reason	Released Value	Tax Released
FLYNN, BRIANNA KELLEY	03	019769000	2018	20	PERSONAL PROP REMOVED	-18,638.00	-132.73
BLOCK, MICHAEL F.		963127000	2018	25	NOT LOCATED IN DARE COUNTY	-48,692.00	-409.01
CLEATUS ISLAND, LLC	17	024994000	2018	20	PERSONAL PROP REMOVED	-90,300.00	-580.72
CHAPPELL, JAMES L JR CO-TTEE	03	020540000	2015	20	VALUE CHANGE	-18,500.00	-124.34
CHAPPELL, JAMES L JR CO-TTEE	03	020540000	2016	20	VALUE CHANGE	-18,500.00	-124.34
CHAPPELL, JAMES L JR CO-TTEE	03	020540000	2017	20	VALUE CHANGE	-18,500.00	-131.74
CHAPPELL, JAMES L JR CO-TTEE	03	020540000	2018	20	VALUE CHANGE	-18,500.00	-131.74
Total Tax Released:							-1,634.62

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: FEBRUARY

Date Range: 2/1/2019 - 2/28/2019

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
OCCUPANCY TAX	XXXX	2017	Overpayment	-136.40
WHEELER, CLIFFORD S	004505002	2018	Overpayment	-1,643.94
JOHNSON, DERRICK A	004377000	2018	Overpayment	-198.52
ROUKOUS, THOMAS W	008279000	2018	Overpayment	-298.39
EQUITY TRUST COMPANY CUSTODIAN	008286023	2018	Overpayment	-994.26
TOLOCZKO, MATTHEW A	008981000	2018	Overpayment	-100.00
OLIVER, PATRICIA R	009447000	2018	Overpayment	-500.00
GIESE, CEDRIC P	013211000	2018	Overpayment	-973.86
GROUND PINE HOLDINGS LLC	013279008	2018	Overpayment	-10,537.91
KELLER, PHILIP A	018588102	2018	Overpayment	-450.00
SHEETS, NORMAN L	021682000	2018	Overpayment	-2,447.43
TWIFORD, WILLIAM B JR	024264000	2018	Overpayment	-180.67
ROANOKE ISLAND INN LLC	024831000	2018	Overpayment	-7,785.66
DIFILIPPO, CHRISTOPHER R	026634001	2018	Overpayment	-592.92
REDFORD, AMY JOAN	025007020	2018	Overpayment	-298.48
RUN HILL APARTMENTS LLC	026999001	2018	Overpayment	-37,697.42
DIAZ, JUDITH L	027077000	2018	Overpayment	-637.71
GRAVES, DEBORAH I	027839039	2018	Overpayment	-2,169.69
GUENTHER, WILLIAM C JR	028884000	2018	Overpayment	-7,179.03
BRADY, JAMES L III TTEE	029596054	2018	Overpayment	-4,824.00
OCCUPANCY TAX	XXXX	2018	Overpayment	-685.14
OCCUPANCY TAX	XXXX	2018	Overpayment	-110.53
OCCUPANCY TAX	XXXX	2018	Overpayment	-118.64
				-80,560.60



North Carolina Vehicle Tax System

FEBRUARY 2019 RFUNDS OVER \$100

NCVTS Pending Refund report

Report Date 3/6/2019

Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Interest Change	Total Change	
MALLOY, PATRICK WILLIAM		145 WATERSEDGE DR	KILL DEVIL HILLS, NC 27948	Proration	0040130154	\$0.00	(\$165.76)	
						\$0.00	(\$49.06)	
						\$0.00	(\$36.33)	
						Refund	\$251.15	
TRAKOWSKI, SANDRA MCGARY	TRAKOWSKI, ALEXANDER MCGARY	3000 RAYMOND AVE	KILL DEVIL HILLS, NC 27948	Proration	0032574314	\$0.00	(\$88.60)	
						\$0.00	(\$71.80)	
						Refund	\$160.40	
						Refund Total	\$411.55	
						Tax Jurisdiction	District Type	Net Change
						C99	COUNTY	(\$254.36)
						T07	CITY	(\$71.80)
						F50	FIRE	(\$49.06)
						S99	SPECIAL	(\$36.33)
						Total		(\$411.55)

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS