

MEMORANDUM OF UNDERSTANDING
BETWEEN WAKE COUNTY BUREAU OF FORENSIC SERVICES, DISTRICT
ATTORNEY OF THE TENTH JUDICIAL DISTRICT, AND THE COUNTY OF WAKE

WHEREAS, the County of Wake (hereinafter "the County") is a body politic and corporate; and

WHEREAS, the Wake County Bureau of Forensic Services (hereinafter "the Bureau", formerly the City-County Bureau of Identification, "the Bureau") was established by Special Act of the North Carolina General Assembly, Chapter- 535 of the Session Laws of 1937, as amended by 1961 N.C. Sess. Laws 860, 1975 N.C. Sess. Laws 505, Chapter 914 of the 1987 Sess. Laws and by Section 2(a) of Sess. Law 2024-20 (SL2024-20) to provide forensic services to all law enforcement agencies in Wake County; and

WHEREAS, by and through SL2024-20, the City of Raleigh no longer serves a role in the oversight of the Director of the Bureau or its employees; and

WHEREAS, the Director of the Bureau (hereinafter "the Director") is appointed jointly by the County Manager and the District Attorney of the Tenth Judicial District; and

WHEREAS, under the legislation establishing the Bureau and SL2024-20, the District Attorney of the Tenth Judicial District supervises the Director of the Bureau and assistants, and the salaries and expenses of the Bureau are paid by the County; and

WHEREAS, the County has a personnel ordinance and a system of personnel management and administration for County employees as authorized by North Carolina General Statutes Chapter 153A; and

WHEREAS, the Bureau does not have a personnel office nor a comprehensive- internal system of personnel administration and will benefit from such a system of personnel management; and

WHEREAS, the County may provide Human Resources administration and services to employees of elected or appointed officials or government agencies upon written agreement with the County, except where such agreement conflicts with other applicable law; and

WHEREAS, the purpose of this Memorandum of Understanding ("MOU") is to replace and supersede the previous MOU entered into between the County, the City of Raleigh, and the District Attorney of the Tenth Judicial District and approved by the Wake County Board of Commissioners on June 2, 1986;

THEREFORE, the County and the District Attorney of the Tenth Judicial District mutually agree as follows:

Section 1. The County will, by and through its Human Resources Department provide a uniform system of Human Resources Administration for employees of the Bureau under the rules, regulations, and procedures applicable to Wake County employees.

Section 2. The County's Human Resources Department will administer the position classification plan, leave policies, compensation and benefits, payroll and timekeeping, employee relations, employee performance management, workforce planning, human resources training and development, personnel records, and reporting for the Bureau, except as specifically preempted by the Bureau's authorizing legislation.

Section 3. The Bureau will observe the County's policies and procedures concerning human resources administration including but not limited to general employment, separations from employment, classification and compensation, leave administration, payroll and timekeeping, and employee performance reviews unless otherwise exempted or as agreed herein.

Section 4. The Bureau will observe applicable Wake County policies and procedures concerning employee disciplinary actions, grievances, and appeals unless otherwise exempted or as agreed herein.

Section 5. Appeals related to a decision by the Director for grievances of Unacceptable Personal Conduct and or Grossly Inefficient Job Performance, where the employee's credibility to be a witness in a court of law could be impacted, will be appealed directly to the District Attorney of the Tenth Judicial District in lieu of a County Appeals Hearing Panel. The District Attorney will hear statements and evidence from the appellant and make a recommendation to the County Manager to uphold or overturn the decision of the Director, or to impose a different disciplinary action. After receipt of the District Attorney's recommendation, the County Manager will make the final determination. The County Manager's decision will be the final administrative step.

Section 6. This MOU will be in effect when signed by the Wake County Manager the District Attorney of the Tenth Judicial District. and authorized by the Wake County Board of Commissioners. It will continue in force from year to year until modified or terminated by written mutual agreement of the parties hereto or upon ninety (90) days written notice by any party.

COUNTY OF WAKE, NORTH CAROLINA

Wake County Manager

By: *[Signature]*
Date: 10/31/24

District Attorney of the Tenth Judicial District

By: *[Signature]*
Date: 10/30/24

Chairperson of the Wake County Board of Commissioners

By:
Date:

The signing of this Memorandum of Understanding was authorized by the Wake County Board of Commissioners in a meeting held on _____, 2024.