

15A NCAC 10G .0405 WILDLIFE SERVICE AGENT TERMS AND CONDITIONS

(a) A Wildlife Service Agent's appointment and service is subject to the following terms and conditions:

- (1) Public Service. Wildlife Service Agents shall serve all persons seeking assistance with matters related to the duties of a Wildlife Service Agent.
- (2) Training. New Wildlife Service Agents shall attend a training session at a location specified by the Commission prior to activation of agent status and prior to receiving any equipment or supplies from the Commission.
- (3) Activation of Agent Status. Upon completion of training and receipt of equipment and supplies, Wildlife Service Agents shall have their equipment set up and ready for operation 10 days after the date they receive the equipment and supplies.
- (4) Application. Each Wildlife Service Agent shall notify the Commission of any changes to the original application for appointment such as business name, address, agent contact information, bank account information, business hours and other information related to agent appointment, within five business days of its change.
- (5) Business Change of Ownership, Location, or Management. If the ownership of the business, location or management changes, then the Agreement becomes null and void. Written notice of any change in ownership, location, or management shall be sent to the Commission at least 10 days prior to the change along with an application for a new Wildlife Service Agreement, if desired, pursuant to the rules in this Section.
- (6) Cancellation. A Wildlife Service Agent may cancel the Agreement at any time by sending written notice to the Commission. The Commission shall instruct resigning agents on the procedures for returning all equipment and supplies and to settle their account. Upon resignation of appointment as a Wildlife Service Agent, the former agent must return all consigned equipment and supplies to the Commission and settle the agent financial account within 10 days of the resignation letter's date.

(b) Suspension. The Commission shall temporarily suspend any Wildlife Service Agent appointment for:

- (1) Failure to deposit sufficient funds one or two times to cover the electronic transfer of funds each week.
- (2) Failure to operate as a public convenience as specified in the Agreement one or two times.
- (3) Failure to provide proper and correct information one or two times about wildlife transactions and related issues to customers as documented by customer complaints or agency inspections.
- (4) Failure to submit or return all required documentation for transactions as outlined in the Agreement one or two times.

Temporary suspension is effective immediately upon communication of that fact to the Wildlife Service Agent. Such communication shall state the grounds for temporary suspension and that the agent may request a hearing within 5 working days if he contests the grounds for temporary suspension. If the initial notification is not in writing, it shall be followed by written notice of temporary suspension containing the same information. If the Commission determines it is necessary to protect State property, an employee of the Commission may enter the premises and impound all property and supplies issued or entitled to by the Commission such as equipment, moneys, record books, reports, license forms, other documents and materials pertinent to the agent being suspended. The Commission must make the impounded property, or copies of it, available to the agent during the period of temporary suspension. If a hearing is requested, it shall be before the Executive Director or his designee and shall be held at a location specified by the Executive Director.

Temporary suspension remains in effect until the hearing. A temporary suspension may not last longer than 30 days, but additional suspensions may be imposed if, at the end of the suspension period, the agent has not corrected the deficiency or deficiencies that resulted in the suspension. A Wildlife Service Agent may at any time after a hearing appeal his suspension to the Commission. A new suspension shall comply with the provisions of this Paragraph.

(c) Termination. The Commission shall terminate any Wildlife Service Agent appointment for any of the deficiencies listed below unless it determines that such deficiency may be corrected, is not likely to be repeated during the term of the current agreement, and not maintaining the Agent Agreement will result in insufficient Commission services to the public in the area served by the Agent. Deficiencies that may result in termination include:

- (1) Failure to comply with the terms and conditions as outlined in the wildlife service agreement.
- (2) Failure to deposit sufficient funds three or more times to cover the electronic transfer of funds each week.
- (3) Failure to meet the minimum transaction sales requirement of one thousand dollars (\$1,000) annually.
- (4) Failure to operate as a public convenience as specified in the Agreement three or more times.
- (5) Failure to provide proper and correct information three or more times about wildlife transactions and related issues to customers as documented by customer complaints or agency inspections.

- (6) Failure to submit or return all required documentation for transactions as outlined in the Agreement three or more times.

Notice of termination of the appointment may be sent to the Wildlife Service Agent in lieu of or in addition to temporary suspension. The notice must state the grounds for termination of the appointment and the agent's right to a hearing if he has not previously been afforded one. If the appointment is to be terminated, the notice must state the effective date and hour of termination. If the agent has not been previously afforded a hearing, the agent is entitled to a hearing within 14 days before the Executive Director or his designee to be held at a location specified by the Executive Director. If the Executive Director upholds the decision to terminate the appointment, an agent may appeal his termination to the Commission. Pending the hearing and any appeal from it, the termination is held in abeyance, but no transaction may be made once the agent's termination effective date and time have passed.

Upon termination of appointment as a Wildlife Service Agent, the former agent must return all consigned equipment and supplies to the Commission and settle the agent financial account within 10 days of the date of receiving written notice from the Commission. Employees of the Commission may conduct inspections and audits when terminating an agent. The Executive Director or his designee holding any hearing under this Paragraph must keep a written record of evidence considered and findings made. Upon appeal to the Commission, the Commission Chairman or another presiding officer must cause such a written record of evidence and findings to be made and kept.

No person denied appointment or whose appointment was terminated under this Paragraph may apply again for an appointment as a Wildlife Service Agent for two years. Upon application, the Commission may not grant the appointment as a Wildlife Service Agent unless the applicant produces evidence, convincing to the Commission, that he meets all standards and qualifications and will comply with all requirements of statutes and rules pertaining to Wildlife Service Agents.

(d) Use of customer identifying information. Customer identifying information for customers of the Commission is protected by G.S. 143-254.5. Wildlife Service Agents shall not disclose any customer identifying information to any third party without written authorization of the Commission. Wildlife Service Agents shall not use such customer identifying information for any purpose other than the processing of Commission transactions requested by the customer. Failure to abide by provisions in this Paragraph is grounds for termination of the agency.

*History Note: Authority G.S. 113-134; 113-270.1;
Eff. June 1, 2007;
Amended Eff. September 1, 2011.*