
REGULAR MEETING
 March 6, 2023
 7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, March 6, 2023, at 7:00 p.m. in the Meeting Room of the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944.

MEMBERS PRESENT: Wallace E. Nelson, Chairman Charles Woodard, Vice Chairman
 Timothy J. Corprew Joseph W. Hoffer
 James W. Ward

MEMBERS ABSENT: T. Kyle Jones

OTHERS PRESENT: Frank Heath, County Manager/Deputy Clerk to the Board
 Hackney High, County Attorney

Chairman Nelson called the meeting to order. Commissioner Woodard gave the invocation and Chairman Nelson led the Pledge of Allegiance.

AGENDA

Chairman Nelson stated that a copy of the Agenda was at their seats tonight. Charles Woodard made a motion to approve the Agenda as presented. The motion was seconded by James W. Ward and unanimously approved by the Board.

CONSENT AGENDA

Chairman Nelson asked if there were any items that the Board wished to remove from the Consent Agenda to discuss. There being none, James W. Ward made a motion to approve the Consent Agenda as presented. The motion was seconded by Charles Woodard and unanimously approved by the Board.

- Approval of Minutes:** Approval of Minutes February 6, 2023 Regular Meeting and February 20, 2023 Work Session (cancelled)
- Personnel Matters:** The following personnel matters were approved by the Board:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
DeAngelo M. Freemonweldy	Uncertified Deputy	Appointment	64/1	\$35,127	03/01/2023
Charity Geho	Part/Time/Fill-In Uncertified Telecommunicator	Appointment	60/1	\$14.16/hr.	02/01/2023
Kanisha Walston	Social Worker IA&T (CPS)	Promotion	70/2	\$46,889	03/01/2023
William Tutwiler	EMS Shift Supervisor (Paramedic)	Resignation			02/14/2023
William Tutwiler	Part-Time/Fill-In Paramedic	Reclassification	68/2	\$20.64/hr.	02/15/2023
Amy Felton	Social Worker IA&T	Resignation			02/21/2023
Lindsey Fields	Full-Time Telecommunicator I	Resignation			02/09/2023
Amanda Ward	Permanent Part-Time Telecommunicator I	Resignation			02/16/2023
Makayla Williams	Part/Time/Fill-In Uncertified Telecommunicator	Terminated			03/01/2023
Heather Ceney	Part-Time/Fill-In Certified Telecommunicator I	Appointment	63/1	\$16.16/hr.	03/01/2023
Brandon Melton	Part-Time/Fill-In Certified Telecommunicator I	Appointment	63/3	\$16.97/hr.	03/01/2023
Samuel Spear	Part-Time/Fill-In Certified Telecommunicator I	Appointment	63/1	\$16.16/hr.	03/01/2023

- Step/Merit Increases:**

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Rhonda Repanshek	Planner	72/10	\$62,238	03/01/2023
Christina Turner	IMC II	63/1	\$33,615	03/01/2023

- Budget Amendments:** The following budget amendments were approved by the Board:

**BUDGET AMENDMENT NO. 30
 COUNTY CONSTRUCTION FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
78-399-000	E-911 – Fund Balance Appropriated	143,791	
78-500-161	E-911 – Hardware Maintenance	143,791	
EXPLANATION: To amend FY 22/23 budget to appropriate fund balance as required by the E-911 Board.			

**BUDGET AMENDMENT NO. 31
 GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-003	CERT – ACT Grant	1,919	
10-530-346	CERT – ACT Grant	1,919	
EXPLANATION: To amend FY 22/23 budget to include grant funds as awarded through the Albemarle Community Trust.			

**BUDGET AMENDMENT NO. 32
 GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-000	DSS - State Grants	2,392	
10-610-202	DSS - Low Income Water Assistance Program	2,392	
EXPLANATION: To amend FY 22/23 budget to include additional funding as awarded by the State.			

- Board Appointment:** The following Board appointment was unanimously approved by the Board:

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Name	Board/Committee	Action Taken	Term	Effective Date
Bunch, Maurice	Local Library Board	Appointment	4 yrs.	03/01/2023

LAURA ROLLINSON, ALBEMARLE COMMISSION AREA AGENCY ON AGING

Ms. Rollinson presented information on the Meals on Wheels program and encouraged individual to volunteer for the Meals on Wheels program. She explained the financial impact with the reduction of routes. They currently have a national campaign entitled "Meals for March" to encourage people to volunteer. They need at least 20 – 30 individuals to increase it to their three routes and receive the additional funding. It takes about an hour to deliver meals the meals on Monday through Friday. Mr. Heath asked which route was cut due to the reduction in volunteers. Ms. Rollinson said that it was one of Hertford's routes. They went from serving 55 clients to serving 43. County Manager Heath encouraged the public to contact Ms. Rollinson because this is the only company that some of the clients have during the day. Chairman Nelson asked Ms. Rollinson that, if there is anything the Board could help, please let the Board know. She encouraged everyone to spread the word.

JONATHAN NIXON, EMERGENCY SERVICES DIRECTOR

Mr. Nixon presented the following items:

- Mr. Nixon presented the following appointments that were received after the Agenda Packets were distributed:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Clifton Beaman	Full-Time Paramedic Shift Supervisor	Promotion	70/6	\$24.85/hr.	04/01/2023
Morgan Lilly	Full-Time AEMT	Promotion	66/1	\$18.44/hr.	04/01/2023
Robert M. Watkins	Full-Time Shift Supervisor	Promotion	70/3	\$23.09/hr.	04/01/2023
William Mitchell	Full-Time Paramedic	Appointment	68/2	\$20.64/hr.	03/15/2023

On motion made by Timothy J. Corprew, seconded by Charles Woodard, the Board unanimously approved the appointments to the Emergency Medical Services staff.

- Mr. Nixon, along with Julie Solesbee, Public Information Officer/Grant Manager/AEMT, presented their annual Public Officials Conference to the Board of Commissioners. There was no representation from the Towns of Hertford and Winfall or the School System. They gave an overview of their community events, their grants, and the programs from each of the departments – EMS, Telecommunications, and Emergency Management. They concluded by thanking the Board for their support over the past year. Chairman Nelson, County Manager Heath, and the Board thanked Mr. Nixon and all the public safety staff for their hard work.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

The following commissioner concerns were addressed:

- **Commissioner Hoffer:** Mr. Hoffer asked County Manager Heath if he knew when the signs would be placed around the Monument to the Confederate Dead. Mr. Heath stated that there has been a delay but the bronze plaques have been received and should be attached to the granite stones soon. He did not have an exact date yet. Mr. Hoffer's second concern was the hiring of qualified African-American employees in Perquimans School System. This is a concern in the black community. He referenced the situation with Ms. Teressa Blanchard and was wondering if the School System tried to keep her in Perquimans County. He understands that the Commissioners do not hire employees for the School System, but we should be concerned that highly qualified African-American individuals are leaving Perquimans County Schools. Commissioner Woodard recommended him to talk with Ms. Blanchard directly.

There being no further commissioner concerns, Chairman Nelson moved to old business.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **Sentara CARES Grant:** Mr. Heath informed the Board that the County Manager's Office had applied for this grant. The County did received funding in the amount of \$25,000 to go toward a splash pad at the Recreation Center.
- **FY 2023-2024 Budget Packets:** The budget packets have been forwarded to all the department heads today. They have until March 31, 2023 to return their requests. Each department head will make a budget presentation during a Budget Work Session in the spring. This marks the beginning of the FY 2023-2024 budget process. Mr. Heath further stated that the revenues are currently looking pretty good.
- **Board Retreat:** Mr. Heath reminded the Board that their Board Retreat is scheduled for March 27, 2023. He will be providing more information later in the month.
- **Story's Property Sale:** A public hearing will be held on March 20, 2023 during a Special Called Meeting prior to their regular Work Session.
- **Trip to Raleigh:** Mr. Heath will be going to Raleigh on Thursday to meet with several State Representatives and Congressman Don Davis. The purpose of these meetings will be to advocate for grant funding for Perquimans County.

PERQUIMANS MOBILE INTEGRATED HEALTH PROGRAM (PHIMP)

County Manager Heath asked Jonathan Nixon to present this program. Mr. Nixon explained that this is the Agreement between East Carolina Health-Chowan, Inc. d/b/a ECU Health Chowan Hospital (referred as "Hospital") and Perquimans County. This grant agreement will allow the Hospital to facilitate and/or reimburse Perquimans County for the purchase of equipment, goods, services, and human resource expenses being funding through the Endowment grant. This grant will provide for a full-time Health Care Community Coordinator. The grant funding amount is \$355,000 plus in-kind match of \$57,000 making a total grant amount of \$412,000. This is a two-year agreement which can be extended should this program be sustained. What he is recommending tonight is for the Board to authorize County Manager Heath to execute the Agreement. Chairman Nelson asked the Board if they had any questions. Commissioner Corprew asked questions about the full-time coordinator and Commissioner Ward asked about the purchasing of a vehicle. Mr. Nelson said that, should the County not be able to sustain the program, the County would either find another position for the coordinator or discharge him/her. With regard to the purchasing of a vehicle, Mr. Nixon said that it would be a smaller vehicle than the current vehicles. Mr. Ward also asked about the current condition of our ambulances. Mr. Nixon said that during the budget process, they will be asking for another ambulance and request that they keep the current vehicle that is due to be replaced to be used as a backup ambulance. County

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Manager Heath asked Mr. Nixon to review some of the large line items that is included in the grant budget, which he did. There being no further questions, Charles Woodard made a motion to authorize the County Manager to enter into an agreement (copy below) with ECU Health Chowan Hospital for the purpose of implementing a community paramedicine program in Perquimans County, supported by funding allocated by the Duke Endowment. The motion was seconded by Timothy J. Corprew and unanimously approved by the Board.

Contract No. 0012024

**AGREEMENT BETWEEN
EAST CAROLINA HEALTH-CHOWAN, INC. D/B/A ECU HEALTH CHOWAN HOSPITAL
AND
PERQUIMANS COUNTY EMS**

THIS AGREEMENT is made and entered into this 1st day of January, 2023, by and between East Carolina Health-Chowan, Inc. d/b/a ECU Health Chowan Hospital ("Hospital") and Perquimans County EMS ("Recipient"), hereinafter collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, Hospital is a nonprofit corporation, organized under and existing pursuant to the laws of the State of North Carolina, which owns and operates an acute care hospital licensed under North Carolina General Statute 131E-75 *et. seq.*, which provides medical care for the benefit of the citizens of eastern North Carolina; and

WHEREAS, the Duke Endowment (the "Endowment") has allocated money to implement a community paramedicine program in Perquimans County, North Carolina; and

WHEREAS, Hospital has been awarded a grant from the Endowment to implement the community paramedicine program; and

WHEREAS, Hospital will facilitate and/or reimburse the purchase of the equipment, goods, services and human resource expenses being funded through the Endowment grant; and

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **EQUIPMENT, GOODS, SERVICES AND TRAINING.** To facilitate the development and execution of the Perquimans County community paramedicine program grant, Hospital agrees to reimburse Recipient for the purchase of equipment, goods and human resources expenses.
2. **FUNDING.** All terms and conditions of this contract are dependent upon and subject to the allocation of funds by the Endowment for the purpose set forth and the contract will automatically terminate if funds cease to be available. Recipient agrees:
 - a. To submit invoices to ECU Health Community Health Improvement Coordinator by the fifth (5th) day of the each month with sufficient detail identifying a clear description and cost for each item of expenditure for reimbursement
 - b. All human resource expenses paid with grant funds should be submitted with timesheets and/or system reports and validated with signatures by the staff person and their manager. Human resources expenses are limited to salary, benefits and training of Perquimans County EMS employees.
 - c. In-Kind resources allocated to the Recipient must also be documented as contributions to the program. Non-personnel in-kind contributions should be documented and submitted for monthly reports.
3. **ADDITIONAL REPORTING REQUIREMENTS.** Recipient agrees to submit a progress report to Hospital for review by October 11, 2023. Recipient also agrees to submit a final report to Hospital for review by March 17, 2025. Progress reports and Final reports should include detailed information related to the performance metrics included in the grant award, including (1) number of patient receiving services, (2) number of EMS providers trained, (3) number of Emergency Department admissions avoided, (4) number of food boxes distributed and (5) number of patients with meaningful clinical improvements related to hypertension, diabetes and depression
4. **ACKNOWLEDGMENT.** Recipient understands and acknowledges that for services, goods or equipment purchased under this agreement that: (1) the Hospital makes no presentations or warranties of any kind, either express or implied, including any warranty of merchantability or its fitness for any particular purpose; (2) it is solely responsible for examining the equipment and/or goods prior to installation or use; (3) it is solely responsible for installing the equipment and/or goods and following all written directions accompanying the equipment and/or goods; (4) Recipient is the owner of the equipment and/or goods; (5) Recipient is solely responsible for the operation and use of the equipment and/or goods and for the proper custody and care of such equipment and/or goods, at its own cost; (6) the Hospital has no liability or risk associated with the use and operation of such equipment and/or goods; (7) Recipient is solely responsible for any required servicing, repair, maintenance, replacement, insuring or upkeep of the equipment and/or goods and for insuring such equipment and/or goods, at its own cost; (8) the Hospital is not the manufacturer of the equipment or goods and in the event of any defect or problem with any equipment, goods, services or training, Recipient is solely responsible for settling any dispute, problem or claim it has regarding the performance of any equipment, goods, services and/or training directly with the manufacturer or vendor; (9) Hospital shall have no responsibility to replace or repair any equipment and/or goods or purchase additional services or training that was not satisfactory; (10) to the extent Hospital purchases services or training, Recipient is solely responsible for ordering and overseeing the services and/or training and ensuring the services or training are provided on a timely basis; (11) the Hospital makes no representations or warranties as to the quality, value or appropriateness of the services or training; (12) Hospital is not responsible in tort or contract for any negligence, intentional act and or other wrongful conduct by any manufacturer or person or organization providing training or services to recipient under this Agreement; and (13) in no event shall Hospital be responsible for any consequential or indirect damage or injury to Recipient, its owners, employees, agents, or independent contractors, or to any third person caused by equipment, goods, services and/or training.
5. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted under North Carolina law, Recipient, on its behalf and on behalf of its employees and agents, agrees to indemnify and hold harmless Hospital Indemnitites from any and all claims, liabilities, damages, actions, costs and expenses (including, without limitation, reasonable attorneys' fees, expert fees and court costs, of any kind or nature, whatever at or in equity, arising from or caused in any part by (1) any negligent actions or omissions of Recipient, its employees or its agents, (2) the breach of any representation, warranty, covenant or agreement of Recipient contained in this Agreement, and/or (3) use and/or operation of any equipment, goods, services or training provided to Recipient under this Agreement. Hospital Indemnitites shall include its directors/trustees, officers, employees, agents, subsidiaries, parent corporations, and affiliates.
6. **RECIPIENT'S INSURANCE.** Recipient agrees to procure and maintain, or cause to be procured and maintained, property insurance covering the lactic acid meters and sepsis testing kits; and general liability insurance covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or otherwise resulting from the negligence or otherwise wrongful acts or omissions of Recipient, its employees and/or agents. The limits of liability shall be at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) per aggregate. Recipient shall provide current certificates of insurance to Hospital within thirty (30) days of the effective date of this Agreement and shall inform Hospital within thirty (30) days of any change in insurance terms.
7. **HOSPITAL'S INSURANCE.** Hospital shall procure and maintain, or cause to be procured and maintained, general liability insurance covering claims, causes of actions, losses, liabilities, damages, and expenses arising out of, caused by or otherwise resulting from acts or omissions of nonfeasance, malfeasance or negligence committed by its or its employees and agents. The limits of liability of said insurance shall be at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) per aggregate.
8. **TERM.** The Agreement shall continue until December 31, 2024, which is the end of the grant period or until either party notifies the other of its intent to terminate, in writing, at least 30 days prior to the date of termination.
9. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotiations or agreements and all prior or contemporaneous oral negotiations or agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties.
10. **ASSIGNMENT.** This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.
11. **INDEPENDENT CONTRACTOR.** The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venture of the other party to the Agreement. The parties shall not

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exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement.

12. **OBRA COMPLIANCE.** To the extent applicable, the parties agree that upon request they will make their books, documents and records available to the Secretary of Health and Human Services, the comptroller general or their duly authorized representative to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any related sub-contractor whom they engage to perform on their behalf. This Section survives termination of this Agreement.

13. **DISCLAIMER OF REFERRALS.** The parties acknowledge that payment of considerations, whether direct or indirect, to induce referral of any patient, item, service or equipment reimbursable under the Federal Medicare/Medicaid Program is unlawful. Each of the parties agrees that no benefit accruing to either party pursuant to this Agreement shall be conditioned upon nor granted in consideration of the referral of any patient, item, service or equipment to any party. The parties specifically disclaim any requirement that any party refer patients to the other party for any reason whatsoever.

14. **RESTRUCTURING.** It is the intention of the parties to comply with all applicable laws and regulations, including, but not limited to, the Internal Revenue Code of 1986, as amended, and all applicable Medicare and Medicaid legislation, and any regulations promulgated thereunder. The parties acknowledge that legislation, regulations, an administrative ruling or other legally binding opinion may be adopted, amended, promulgated or issued which effectively renders this Agreement unlawful, could affect the tax-exempt status of the Hospital or any affiliates thereof, could impose liability or exclusion from participation in the Medicare or Medicaid program or otherwise have a negative impact on either party. In such event, either party may by written notice propose the termination, restructuring or renegotiation of this Agreement in order to effect compliance. If such notice is given and the Parties are unable within fifteen (15) days thereafter to reach an agreement with respect to the termination, restructuring or renegotiation of this Agreement, either party may terminate this Agreement by providing at least fifteen (15) days' written notice to the other.

15. **DEBARMENT CERTIFICATION:** By signing this Agreement, each party hereby represents and warrants the following: (1) that it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Debarment" or "Debarred," as applicable); and (2) that it agrees to immediately notify the other party in the event that it (a) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement; or (b) becomes Debarred. Upon receipt of such notice from a party, this Agreement shall automatically terminate without further action or notice.

16. **FORCE MAJEURE.** The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or in part resulting in causes beyond either parties control including, but not limited to act of God, fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw material or requirements or regulations of the United States government or any other civil or military authority.

17. **THIRD PARTY BENEFICIARY.** The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

18. **COSTS AND TAXES.** Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

19. **NOTICE.** Any notice required or permitted to be given hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid, to the following addresses:

ECU Health Chowan Hospital Attn: Brian Harvill P.O. Box 6028 Greenville, NC 27835-6028	Perquimans County EMS Attn: Jonathan Nixon P.O. Box 563 Hertford, NC 27944
With a copy to: Attn: Office of General Counsel P.O. Box 6028 Greenville, NC 27835-6028	

20. **INVALID PROVISION.** In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

21. **WAIVER.** The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

22. **APPLICABLE LAW, VENUE, AND SERVICE OF PROCESS.** This Agreement has been entered into in the State of North Carolina Pitt and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

23. **COUNTERPARTS AND FACSIMILES.** This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original, and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

24. **HEADINGS.** The headings and number of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

25. **ELECTRONIC SIGNATURE.** As it is applicable to this Agreement, the parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act, as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol and/or action that is adopted or performed by either party or party's Electronic Agent with the present intent to authenticate or manifest assent to the Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

ECU HEALTH CHOWAN HOSPITAL

PERQUIMANS COUNTY EMS

By: _____
Brian Harvill, President

By: _____
Frank Heath, Perquimans County
Manager

RESOLUTION: SUPPORTING THE RECLASSIFICATION OF PERQUIMANS COUNTY 911 DISPATCHERS

The second item that Mr. Heath asked Mr. Nixon to explain is the Resolution Supporting the Reclassification of Perquimans County 911 Dispatchers. Mr. Nixon began by reading the first and second paragraphs of the following Resolution. He further explained what new features that the dispatchers have been trained on. Mr. Nixon and County Manager Heath recommend the adoption of the Resolution. On motion made by James W. Ward, seconded by Charles Woodard, the Board unanimously approved the following Resolution:

**RESOLUTION SUPPORTING THE RECLASSIFICATION
OF PERQUIMANS COUNTY 911 DISPATCHERS**

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WHEREAS, in September of 2021, U.S. Representatives Norma J. Torres and Brian Fitzpatrick announced that their 9-1-1- SAVES Act passed the House as part of the Fiscal Year 2022 National Defense Authorization Act. The 9-1-1- SAVES Act is bipartisan legislation to reclassify 911 dispatchers from "Office and Administrative Support" to "Protective Service Occupations" in the Office of Management and Budget's Standard Occupational Classification (SOC) catalog.

WHEREAS, 911 dispatchers are the first line of response during an emergency, and they deserve to be classified in a way that recognized their work is on par with the work of other public servants classified as first responders; and

WHEREAS, Senator Richard Burr introduced the reclassification bill in the Senate, where it remained; and

WHEREAS, 911 dispatchers are working with elected officials to re-introduce this legislative with the next Congress, and local support will assist this effort; and

WHEREAS, the Perquimans County Board of Commissioners is in support of such a legislative change; and

NOW, THEREFORE BE IT RESOLVED BY THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS:

That the Perquimans County Board of Commissioners is in support of bipartisan legislation to reclassify 911 dispatchers from "Office and Administrative Support" to "Protective Service Occupations" in the Office of Management and Budget's Standard Occupational Classification (SOC) catalog.

Adopted this the 6th day of March, 2023.

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

ATTEST:

Frank Heath, Deputy Clerk to the Board

(SEAL)

OPIOID SETTLEMENT RESOLUTIONS

County Manager Heath updated the Board on the Opioid Settlement Funds. In the Board packet, there was a Resolution, which would allow Perquimans County to sign onto the second round of settlement. This is the first step that the Board needs to take. It is his recommendation to approve this Resolution. The second Resolution is for specific expenditures of Opioid Funds from the first settlement. The County received funds in the amount of \$27,000 from the first round in the spring of 2022 and \$60,000 in the summer of 2022. The Board asked where this funding was used. Mr. Heath said that it has not gone anywhere yet. In the first Resolution, Mr. Nixon is requesting a reimbursement of \$50,000. Mr. Heath asked Mr. Nixon to give his strategies, which he provided below:

- First strategy authorized:
 - Post Overdose Response Team - \$40,250 (this includes \$32,000 for new vehicle and the balance for supplies to make a match for the other one. Mr. Heath said that these funds would come out of the first round of settlement funds.
 - Second strategy authorized:
 - Naloxone Distribution (\$8,250)
 - Third strategy authorized:
 - Syringe Service Program (\$1,500)
- This totals \$50,000 for this first round reimbursement

Mr. Nixon also explained other Grant funds that they have requested. What he needs for the Board to do tonight is to authorize the County Manager and County Attorney to execute these two Resolutions. After answering some questions of clarification, Chairman Nelson asked for a motion. On motion made by Charles Woodard, seconded by Joseph W. Hoffer, the Board unanimously approved the following two Resolutions:

A RESOLUTION BY THE COUNTY OF PERQUIMANS TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Perquimans County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA");

WHEREAS Perquimans County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Perquimans County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
 - a. Name of strategy: Post Overdose Response Team
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Strategy 8
 - d. Amounted authorized for this strategy: \$40,250
 - e. Period of time during which expenditure may take place:

Start date March 7, 2023 through End date June 30, 2024
 - f. Description of the program, project, or activity: Support Start-up for fulltime Mobile Integrated Healthcare Provider to include Vehicle, Upfit, Patient Care Software, Supplies, etc.

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- g. Provider: Perquimans County Emergency Services – EMS Division
- 2. Second strategy authorized
 - a. Name of strategy: Naloxone Distribution
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Strategy 7
 - d. Amounted authorized for this strategy: \$ 8,250
 - e. Period of time during which expenditure may take place:
Start date March 7, 2023 through End date June 30, 2024
 - f. Description of the program, project, or activity: Purchase and Distribute Naloxone to local Law Enforcement, Fire Department Personnel, EMS, Community Members
 - g. Provider: Perquimans County Emergency Services – EMS Division
- 3. Third authorized strategy
 - a. Name of strategy: Syringe Service Program
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Strategy 9
 - d. Amounted authorized for this strategy: \$ 1,500
 - e. Period of time during which expenditure may take place:
Start date March 7, 2023 through End date June 30, 2024
 - f. Description of the program, project, or activity: Purchase and have available to distribute needles to those participating in the Post Overdose Response Program, to include disposal of used syringes
 - g. Provider: Perquimans County Emergency Services – EMS Division

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$50,000. Adopted this the 6th day of March, 2023.

Wallace Nelson, Chair
Perquimans County Board of Commissioners

ATTEST:

Frank Heath, Deputy Clerk to the Board

COUNTY SEAL

**RESOLUTION BY THE COUNTY OF PERQUIMANS
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR
ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS
RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, the overdose emergency department visit rate in Perquimans County was 230.3 out of 100,000 people in 2020. This represents 31 emergency department visits by Perquimans County residents for overdose in that year; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Perquimans County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Perquimans County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6th day of March, 2023.

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

ATTEST:

Frank Heath, Deputy Clerk to the Board

SEAL

TOWN OF WINFALL POLICE COVERAGE

Commissioner Hoffer asked about the status of the County Sheriff’s Department covering the Winfall Police Department calls. Chairman Nelson and Mr. Heath said that there had been no official Agreement made between the Town of Winfall and the County’s Sheriff’s Department. Sheriff White was present at the meeting and explained that his Office has been covering the Town of Winfall even before the police officer left and they are still handling it.

PUBLIC COMMENTS

Commented [NS1]: REMINDER: All settlement documents, SAAF, and this resolution must be approved, signed, and submitted by **no later than April 18, 2023.**

3890 March 6, 2023 continued

The following public comment was made:

> Terry Swope: Mr. Swope addressed the light pollution in the County. He made the following remarks:

My name is Terry Swope and I live in Perquimans County. I wanted to address the issue of "Light Pollution" tonight. For the past month or so, we have had a splendid view of Jupiter and Venus in the southwestern sky. From my perspective, on the opposite bank of the Perquimans River, I have had to look almost directly at the up and growing Marine Industrial Park.

Several new high intensity lights have been added to this area in the past couple of years. Fedex has added some very tall ones. While I don't doubt these lights can be very helpful in their intended area, the "Stray" light that shines every which way can be rather bothersome to folks like myself who enjoy "Country living" and an escape from the bright city lights.

My fear is that as the Marine Park grows, these lights will become more prevalent, and while I am sure that cannot be helped, there are measures that can prevent much of the "Stray" light I spoke of.

I propose the County, through the covenants, or by ordinance if necessary, require these bright outdoor lights to have a shroud; a lightshield if you will.

These shrouds are very inexpensive and would still allow the business to illuminate the intended area while not infringing upon the rights of others. Each light above a certain lumen value would be required to have an inexpensive shroud, angled in such a way as to make every reasonable effort to only light the owner's property. This would **not** compromise the security of the business, yet still go a long way towards preserving the rural lifestyle many of us enjoy here in Perquimans County.

Your consideration of this important matter is appreciated.

--Terry--

AS a footnote - The Recreation center has the ballpark lights on tonight and they are done properly. Less light escapes that ballfield than from the other new lights such as the Fedex building it seems.

CLOSED SESSION: TO CONSULT WITH OUR ATTORNEY REGARDING REAL PROPERTY AND CLOSED SESSION MINUTES

Chairman Nelson stated that, pursuant to NC General Statute 143-318.11(5), the Board went into Closed Session to consult with our attorney regarding real property and to approve closed session minutes. On motion made by Charles Woodard, seconded by James W. Ward, the Board unanimously voted to go into Closed Session.

The Closed Session was adjourned and the Regular Called Meeting reconvened on motion made by Charles Woodard, seconded by Timothy J. Corprew, and unanimously approved by the Board.

No action was required from the Closed Session

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned around 7:50 p.m. on motion made by Joseph W. Hoffer, seconded by Timothy J. Corprew.

Wallace E. Nelson, Chairman

Deputy Clerk to the Board
