

# AGENDA

All items are for discussion and possible action.  
Perquimans County Board of Commissioners  
Meeting Room at Perquimans County Library  
September 5, 2023  
7:00 p.m.

Note that the meeting will be held on Tuesday, September 5, 2023 due to holiday on Monday.

- I. **Call to Order**
- II. **Prayer & Pledge**
- III. **Approval of Agenda**
- IV. **Consent Agenda**  
*(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal of an item or items is made from a Commissioner or Commissioners.)*
  - A. Approval of Minutes: August 7, 2023 Regular Meeting & August 21, 2023 Special Called Meeting & Work Session Meeting
  - B. Tax Refund Approval
  - C. Personnel Matters
    - 1. Appointment: IMC I working against IMC II
    - 2. Appointment: Part-Time/Fill-In Custodian
    - 3. Appointment: Part-Time/Fill in EMT (2)
    - 4. Reclassification: Income Maintenance Technician
    - 5. Reclassification: Full-Time AEMT
    - 6. Resignation: Part-Time/Fill-In AEMT (2)
    - 7. Resignation: Part-Time/Fill-In Paramedic
    - 8. Resignation: Part-Time/Fill-In Non-Certified Telecommunicator
  - D. Step Increases/Merit Increases
    - 1. Department Head (1)
    - 2. County Manager (1)
    - 3. Social Services (3)
    - 4. Emergency Medical Services (2)
    - 5. Sheriff's Office (2)
  - E. Budget Amendment No. 13 - 15
  - F. Board Reappointments
    - 1. Animal Control Board (2)
    - 2. Jury Commission – County Appointee (1)
  - G. Miscellaneous Documents
    - 1. Board of Elections Resolutions (3)
- V. **Recognition of Employees' Years of Service & Introduction of New Employees**
  - A. Recognition of Employees' Years of Service
  - B. Introduction of New Employees
    - 1. Jonathan Nixon, Emergency Services Director
    - 2. Angela Jordan, Social Services Director
- VI. **Scheduled Appointments**
  - A. Shelby White, Sheriff 7:00 p.m.
  - B. Jonathan Nixon, Emergency Services Director 7:05 p.m.
- VII. **Commissioner's Concerns/Committee Reports**
  - A.
  - B.
- VIII. **Old Business**
  - A. Updates from County Manager
  - B. Response: Addition of Roads in Cedarwood Village
  - C. Appointment: Social Services Board
- IX. **New Business**
  - A. Renewal Contract for Colleton Billing
    - 1. Agreement for Emergency Medical Billing Services
    - 2. Business Associate Agreement
  - B. NHP OLT Easement Location for Focus Broadband
  - C.

ACTION REQUIRED

NO ACTION REQUIRED

ACTION REQUIRED

NO ACTION  
REQUIRED

X.

**Unscheduled Appointments/Public Comments**

*(If you wish to address the Board, please state your name for the record prior to speaking)*

A.

B.

ACTION  
REQUIRED

XI.

**Adjournment**

**FOR INFORMATION ONLY:**

- Mary Vidaurri's Letter Regarding Amendment to Animal Control Ordinance
- Perquimans Arts League (PAL) Letter of Thanks

**DEPARTMENT HEAD REPORT:**

- Plat Log
- Tax Department Report
- Building Inspector's Reports
- Code Enforcement Report
- Sheriff's Office Report
- EMS Monthly Report - Call Volume Report for August

**COMMITTEE WRITTEN REPORTS:**

-

**NOTES FROM THE COUNTY MANAGER**  
**September 5, 2023**  
**7:00 p.m.**

- IV. **Enclosures:** Items included on the Consent Agenda are enclosed. *If you wish to discuss any of these items, please make that request during the meeting.*
- V. The recognition of employees' years of Service & introduction of new employees will be done:
- A. **Recognition of Employee's Years of Service:**

Employee Name	Department	Employee Job Title	No. of Years	Effective Date
Teresa Story	Extension	Administrative Secretary	25 yrs.	09/01/2023
Kendall Harrell	Sheriff's Office	Sergeant	20 yrs.	09/01/2023

B. **Introduction of New Employees:**

1. **Jonathan Nixon, Emergency Services Director:** Mr. Nixon will introduce the following employees who were promoted to full-time status:

Employee Name	Employee Job Title	Effective Date
Chilli Moore	Full-Time EMT	08/01/2023
Ariana Ward	Full-Time EMT	08/01/2023
Paige Scheidler	Full-Time EMT	08/01/2023
James Wheeler	Full-Time AEMT	08/01/2023

2. **Angela Jordan, Social Services Director:** Ms. Jordan will introduce the following new full-time employees:

Employee Name	Employee Job Title	Effective Date
Joelisa Drew	Income Maintenance Caseworker II	08/01/2023
Brianna Williams	IMC I Working Toward IMC II	08/01/2023

- VI.A. **Enclosure.** Shelby White, Sheriff, will present a letter about their recent involvement with NCDPS's Law Enforcement Support Services. Board action may be requested.
- VI.B. **Enclosure.** Jonathan Nixon, Emergency Services Director, will present the award letter for their State and Local Cybersecurity Grant Program (SLCGP) in the amount of \$92,000.00. Board action may be requested.
- VIII.A. County Manager Heath will present several updates to the Board.
- VIII.B. **Enclosures.** The Board will be notified that the roads in Cedarwood Village was approved to be added to the NCDOT State Road Maintenance System. This is for information only.
- VIII.C. **Enclosure.** With the Board approving the increase of the DSS Board size from three to five, the Board will need to appoint their additional member. Board action may be requested.
- IX.A. **Enclosures.** Jonathan Nixon will present the renewal contracts for Colleton Billing who handles their EMS collections. Board action will be requested.
- IX.B. **Enclosure.** Focus Broadband has requested and easement. A copy of the plat for the easement is attached. The purpose of the easement is for the addition of equipment that will service broadband expansion in New Hope.

\*\*\*\*\*

**CONSENT AGENDA NOTES**

*(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal from the Consent Agenda is heard from a Commissioner)*

- A. **Enclosures:** Approval of the August 7, 2023 Regular Meeting & August 21, 2023 Special Called Meeting & Regular Work Session Minutes
- B. **Enclosure:** Tax Refund Approval: See attached listing
- C. **Enclosure:** Personnel Matters

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Amanda White	IMC I working against IMC II	Appointment	61/3	\$33,937	09/01/2023
Marvin Hunter	Part-Time/Fill-In Custodian	Appointment	36/9	\$15.15/hr.	09/01/2023

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
William Thomas Wright	Part-Time/Fill-In EMT	Appointment	63/2	\$17.39/hr.	09/01/2023
Jan Tripp	Part-Time/Fill-In EMT	Appointment	63/1	\$16.97/hr.	09/01/2023
Michelle Light	Income Maintenance Technician	Reclassification	59/3	\$31,078	07/01/2023
James Michael Wheeler	Full-Time AEMT	Reclassification	66/2	\$41,286	09/01/2023
Aleca Müller	Part-Time/Fill-In AEMT	Resignation			08/09/2023
Emily Sawyer	Part-Time/Fill-In AEMT	Resignation			08/22/2023
Jessica Hassell-Bellia	Part-time/Fill-In Paramedic	Resignation			08/07/2023
Nicolas Foley	Part-Time/Fill-In Non-Certified Telecommunicator	Resignation			08/28/2023

- D. **Enclosures:** During the Budget process, the following step or merit increases were approved for the employees. The following individuals are being recommended by their supervisor for step or merit increases:

Department	Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Department Head	Jacqueline Frierson	Register of Deeds	70/10	\$59,845	09/01/2023
County Manager	Casey Winn	Adm. Ass't./Human Resource Tech	61/3	\$33,937	09/01/2023
Social Services	Samantha Farrar	IMC II	63/4	\$37,988	09/01/2023
Social Services	Kay Hall	Social Worker II	67/9	\$51,162	09/01/2023
Social Services	Pamela Midgett	Income Maintenance Supervisor III	67/6	\$47,563	09/01/2023
EMS	Nicole Anderson	Paramedic	68/4	\$47,340	09/01/2023
EMS	Jared Turner	AEMT	66/4	\$43,350	09/01/2023
Sheriff's Office	Brian Gregory	Deputy	66/6	\$45,518	09/01/2023
Sheriff's Office	Daniel Turner	Deputy	66/7	\$46,628	09/01/2023

- E. **Enclosures:** Budget Amendment Nos. 13 - 15 are enclosed for your review and action.  
F. **Enclosures:** The following board reappointments were approved by the Board:

Name	Board/Committee	Action Taken	Term	Effective Date
Hobbs, Donald	Animal Control Board	Reappointment	2 yrs.	10/01/2023
Thompson, Bethany	Animal Control Board	Reappointment	1 yr.	10/01/2023
Staffings, Diame W.	Jury Commission - County Appointee	Reappointment	2 yrs.	10/01/2023

- G. **Enclosures:** These Resolutions are presented for Board information.

1. **Board of Elections Resolution:** The Board of Elections have adopted these enclosed resolutions due to their moving the voting places for the following precincts: West Hertford, East Hertford, and Bethel. This is for information purposes.

REGULAR MEETING

August 7, 2023  
7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, August 7, 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  
 T. Kyle Jones James W. Ward
- MEMBERS ABSENT: None
- OTHERS PRESENT: Frank Heath, County Manager Mary P. Hunnicutt, 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 amended Agenda was at their seats tonight. Timothy J. Corprew made a motion to approve the Agenda as presented. The motion was seconded by Joseph W. Hoffer 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.

1. **Approval of Minutes:** The Minutes from July 3, 2023 Regular Meeting & July 17, 2023 Work Session Meeting Minutes were approved by the Board.
2. **Personnel Matters:** The following personnel matters were approved by the Board:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Jocelyn Drew	Income Maintenance Caseworker II	Appointment	63/1	\$35,295	08/01/2023
Brianna Williams	IMC I Working Toward IMC II	Appointment	61/3	\$33,937	08/01/2023
Laincy Cluppell	Part-Time/Fill-In EMT	Appointment	63/1	\$16.97/hr.	08/01/2023
Chilli Moore	Full-Time EMT	Appointment	63/1	\$16.97/hr.	08/01/2023
Ariana Ward	Full-Time EMT	Appointment	63/1	\$16.97/hr.	08/01/2023
Paige Scheidler	Full-Time EMT	Appointment	66/1	\$19.36/hr.	08/01/2023
James Wheeler	Part-Time/Fill-In Paramedic	Appointment	68/2	\$21.68/hr.	08/01/2023
James Wheeler	Full-Time Paramedic	Promotion	68/2	\$21.68/hr.	08/01/2023
Allen Foy	Part-Time/Fill-In Telecommunicator I	Appointment	63/1	\$16.97/hr.	08/01/2023
Derek Blake	Part-Time/Fill-In Paramedic	Removal from Roster			07/10/2023
Kathryn Boyles	Part-Time/Fill-In Paramedic	Removal from Roster			07/10/2023
Celia McLaughlin	Part-Time/Fill-In Paramedic	Removal from Roster			07/10/2023
Savannah Felton	Part-Time/Fill-In Non-Certified Telecommunicator	Resignation			07/20/2023

3. **Step/Merit Increases:**

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Corrine Brinkley	IMC II	63/1	\$35,295	08/01/2023
Tiffany Maupin	IMC II	63/1	\$35,295	08/01/2023
Julie Shreckengast	IMC III - Lead Worker	65/2	\$39,508	08/01/2023
Senia Davenson	Full-Time AEMT	66/10	\$50,183	08/01/2023
Anna Johnson	Part-Time/Fill-In Telecommunicator II	66/4	\$19.94/hr.	08/01/2023
Morgan Story	Full-Time Certified Telecommunicator	63/1	\$16.97/hr.	08/01/2023
Nettie Gordon	Secretary	56/7	\$14,44/hr.	08/01/2023
William Thomas Wright	Deputy	66/2	\$41,286	08/01/2023
Alyssa Williams	Water Clerk I	61/9	\$39,288	08/01/2023

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

BUDGET AMENDMENT NO. 5  
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-035	Extension - FCS Grant	1,500	
10-615-141	Extension - FCS Grant	1,500	
EXPLANATION: To amend FY 23/24 budget to add additional funding as awarded by Vidant Health for the Food Service Program.			

BUDGET AMENDMENT NO. 6  
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-018	EM - CBC Grant - EOC	8,114	
10-330-344	EM - CBC Grant - EOC	8,114	
EXPLANATION: To amend FY 23/24 budget to add additional funding as previously awarded through the CBC/EOC.			

BUDGET AMENDMENT NO. 7  
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-004	Assistance to Fire Fighters	180,917	
10-592-747	Assistance to Fire Fighters	180,917	
EXPLANATION: To amend FY 23/24 budget to add additional funding as previously awarded through the Assistance to the Fire Fighters Grant.			

BUDGET AMENDMENT NO. 8  
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-010	ECU CH Duke Endowment	78,044	
10-592-741	ECU CH Duke Endowment	78,044	

EXPLANATION: To amend FY 23/24 budget to add additional funding as previously awarded through the Duke Endowment Grant.

BUDGET AMENDMENT NO. 9  
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-360-003	ARHS Community Response	13,407	
10-592-743	ARHS Community Response	13,407	

EXPLANATION: To amend FY 23/24 budget to add the FY 22/23 remaining funds for ARHS Community Response.

BUDGET AMENDMENT NO. 10  
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-399-000	Fund Balance Appropriated	250,000	
10-690-912	Transfer to Solid Waste Fund	250,000	
10-690-912	Transfer to Solid Waste Fund		250,000
10-120-000	Treasurer	250,000	
38-120-000	Treasurer		250,000
38-397-000	Transfer from General Fund	250,000	
38-397-000	Transfer from General Fund		250,000
38-750-910	SW - Health Department Landfill	250,000	

EXPLANATION: To amend FY 23/24 budget to add additional funding to account for July and August expenses. To be recouped with September billing.

BUDGET AMENDMENT NO. 11  
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-034	Extension - 4H Grants	1,500	
10-615-143	Extension - 4H Grants	1,500	

EXPLANATION: To amend FY 23/24 budget to add additional funding awarded by Vidant Health for the 4H Program.

5. Miscellaneous Document: The following miscellaneous document was approved by the Board:

- a. Home & Community Care Block Grant (HCCBG) Contract: The County has been approved to receive funds from the Home & Community Care Block Grant (HCCBG). The Board unanimously authorized the Chair and County Staff to sign the required documentation to receive these funds.

**INTRODUCTION OF NEW EMPLOYEES**

A. Introduction of New Employees: The following supervisors introduced their new employees:

- 1. Jonathan Nixon, Emergency Services Director: Mr. Nixon introduced the following employees who were promoted to full-time status:

Employee Name	Employee Job Title	Effective Date
Morgan Story	Full-Time Non-Certified TC	06/01/2023
Charity Geha	Full-Time Telecommunicator I	06/01/2023

- 2. Angela Jordan, Social Services Director: Ms. Jordan introduced the following new full-time employees:

Employee Name	Employee Job Title	Effective Date
Belinda Owens	Social Worker III (APS)	04/01/2023
Melissa Harris	IMC I working against IMC II	07/01/2023
Michele Light	Public Information Officer IV	07/01/2023

- 3. Mireil Parrish, Chief Building Inspector: Mr. Parrish introduced the following new full-time employee:

Employee Name	Employee Job Title	Effective Date
William Wynne, Jr.	Code Enforcement Officer	07/01/2023

- 4. Bevyle Gregory, Center for Active Living Coordinator: Ms. Gregory introduced the following employee who was promoted to full-time status:

Employee Name	Employee Job Title	Effective Date
LuRee Sawyer	Data Manager/Center Assistant	07/01/2023

After each introduction, the new employees made a few comments and the Chairman and Commissioners welcomed them to Perquimans County.

**BILL JENNINGS, TAX ADMINISTRATOR**

Mr. Jennings provided an update on the recent ZLS Foreclosure Sale on July 6, 2023. There were seven (7) properties to be sold but one owner came in and paid. They received bids on three (3) properties and they are now waiting for the upset bid period to expire. If these parcels do not sell, the County will sell them on GovDeals. After his foreclosure update, Mr. Jennings introduced Renee McGinnis Project Manager for Piner Appraisal, who provided an update on the 2024 Revaluation process. She also provided the following schedule:

- > October 16 – present the Schedule of Values and hold a public hearing on October 30
- > November 6 – Schedule of Values will be up for adoption
- > December 5 – if the Schedule of Values is adopted on November 6, this date will be the last day of appeals
- > February 20 – target date to mail revaluation notices – at this point, they can start accepting appeals
- > Between April and June – Board of Equalization will be called to order to hear appeals

After her presentation, she asked if the Board had any questions. There being none, Chairman Nelson moved to the next scheduled appointment.

DR. TANYA TURNER, SUPERINTENDENT OF SCHOOLS

Dr. Turner thanked the Board for allowing her to come speak to the Board on a couple of matters. The first item of discussion is a tour of the schools. The Board toured the schools before COVID and several commissioners have expressed an interest in taking the tour again to see what improvements have been made over the last couple of years with the financial help of the County. After talking with the school administrators, Dr. Turner provided the following dates for the tour: August 29-30 or September 6-7 at 6:30 p.m. She also wanted to know if the Board wanted to tour all the schools on one evening or to split it like we did the last time. It was the consensus of the Board to do the school tour on August 29-30 at 6:30 p.m. The next item that Dr. Turner wanted to discuss with the Board was regarding the crowning of the track field. She explained that the middle of the track field will house the soccer field but they need to add some dirt to the middle of it to crown it so it will drain properly. This needs to be done prior to asphaltting the track. She introduced Jamie Johnson, Maintenance Director, who explained his proposal. Mr. Johnson stated that Brown Landscaping and Whitehurst Sand has agreed to haul the sand from the Water Basin project if the County would authorize them to do so. This would save the school system around \$8,000. It will take about 110 dump truck loads to fill the area so that they can crown it and drain it properly. County Manager Heath explained that Mr. Johnson had contacted him today to discuss this matter. He did reach out to the Marine Park contractor who said that he did not have a problem for them to do that as long as they received a Certificate of Insurance and a letter holding them harmless for any accidents that may occur on the scene. They cannot offer any of their equipment to move the sand but Brown Landscaping and Whitehurst Sand has agreed to handle that. He added that they need to make sure that they leave proper drainage at the Marine Basin site. Commissioner Corprew stated that, since the site is not permitted and the dirt is not supposed to leave the site, they may need to check with DQ to make sure we are not doing anything wrong. It was the consensus of the Board to move forward with their request and to make sure that all boxes are checked. Commissioner Hoffer asked Dr. Turner if they have decided on a name for the track field. Dr. Turner said that, at this point, there has not been mentioned. Chairman Nelson said that this was a decision of the Board of Education.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

The following commissioner's concerns and committee reports were provided:

- Commissioner Corprew: Mr. Corprew expressed his concerns about dogs being left out in the heat with no shade or water. It was agreed that the Board will revisit the Animal Control Ordinance during one of their work sessions.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- New Board of Elections Building: County Manager Heath reported that renovation work on the inside of the new Board of Elections Building has begun.
- Construction Projects at Recreation Center: Mr. Heath informed the Board that the tennis court project is substantially complete and pickle ball field project is moving forward.
- Marine Park Video: Electricities has been working on a new Marine Park video to be used for advertising purposes. Mr. Heath said that he hopes that it will be completed by next month's meeting.
- ABC Board: Mr. Heath said that he and the Chairman met with the Hertford Town Manager and Mayor to discuss the possibility of merging with the Hertford ABC Board, which the Board has been discussing. There still needs to be more discussion with the Hertford Town Council. He hopes to have more information at next month's meeting.

DSS BOARD COMPOSITION

Chairman Nelson asked County Manager Heath to provide the Board with an update of the discussions the Board has had over the increase in membership of the DSS Board. Mr. Heath stated the process would be:

- The change can be made by a simple vote of the Board of Commissioner
- The five member DSS Board will consist of two Commissioner appointments, two Social Services Commission appointments, and one local DSS Board appointment. The current incumbents would continue to serve their terms as originally stated.
- The County will need to contact the Social Services Commission to make the additional appointment.

Mr. Heath asked County Attorney High if he any other information. Mr. High said that Mr. Heath explained it well. Commissioner Corprew asked what happens if the four members cannot agree on the fifth member of the DSS Board. Mr. Heath said that the local superior court judge would make that decision. Commissioner Hoffer express his concern that the expanding of the DSS Board now is at the wrong time with just hiring a new DSS Director. The County already knew that the increase in Medicaid funds was coming so why now. He feels that the timing is wrong. After some discussion, Chairman Nelson called for a vote. T. Kyle Jones made a motion to approve the increase in the membership of the DSS Board from three to five members. The motion was seconded by Charles Woodard and unanimously approved by the Board.

APPOINTMENT OF VOTING DELEGATE TO NCACC ANNUAL CONFERENCE

Chairman Nelson stated that they needed to appoint the Voting Delegates for the NCACC Annual Conference on August 24-26, 2023. At this time, Mary Hunnicutt, Clerk to the Board, reported that, in addition to Chairman Nelson, Commissioners Hoffer, Woodard, and Ward were planning on attending the NCACC Annual Conference. Chairman Nelson stated that, with his position on the NCACC Board of Trustees, he felt that his name should not be considered as a delegate or alternate. Commissioner Hoffer nominated Charles Woodard as the Delegate and Timothy J. Corprew seconded the nomination. The appointment of Charles Woodard as the Delegate to the NCACC Annual Conference was unanimously approved by the Board. Timothy J. Corprew nominated Joseph W. Hoffer as the Alternate Delegate. James W. Ward seconded the nomination. The appointment of Joseph W. Hoffer as the Alternate Delegate to the NCACC Annual Conference was unanimously approved by the Board.

BUDGET AMENDMENT NO. 12

Chairman Nelson recognized Jonathan Nixon, Emergency Services Director, who explained that Budget Amendment No. 12 was received after the Agenda Packets were distributed. He said that the following Budget Amendment No. 12 was to amend the FY 2023-2024 Budget to allocate the total fund balance as projected with the revenue/expenditure report due to the State by August 31, 2023. On motion made by T. Kyle Jones, seconded by Charles Woodard, the following Budget No. 12 was unanimously approved by the Board:

BUDGET AMENDMENT NO. 12  
EMERGENCY TELEPHONE SYSTEM FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
78-399-000	PSAP - Fund Balance Appropriated	71,525	
78-500-161	PSAP - Hardware Maintenance	71,525	
EXPLANATION: To amend FY 23/24 budget to allocate the total fund balance as projected with the revenue/expenditure report due to the State by August 31, 2023.			

PUBLIC COMMENTS

The following public comment was made.

- > John Whidbee: Mr. Whidbee lives at 612 Chapanoke Road, Hertford, NC. After review his qualifications, he explained that he has had a problem with flooding & drainage for six years on Chapanoke Road. He has appeared before the Board and has talked to several County and State departments with no resolution to his problem.

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. Ms. Hunnicutt said that she did not have the closed session minutes for the Board to approve so the Chairman removed that from the motion. On motion made by James W. Ward, seconded by Charles Woodard, the Board unanimously voted to go into Closed Session.

The Closed Session was adjourned and the Regular Called Meeting reconvened on motion made by Joseph W. Hoffler, 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 8:05 p.m. on motion made by Timothy J. Corprew, seconded by James W. Ward.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

\_\_\_\_\_  
Clerk to the Board

\*\*\*\*\*  
SPECIAL CALLED MEETING  
August 21, 2023  
7:00 p.m.

The Perquimans County Board of Commissioners met in a SPECIAL CALLED MEETING on Monday, August 21, 2023, at 7:00 p.m. in 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. Hoffler  
T. Kyle Jones James W. Ward
- MEMBERS ABSENT: None
- OTHERS PRESENT: Frank Heath, County Manager Mary P. Hunnicutt, Clerk to the Board  
Hackney High, County Attorney

Chairman Nelson called the meeting to order. Commissioner Woodard gave the invocation and the Chairman led the Pledge of Allegiance. Chairman Nelson explained that the purpose of this Special Called Meeting was to go into Closed Session to consult with attorney regarding a real property matter.

AGENDA

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

CLOSED SESSION: TO CONSULT WITH OUR ATTORNEY REGARDING REAL PROPERTY

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. On motion made by Joseph W. Hoffler, seconded by Charles Woodard, the Board unanimously voted to go into Closed Session.

The Closed Session was adjourned and the Special Called Meeting reconvened on motion made by James W. Ward, seconded by Charles Woodard, and unanimously approved by the Board.

ACTION FROM CLOSED SESSION

T. Kyle Jones made a motion to instruct/allow the County Manager and County Attorney to enter into a contract with and to effectuate the purchase from Sidney Jessup for the 80 acres south of



Perquimans Central School in the amount of \$900,000 and to include that the County will be responsible for all costs associated with the closing. Timothy J. Corprew seconded the motion. The motion was approved by a vote of five (5) to one (1) with T. Kyle Jones voting against the motion.

ADJOURNMENT

There being no further comments or business to discuss, the Special Called Meeting was adjourned at 7:35 p.m. on motion made by Joseph W. Hoffer, seconded by Charles Woodard.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

\_\_\_\_\_  
Clerk to the Board

\*\*\*\*\*

WORK SESSION

August 21, 2023

7:00 p.m.

The Perquimans County Board of Commissioners met in a Work Session on Monday, August 21, 2023, at 7:00 p.m. in 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
	T. Kyle Jones	James W. Ward
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Frank Heath, County Manager	Mary P. Hunnicutt, Clerk to the Board

Chairman Nelson proceeded with the Work Session following the adjournment of the Special Called Meeting. The following matters were discussed.

ANIMAL TETHERING

Before proceeding with the discussion, Commissioner Corprew explained that he did not bring this matter up to include animal tethering. He just wanted to cover the human care and comfort of animals in high and low temperatures. After Mr. Corprew's comment, Chairman Nelson asked the Board if they wanted to pursue this matter again since it was discussed in November 2017 and voted down on August 6, 2018. Commissioner Corprew continued his comments in that he wanted something in place to have owners of animals to take care of them in these extreme temperatures. He has seen several animals that were not able to get into shade during this hot weather and feels that the County should revisit the Ordinance again. After some discussion, it was the consensus of the Board to have the County Attorney, County Manager, and Sheriff to discuss this and encouraged the Board members to review the proposed amendment and make any recommendations to the County Manager for discussion at a later Work Session.

ADJOURNMENT

Before the Chairman asked to adjourn the Work Session, he read a letter from the Open Door of Perquimans County thanking the Board for their financial support. The letter was included in their August 7, 2023 Agenda Packet. There being no further comments or business to discuss, the Work Session was adjourned at 7:35 p.m. on motion made by Joseph W. Hoffer, seconded by Charles Woodard.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

\_\_\_\_\_  
Clerk to the Board

\*\*\*\*\*

August 30, 2023

**Tax Refunds: (Perquimans County)**

Charlie Cain Felton \$113.87  
Vehicle totaled; 8-month refund  
Account#: 71400970

EMPLOYMENT ACTION FORM

DATE SUBMITTED: August 16, 2023

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Amanda White

SOC. SEC. NO.

POSITION: Income Maintenance Caseworker II

DEPT.: Social Services

\*\*\*\*\*Ms. White is not fully qualified as an IMC II (Grade 63), therefore is an IMC I (Grade 61) working against the IMC II position for a year\*\*\*\*\*

X NEW EMPLOYEE EFFECTIVE DATE: September 1, 2023

GRADE: 61 STEP: 3 SALARY: \$33,937.00

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE: STEP: SALARY:

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: STEP: SALARY:

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: STEP: SALARY:

DATE OF EMPLOYEE TERMINATION/RESIGNATION.

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: STEP: SALARY:

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: August 16, 2023

DATE: 8/16/2023

FINANCE OFFICER

DATE:

COPY

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 8/18/23

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Marvin Hunter

SOC. SEC. NO.: \_\_\_\_\_

POSITION: PT/FI Custodian

DEPT.: Buildings & Grounds

NEW EMPLOYEE EFFECTIVE DATE: 09/01/2023

GRADE: 56 STEP: 9 SALARY: \$15.15 / hour

ENDING DATE OF PROBATIONARY PERIOD: 09/01/2024

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR      2      3      4) GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

\_\_\_\_\_ DATE OF EMPLOYEE RESIGNATION / RETIREMENT.

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. DATE GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

\_\_\_\_\_  
DATE: \_\_\_\_\_

COUNTY MANAGER APPROVAL

Frank Heath  
DATE: 8/18/2023

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

**COPY**

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: William Thomas Wright

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Part Time Fill In EMT

DEPT.: EMS

NEW EMPLOYEE EFFECTIVE DATE: Sept 1 2023

GRADE: 63 STEP: 2 SALARY: \$17.39 Hourly

ENDING DATE OF PROBATIONARY PERIOD: Sept 1 2024

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR      2      3      4)  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.  
Date

\_\_\_\_\_ DATE OF EMPLOYEE RESIGNATION  
Date

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

[Signature]  
DATE: 8/29/23

[Signature]  
DATE: 8/29/23

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

COPY

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Jan Tripp SOC. SEC. NO.: \_\_\_\_\_

POSITION: Part Time Fill In EMT DEPT.: EMS

NEW EMPLOYEE EFFECTIVE DATE: September 1 2023

GRADE: 63 STEP: 1 SALARY: \$16.97 Hourly

ENDING DATE OF PROBATIONARY PERIOD: September 1 2024

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

\_\_\_\_\_ DATE OF EMPLOYEE RESIGNATION

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

[Signature]  
DATE: 8/29/23

[Signature]  
DATE: 8/29/23

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

COPY

EMPLOYMENT ACTION FORM

DATE SUBMITTED: August 8, 2023

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Michele Light

SOC. SEC. NO. \_\_\_\_\_

POSITION: Income Maintenance Technician

DEPT.: Social Services

NEW EMPLOYEE EFFECTIVE DATE: July 1, 2023

GRADE: 59 STEP: 3 SALARY: \$31,078

\*\*\*\*\*THE POSITION HAS BEEN RECLASSIFIED FROM PUBLIC INFORMATION ASSISTANT IV\*\*\*\*\*

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_


\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

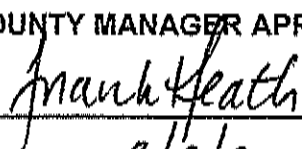
\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION/RESIGNATION.

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION  
  
DATE: August 8, 2023

COUNTY MANAGER APPROVAL  
  
DATE: 8/9/2023

FINANCE OFFICER \_\_\_\_\_  
DATE: \_\_\_\_\_

COPY

PERQUIMANS COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
P.O. BOX 107  
Hertford, North Carolina 27944  
Phone 252-426-7373 - Fax 252-426-1240

SOCIALSERVICESBOARD  
Teresa Blanchard, Chair  
Brenda Dillard  
Charles Woodard

DIRECTOR  
Angela S. Jordan

MEMORANDUM

August 8, 2023

To: Mr. Frank Heath, County Manager  
Ms. Tracy Mathews, County Finance  
Ms. Casey Winn, County Human Resources  
Ms. Mary Hunnicutt, Clerk to the Board  
Ms. Rebecca Corprew, Administrative Officer

From: Ms. Angela S. Jordan, Director, Perquimans County Department of Social Services

Subject: Reclassification of position

As you are aware, Perquimans County Department of Social Services offered the Public Information Assistant IV position to Michele Light and she accepted, with the understanding that with the new budget effective, July 1, 2023, this position would reclassify to Income Maintenance Technician. I am requesting that the Public Information Assistant IV position be officially reclassified to Income Maintenance Technician. The salary for Ms. Light will remain at \$31,078.00, Grade 59, Step 3, effective Monday, July 10, 2023, as this was Ms. Light's first day with our agency.

I have attached an Employee Action Form.

If there are any questions or further information is needed, I can be reached at 426-7373, ext. 128.



Perquimans County's Vision:

To be a community of opportunity in which to live, learn, work, prosper and play.

COPY



COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: James Michael Wheeler

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Full Time AEMT

DEPT.: EMS

NEW EMPLOYEE EFFECTIVE DATE: September 1 2023

GRADE: 66 STEP: 2 SALARY: \$19.85 Hourly (\$41,286)

ENDING DATE OF PROBATIONARY PERIOD: September 1 2024

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

\_\_\_\_\_ DATE OF EMPLOYEE RESIGNATION

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

[Signature]  
DATE: 8/30/23

[Signature]  
DATE: 8/30/23

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

COPY

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Aleca Miller SOC. SEC. NO.: \_\_\_\_\_

POSITION: Part Time Fill In AEMT DEPT.: EMS

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4)  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.  
Date

**X** 8/09/2023 DATE OF EMPLOYEE RESIGNATION  
Date

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION  
[Signature]  
DATE: 8/10/23

COUNTY MANAGER APPROVAL  
[Signature]  
DATE: \_\_\_\_\_

FINANCE OFFICER  
\_\_\_\_\_  
DATE: \_\_\_\_\_

COPY

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Emily Sawyer

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Part Time Fill In AEMT

DEPT.: \_\_\_\_\_

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND  
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP  
Date RAISE. (YEAR    2    3    4)  
GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

**X** 8/22/2023 DATE OF EMPLOYEE RESIGNATION  
Date

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: 8/22/23

DATE: \_\_\_\_\_

FINANCE OFFICER

DATE: \_\_\_\_\_

COPY

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Jessica Hassell - Bellia

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Part Time Fill In Paramedic

DEPT.: EMS

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

**X** 8/2/2023 DATE OF EMPLOYEE RESIGNATION

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

[Signature]  
DATE: 8/7/23

[Signature]  
DATE: 8/16/23

FINANCE OFFICER

DATE: \_\_\_\_\_

COPY

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Nicholas Foley SOC. SEC. NO.: \_\_\_\_\_

POSITION: Part Time Fill In Non Certified Telecommunicator DEPT.: Telecommunications

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

**X** 8/28/23 DATE OF EMPLOYEE RESIGNATION  
Date

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

[Signature]  
DATE: 8/29/2023

Frank Heath  
DATE: 8/29/23

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

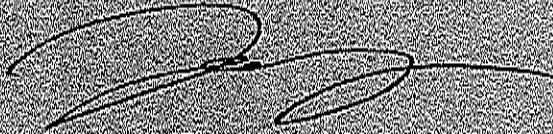
COPY

Nicholas Foley  
107 Roscoe Drive  
Elizabeth City NC 27909

August 28, 2023

To Whom It May Concern,

I, Nicholas Foley, resign effective immediately as a part-time fill-in non-certified Telecommunicator with the Perquimans 911 Communications division of the Perquimans County Emergency Services Department.



Nicholas Foley

COPY



EMPLOYMENT ACTION FORM

DATE SUBMITTED: \_\_\_\_\_

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Jacqueline S. Frierson

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Register of Deeds

DEPT.: Register of Deeds

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: 70 STEP: 9 SALARY: \$58,384

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR      2      3      4) GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

9/1/23 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: 70 STEP: 10 SALARY: \$59,845

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

\_\_\_\_\_  
DATE: \_\_\_\_\_

W. Frank Heath III  
DATE: 8/23/23

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

COPY

EMPLOYMENT ACTION FORM

DATE SUBMITTED: \_\_\_\_\_

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Casey Winn SOC. SEC. NO.: \_\_\_\_\_

Administrative Assistant /

POSITION: Human Resource Tech DEPT.: County Manager

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: 61 STEP: 2 SALARY: \$33,130

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

9/01/2023 DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
Date GRADE: 61 STEP: 3 SALARY: \$33,937

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4)  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.  
Date

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION  
\_\_\_\_\_  
DATE: \_\_\_\_\_

COUNTY MANAGER APPROVAL  
W. Frank Heath III  
DATE: 8/23/2023

FINANCE OFFICER  
\_\_\_\_\_  
DATE: \_\_\_\_\_

COPY



EMPLOYMENT ACTION FORM

DATE SUBMITTED: August 3, 2023

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Samantha Farrar

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Income Maintenance Caseworker II

DEPT.: Social Services

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR      2      3      4)  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION/RESIGNATION.  
Date

**x** 9/1/2023 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.  
Date


GRADE: 63    STEP: 4    SALARY: \$37,988.00

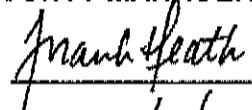
THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

  
DATE: August 3, 2023

  
DATE: 8/18/2023

FINANCE OFFICER \_\_\_\_\_

DATE: \_\_\_\_\_

COPY

EMPLOYMENT ACTION FORM

DATE SUBMITTED: August 24, 2023

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Kay Hall SOC. SEC. NO.: \_\_\_\_\_

POSITION: Social Worker II DEPT.: Social Services

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR    2    3    4)  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION/RESIGNATION.  
Date

**X** 9/1/2023 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

Date GRADE: 67 STEP: 9 SALARY: \$51,162

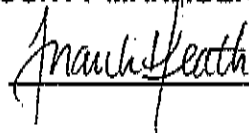
THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL





DATE: August 24, 2023

FINANCE OFFICER \_\_\_\_\_

DATE: \_\_\_\_\_

**COPY**

EMPLOYMENT ACTION FORM

DATE SUBMITTED: August 3, 2023

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Pamela Midgett

SOC. SEC. NO.:

POSITION: Income Maintenance Supervisor III

DEPT.: Social Services

NEW EMPLOYEE EFFECTIVE DATE:

GRADE: STEP: SALARY:

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE: STEP: SALARY:

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: STEP: SALARY:

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: STEP: SALARY:

DATE OF EMPLOYEE TERMINATION/RESIGNATION.

X 9/1/2023 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

GRADE: 67 STEP: 6 SALARY: \$47,563.00

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION [Signature] DATE: August 3, 2023

COUNTY MANAGER APPROVAL [Signature] DATE: 8/18/2023

FINANCE OFFICER DATE:

COPY

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Nicole Anderson

SOC. SEC. NO.:

POSITION: Full Time Paramedic

DEPT.: EMS

NEW EMPLOYEE EFFECTIVE DATE:

GRADE: STEP: SALARY:

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE: STEP: SALARY:

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: STEP: SALARY:

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: STEP: SALARY:

DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

DATE OF EMPLOYEE RESIGNATION

X 9/1/2023 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: 68 STEP: 4 SALARY: \$22.76 Hourly (\$47,340)

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: 8/22/23

DATE: 9/23/23

FINANCE OFFICER

DATE:

COPY

EMPLOYMENT ACTION FORM

DATE SUBMITTED: \_\_\_\_\_

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Jared Turner

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Full Time AEMT

DEPT.: EMS

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR      2      3      4)  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.  
Date

\_\_\_\_\_ DATE OF EMPLOYEE RESIGNATION  
Date

**X** 9/1/2023 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.  
Date      GRADE: 66 STEP: 4 SALARY: \$20.84 Hourly (\$43,350)

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

[Signature]  
DATE: 8/20/23

[Signature]  
DATE: \_\_\_\_\_

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

COPY

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Brian Gregory \_\_\_\_\_

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Deputy \_\_\_\_\_

DEPT.: Sheriff's Office \_\_\_\_\_

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: 66 \_\_\_\_\_ STEP: 5 \_\_\_\_\_ SALARY: \$44,408 \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

X 9-1-23 \_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4)

GRADE: 66 \_\_\_\_\_ STEP: 6 \_\_\_\_\_ SALARY: \$45,518 \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION/RESIGNATION.  
Date

\_\_\_\_\_ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: \_\_\_\_\_ PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

*Shelton Whit*

*Frank Feath*

DATE: 8-10-23

DATE: 8/11/23

FINANCE OFFICER

\_\_\_\_\_

DATE: \_\_\_\_\_

COPY

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 8/10/23

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Daniel Turner

SOC. SEC. NO.:

POSITION: Deputy

DEPT.: Sheriff's Office

NEW EMPLOYEE EFFECTIVE DATE:

GRADE: STEP: SALARY:

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE: 66 STEP: 6 SALARY: \$45,518

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.

X 9-1-23 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4)

DATE OF EMPLOYEE TERMINATION/RESIGNATION.

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

DEPARTMENT RECOMMENDATION
Adelton Whit
DATE: 8-10-23

COUNTY MANAGER APPROVAL
Anaul Heath
DATE: 8/11/23

FINANCE OFFICER
DATE:

COPY

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**GENERAL FUNDS**  
**NO. 13**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF SEPTEMBER, 2023, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2023 - 2024 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-399-000	Fund Balance Appropriated	910,000	
10-690-972	School Land Acquisition	910,000	
<b>EXPLANATION:</b> To amend FY 22/23 budget to appropriate funding for land acquisition for new school site.			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 5th DAY OF SEPTEMBER, 2023.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF SEPTEMBER, 2023.

\_\_\_\_\_  
 Chairman, Board of Commissioners

\_\_\_\_\_  
 Finance Officer



**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**GENERAL FUNDS**  
**NO. 14**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF SEPTEMBER, 2023, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2023 - 2024 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-399-000	Fund Balance Appropriated	910,000	
10-690-972	School Land Acquisition	910,000	
<b>EXPLANATION:</b> To amend FY 22/23 budget to appropriate funding for land acquisition for new school site.			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 5th DAY OF SEPTEMBER, 2023.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF SEPTEMBER, 2023.

\_\_\_\_\_  
 Chairman, Board of Commissioners

\_\_\_\_\_  
 Finance Officer

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**E-911 FUNDS**  
**NO. 15**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF SEPTEMBER, 2023, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2023 - 2024 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
78-399-000	PSAP - Fund Balance Appropriated	139,003	
78-500-161	PSAP - Hardware	139,003	
<b>EXPLANATION:</b> To amend FY 22/23 budget to allocate unanticipated additional revenue as approved by the State.			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 5th DAY OF SEPTEMBER, 2023.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF SEPTEMBER, 2023.

\_\_\_\_\_  
 Chairman, Board of Commissioners

\_\_\_\_\_  
 Finance Officer

**RE: Animal Control Board**

From: LeAnne Wynne  
 To: Mary Hunnicutt; Shelby White  
 Date: Thu 8/24/2023 9:26 AM

Good Morning Mary. Donald Hobbs has verified that he would like to remain on the board. Thanks!

LeAnne Wynne 123, Perquimans County Sheriff's Office  
 110 N. Church Street  
 P. O. Box 31  
 Hertford NC 27944  
 (252) 426-5615 Fax: (252) 426-4019  
 NC0720000

From: LeAnne Wynne  
 To: Mary Hunnicutt; Shelby White  
 Date: Wed 8/23/2023 4:53 PM

Good Afternoon Mary. I have contacted Bethany Thompson and she said she is willing to serve on the board again. I have no contact information for Donald Hobbs, if you can get me a phone number for him I can attempt to call him also.

LeAnne Wynne 123, Perquimans County Sheriff's Office  
 110 N. Church Street  
 P. O. Box 31  
 Hertford NC 27944  
 (252) 426-5615 Fax: (252) 426-4019  
 NC0720000

**From:** Mary Hunnicutt <MHunnicutt@perquimanscountync.gov>  
**Sent:** Wednesday, August 23, 2023 4:26 PM  
**To:** Shelby White <SWhite@perquimanscountync.gov>; LeAnne Wynne <LWynne@perquimanscountync.gov>  
**Subject:** Animal Control Board

Shelby & LeAnne, I am trying to determine if these individuals are still willing to serve on the above referenced Board and if they are still willing to serve and are still eligible to serve:

Name	Board/Committee	Term	Appt.	Expire
Hobbs, Donald	Animal Control Board (at-large Comm. Appt)	2 yrs.	10/1/2021	9/30/2023
Thompson, Bethany	Animal Control Board (SPCA Representative)	1 yr.	10/1/2022	9/30/2023

Please let me know by Tuesday, August 29, if I can place their names for reappointment on the September Agenda.

Thanks.

Mary P. Hunnicutt, Clerk to the Board  
 Perquimans County  
 P.O. Box 45  
 Hertford, NC 27944  
 Phone: (252) 426-8484  
 Fax: (252) 426-4034  
 E-Mail: [mhunnicutt@perquimanscountync.gov](mailto:mhunnicutt@perquimanscountync.gov)

**RE: Jury Commission - County Appointee**

Tilley, Todd W. &lt;todd.w.tilley@nccourts.org&gt;

Thu 8/24/2023 9:51 AM

To: Mary Hunnicutt &lt;MHunnicutt@perquimanscountync.gov&gt;

Ms. Stallings is willing to continue to serve in this position.

Thanks,

TWT

**Todd W. Tilley**  
**Clerk of Superior Court**  
**Perquimans County**  
 O (252) 404-5000  
 F (252) 404-5001

---

**From:** Mary Hunnicutt <MHunnicutt@perquimanscountync.gov>
**Sent:** Wednesday, August 23, 2023 4:30 PM**To:** Tilley, Todd W. <todd.w.tilley@nccourts.org>**Subject:** Jury Commission - County Appointee

Todd, I am trying to determine if this individual is still willing to serve on the above referenced Board and if she is still eligible to serve:

Name	Board/Committee	Term	Appt.	Expire
Stallings, Dianne W.	Jury Commission - County Appointee	2 yrs.	10/1/2021	9/30/2023

Please let me know by Tuesday, August 29, if I can place their names for reappointment on the September Agenda.

Thanks.

Mary P. Hunnicutt  
 Clerk to the Board  
 Perquimans County  
 P.O. Box 45  
 Hertford, NC 27944  
 Phone: (252) 426-8484  
 Fax: (252) 426-4034  
 E-Mail: [mhunnicutt@perquimanscountync.gov](mailto:mhunnicutt@perquimanscountync.gov)

*Perquimans County's Vision:*

*To be a community of opportunity in which to live, learn, work, prosper and play.*

E-mail correspondence to and from this address may be subject to the North Carolina public records laws and if so, may be disclosed.

Vera Murrill, Chairperson  
Ella Fields-Bunch, Secretary  
Victoria Butler, Member  
Kevin Jones, Member  
Bobby Siller, Member



Jackie Greene  
Director  
Erica Critcher  
Deputy Director

## Perquimans County Board of Elections

601 A South Edenton Road Street  
PO Box 336  
Hertford, N.C. 27944

Phone: 252.426.5598

Fax: 252.426.5068

### Perquimans County Board of Elections Resolution #2023-02

WHEREAS, the Perquimans County Board of Elections (BOE) is responsible through G.S. 163-129(a), to provide a suitable structure in each precinct in which registration and voting may be conducted;

BE IT RESOLVED that the Perquimans County Board of Elections shall move the voting place for West Hertford Precinct to the Auditorium of the NC Cooperative Extension Center.

BE IT ALSO RESOLVED that this move shall take place beginning with the Municipal Election of 2023.

Approved: May 2, 2023

Board Chair, Vera Murrill *Vera Murrill*

Secretary, Ella Fields Bunch *Ella Fields Bunch*

Member, Victoria Butler *Victoria Butler*

Member, Kevin Jones *Kevin Jones*

Member, Bobby Siller *Bobby Siller*

Vera Murrill, Chairperson  
Ella Fields-Bunch, Secretary  
Victoria Butler, Member  
Kevin Jones, Member  
Bobby Siller, Member



Jackie Greene  
Director  
Erica Critcher  
Deputy Director

## Perquimans County Board of Elections

601 A South Edenton Road Street  
PO Box 336  
Hertford, N.C. 27944

Phone: 252.426.5598

Fax: 252.426.5068

### Perquimans County Board of Elections Resolution #2023-03

WHEREAS the Perquimans County Board of Elections (BOE) is responsible through G.S. 163-129(a), to provide a suitable structure in each precinct in which registration and voting may be conducted;

BE IT RESOLVED that the Perquimans County Board of Elections shall move the voting place for East Hertford Precinct to the Meeting Room of the Perquimans County Library.

BE IT ALSO RESOLVED that this move shall take place beginning with the Municipal Election of 2023.

Approved: May 2, 2023

Board Chair, Vera Murrill Vera Murrill

Secretary, Ella Fields Bunch Ella Fields Bunch

Member, Victoria Butler Victoria Butler

Member, Kevin Jones Kevin Jones

Member, Bobby Siller Bobby Siller

Vera Murrill, Chairperson  
Ella Fields-Bunch, Secretary  
Victoria Butler, Member  
Kevin Jones, Member  
Bobby Siller, Member



Jackie Greene  
Director  
Erica Critcher  
Deputy Director

## Perquimans County Board of Elections

601 A South Edenton Road Street  
PO Box 336  
Hertford, N.C. 27944

Phone: 252.426.5598

Fax: 252.426.5068

### Perquimans County Board of Elections Resolution #2023-04

WHEREAS, the Perquimans County Board of Elections (BOE) is responsible through G.S. 163-129(a), to provide a suitable structure in each precinct in which registration and voting may be conducted;

BE IT RESOLVED that the Perquimans County Board of Elections shall move the voting place in Bethel Precinct to Perquimans County Recreation Center

BE IT ALSO RESOLVED that this move shall take place beginning with the Primary of 2024.

Approved: May 2, 2023

Board Chair, Vera Murrill *Vera Murrill*

Secretary, Ella Fields Bunch *Ella Fields Bunch*

Member, Victoria Butler *Victoria Butler*

Member, Kevin Jones *Kevin Jones*

Member, Bobby Siller *Bobby Siller*

### Commissioners Meeting

Macey Cappel

Wed 8/16/2023 4:03 PM

To: Mary Hunnicutt <MHunnicutt@perquimanscountync.gov>

Cc: Shelby White <SWhite@perquimanscountync.gov>

Good Evening,

Shelby has requested to be put on the agenda to speak for the next commissioners meeting. He will be presenting a letter about our recent involvement with NCDPS's Law Enforcement Support Services. I will get you the letter by the end of the week. There are a few items on it that need to be edited. Shelby will be doing this in accordance with Presidential Executive Order 14074.

Basically, he must inform the board and inform the public we will be participating in the LESS program which has the potential of us receiving controlled property from the Federal Government. Without this we cannot be involved in the program.

Thanks,

Macey Cappel (121)  
Administrative Assistant  
Perquimans County Sheriff's Office  
110 N. Church Street  
P. O. Box 31  
Hertford NC 27944  
(252) 426-5615 Fax: (252) 426-4019





SUBJECT: Notification to Civilian Governing Body and Local Community



PERQUIMANS COUNTY SHERIFF'S OFFICE  
SHERIFF SHELBY WHITE

110 NORTH CHURCH STREET  
P. O. BOX 31  
HERTFORD NC 27944  
(252) 426-5615 Fax (252) 426-4019

August 16<sup>th</sup>, 2023

SUBJECT: Notification to Civilian Governing Body and Local Community

On May 25, 2022, Presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

- 1) Notify their Civilian Governing Body (CGB) (i.e., City Council, County Government or other local governing body) of its intent to request property from Federal sources (to include Federal funds or grants).
- 2) Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies or subcontractors (including existing transfer contracts or grants).

The Perquimans County Sheriff's Office may request the controlled property items attached to this memo from the Law Enforcement Support Office (LESO), or other Federal source.

Pursuant to EO 14074 (Section 12), this memo fulfills the requirement to notify the Civilian Governing Body (CGB) and Local Community of my agency's intent to request the controlled property items identified in the attached list.

A handwritten signature in black ink that reads "Shelby White". The signature is written in a cursive style with a long, sweeping underline.

Shelby White,  
Sheriff, Perquimans County

## SUBJECT: Notification to Civilian Governing Body and Local Community

**Controlled Property Description**

(Attachment 1)

AIRCRAFT ACCESSORIES, COMPONENTS, MISC	FACEMASK	RANGE FINDER, LASER
AIRCRAFT REPAIR PARTS/COMPONENTS	FLASHLIGHTS	RANGE FINDER-TARGE DESIGNATOR, LASER
AIRCRAFT, FIXED WING	FLOODLIGHT	RED DOT SIGHT
AIRCRAFT, ROTARY WING	FORWARD LOOKING INFRARED IMAGING SYSTEM	RIFLESCOPE
ALL TERRAIN VEHICLE (ATV)	GENERATOR SET	SCANNER, X-RAY, BAGGAGE
AMMUNITION CONTAINER	GLOBAL POSITIONING SATELLITE (GPS)	SEARCHLIGHT
AMPLIFIER	HEAVY EQUIPMENT/VEHICLES	SHIELD, BALLISTIC
ANALYZER, HAZARDOUS MATERIAL IDENTIFICATION	INSULATION BLANKET	SHIPPING CONTAINER
ANTENNA	LANDING SEARCHLIGHT	SIGHT, BORE OPTICAL
ARMORED VEHICLE	LIFE PRESERVER, VEST	SIGHT, HOLOGRAPHIC
BALLISTIC BLANKET	MAGNIFIER	SIGHT, INFINITY
BARRIER, VEHICLE ARRESTING, PORTABLE	MARKER, IDENTIFICATION	SIGHT, REFLEX
BINOCULAR	MARKSMANSHIP TRAINER	SMALL ARMS STORAGE RACKS
BLANKETS	MEDICAL/FIRST AID SUPPLIES	SPOTTING INSTRUMENT, OPTICAL
BREATHING APPARATUS	MISC SMALL ARMS PARTS	TARGET, TRAINING, MOBILE
CAMERA SYSTEM	MISCELLANEOUS COMMUNICATION EQUIPMENT	TELESCOPE
COMPASS	MULTIMEDIA PROJECTION SET	TENTS/PORTABLE SHELTERS
COMPUTER SYSTEM	NAVIGATION SET, SATELLITE SIGNALS	THERMAL CAMERA
CONTAINER, AMMUNITION	NIGHT VISION DEVICE	THERMAL CAMERA ACCESSORIES
CONTAINER, K-9 TRANSPORT	NIGHT VISION GOGGLE	TRAINING AID/SIMULATORS
CONVERSION KIT, RIFLE	NON-ARMORED HMMWV	TRAINING AIDES/DEVICES
COVERALLS	OFFICE EQUIPMENT	TRANSLATION DEVICE
DECONTAMINATION DEVICES	OFFICE SUPPLIES	TRUCK, CARGO
DECONTAMINATION SYSTEM	PORTABLE RADIO	TRUCK, TANK
DEEP WATER FORDING KIT	PREFAB & PORTABLE BUILDINGS	VEHICLE REPAIR PARTS/COMPONENTS
DETECTOR, GAS	PROTECTIVE EYEWEAR	WARM WEATHER CLOTHING/SHOES
DIVER'S SUIT	PUBLIC ADDRESS SET	SMALL ARMS PARTS/ACCESSORIES
EXPLOSIVE ORDINANCE DISPOSAL ROBOT	RADIO	SMALL ARMS



NC Department of Public Safety  
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary  
William C. Ray, Director

August 9, 2023

State and Local Cybersecurity Grant Program (**SLCGP**)  
Fiscal Year 2022 (FY22)

SUBAWARD NOTIFICATION

Julie Solesbee  
Perquimans County  
159 Creek Drive  
Hertford, NC 27944-9402

Period of Performance: December 1, 2022 to February 28, 2026  
Project Title: Perquimans County IT Security Planning, Organ  
Total Amount of Award: \$92,000.00  
MOA #: 2280065

The North Carolina Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM) is pleased to inform you that the project submitted by your organization for federal FY22 SLCGP has been approved for funding. In accordance with the provisions of the FY22 SLCGP Notice of Funding Opportunity, NCEM hereby awards your organization a grant in the amount shown above to complete the approved project during the designated period of performance.

**Conditions:** Subrecipient agrees that funds will only be expended to complete the approved project not to exceed the funding amount for the project during the designated period of performance. Subrecipient also agrees to comply with all terms, conditions and responsibilities specified in the forthcoming Memorandum of Agreement (MOA), and to comply with all applicable federal, state, and local laws, and rules and regulations in the performance of this grant. Indirect costs are not authorized under this award.

**Supplanting:** Subrecipient confirms that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for cybersecurity activities.

**Payment of funds:** The grant shall be effective upon final approval and execution of the corresponding MOA by Subrecipient and NCDPS / NCEM. Grant funds will be disbursed upon receipt of acceptable documentation submitted by Subrecipient that funds have been invoiced, products or services received, and proof of payment is provided. Reimbursements will be made in conjunction with the timely submission of required reports by Subrecipient as specified in the MOA.

**Required Documents/Forms:** Subrecipient must submit the following documents to: [slcgp@ncdps.gov](mailto:slcgp@ncdps.gov). This is not required if Subrecipient has previously submitted these documents for this or any other NCDPS / NCEM grant; however, if any of these documents are not current, Subrecipient must submit updated document(s):

- W-9 (09 NCAC 03M .0202)
- Payment / Vendor Verification Form
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Copy of Subrecipient's procurement policy

MBXQ5J2NMCK9

Please provide your Unique Entity ID ([sam.gov](http://sam.gov)): \_\_\_\_\_

In the box below, list the names & emails authorized as subrecipient signatories for the above-referenced MOA in the preferred order of signature & receipt, and return within 10 days. Denote which signatory represents Finance. Append "cc" to designate copy-only.

Example: *John Smith ([john.smith@yahoo.com](mailto:john.smith@yahoo.com)) Finance*  
*Mary Jones ([mary.jones@hotmail.com](mailto:mary.jones@hotmail.com))*  
*Sam Brown ([s.brown@gmail.com](mailto:s.brown@gmail.com)) cc*

Frank Heath, County Man.  
[frankheath@perquimanscountync.gov](mailto:frankheath@perquimanscountync.gov)  
Tracy Mathews, Fin Off  
[tracymathews@perquimanscountync.gov](mailto:tracymathews@perquimanscountync.gov)  
Jonathan Nixon, ES Dir  
[jnixon@perquimanscountync.gov](mailto:jnixon@perquimanscountync.gov)

Julie Solesbee, Asst. ES Dir [jsolesbee@ncdps.gov](mailto:jsolesbee@ncdps.gov)



1656 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236

Phone: 919-825-2500 Fax: 919-825-2685 | [www.ncdps.gov](http://www.ncdps.gov) [www.readync.gov](http://www.readync.gov)

An Equal Opportunity Employer



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

August 18, 2023

Tildon Whitehurst, Jr.  
233 Woodville Road  
Hertford, NC 27944

County: Perquimans

Subject: Addition of Roads in Cedarwood Village  
SR 1496 – Cedarwood Boulevard  
SR 1497 – Mulberry Lane  
SR 1498 – Magnolia Trail  
SR 1499 – Oakwood Court

Dear Mr. Whitehurst,

Your name was listed as the contact person on the received petition for State Maintenance, and we are pleased to inform you that the above roads have been approved for addition to the State Highway System. These additions were approved by the North Carolina Board of Transportation at the Board Meeting on April 6, 2023.

Division of Highways field forces will begin maintaining these roads just as soon as it can be worked into their schedule. Any improvement programmed for these roads must be accomplished within the needs for existing State Maintained Roads located in this county.

Sincerely,

Caitlin A. Spear, PE  
District Engineer

Attachments

Cc: D.A. Moran  
C.W. Bridgers, PE  
L.D. Winslow  
W.F. Heath, County Manager  
Dr. T.H. Turner, Superintendent



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

**DATE:** April 14, 2023  
**TO:** C.W. "Win" Bridgers, PE  
Division Engineer  
Division 1  
**FROM:** Erin Lesh, GISP  
Supervisor, Spatial Data Operations Group  
Geographic Information Systems Unit  
**SUBJECT:** 2023 District 1 Road System Changes

The GIS Unit's Spatial Data Operations Group has been authorized to make the changes indicated below to the state road system. We request that you update the related maps and files in your offices and install appropriate road number signs, if necessary. If our system changes do not conform to the actual conditions in the field, please return this memorandum with recommendations.

Document Number	County	Approval Date
Perquimans 2023 04 52707	PERQUIMANS	04/06/2023

Questions or comments about changes should be referred to the GIS Help Desk at [GISHelp@ncdot.gov](mailto:GISHelp@ncdot.gov).

Thank you for your assistance.

EAL

cc: BSIP  
Bridge Maintenance  
Division Right of Way  
IMG  
Pavement Management  
Permit Unit  
State Road Maintenance  
Traffic Engineering  
Traffic Surveys

MAILING ADDRESS:  
NC DEPARTMENT OF TRANSPORTATION  
GEOGRAPHIC INFORMATION SYSTEMS UNIT  
1521 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1521

Telephone: (919) 707-2165  
FAX: 919-707-2210  
Customer Service: 1-877-368-4968  
Website: [www.ncdot.gov](http://www.ncdot.gov)

LOCATION:  
4101 CAPITAL BLVD.  
RALEIGH, NC 27604

# 2023 Road System Changes

---

**Petition Name:** Perquimans\_2023\_04\_52707  
**Date:** 04/06/2023  
**County:** PERQUIMANS

## Additions

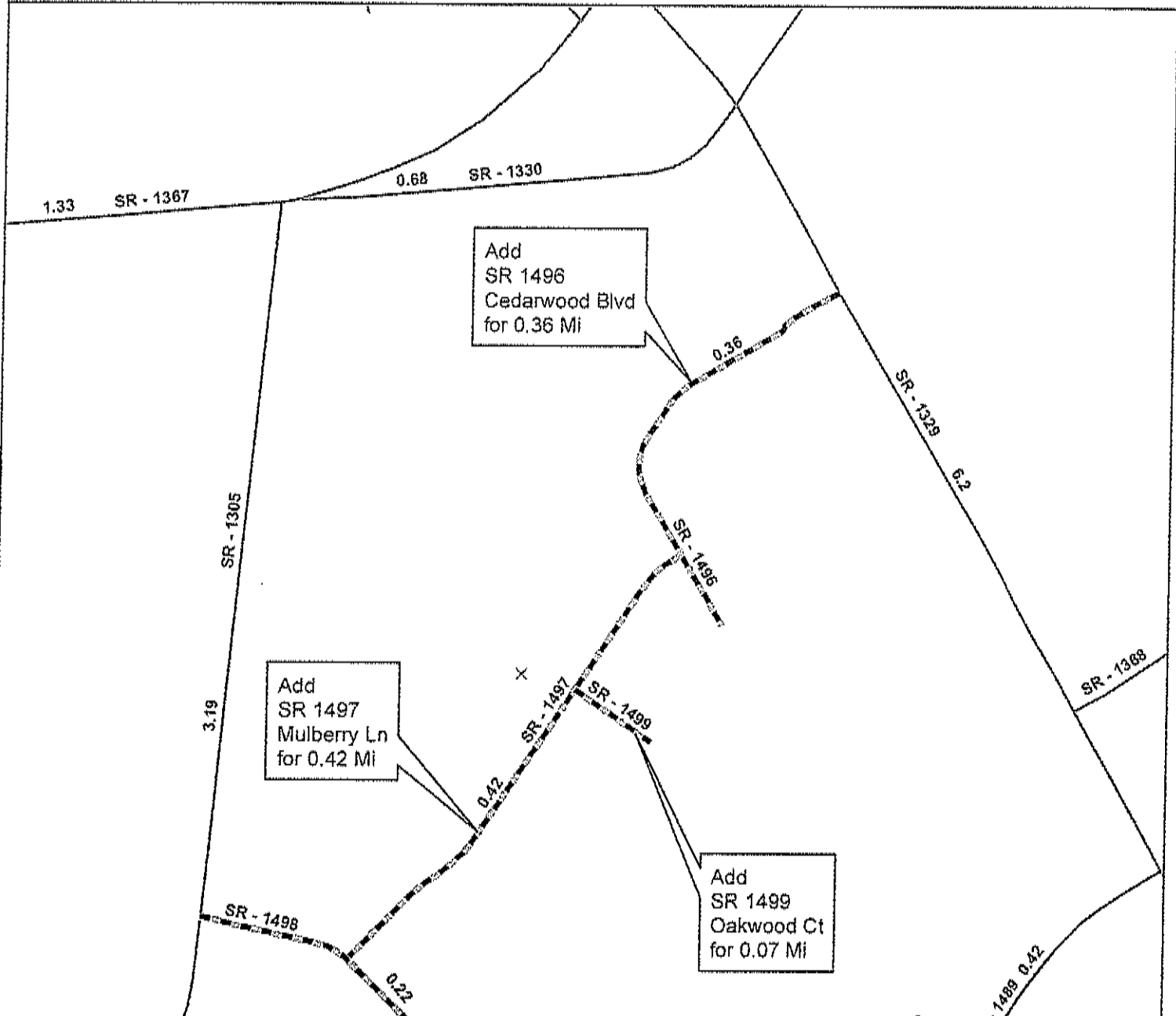
Route	Street Name	Mileage	Map
SR 1497	MULBERRY LN	0.42	
SR 1498	MAGNOLIA TRL	0.22	
SR 1496	CEDARWOOD BLVD	0.36	
SR 1499	OAKWOOD CT	0.07	

## Deletions

Route	Street Name	Mileage	Map
None			

## Reassignments

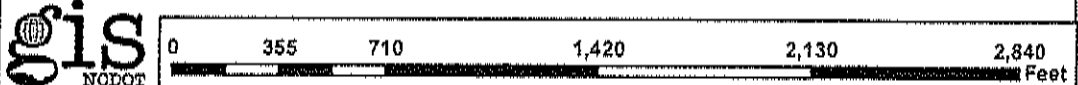
Existing Route	New Route	Street Name	Mileage	Map
None				



**Legend**

- Addition
- Deletion
- Reassignment
- SR
- NC
- US
- Interstate
- Ramp
- Non-System
- Obliterated

N



**AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES**

THIS AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES (the "Agreement") is made and entered into this 1st day of JANUARY 2024 (the "Effective Date"), by and between

**Tarheel Medical Billing, Inc. dba as Colleton Billing**, a corporation organized and existing under the laws of the State of North Carolina hereinafter referred to in this document as ("TMB"),

**Perquimans County Emergency Medical Services –a department of the County of Perquimans, a body politic of the State of North Carolina** (the "Client").

In the remainder of this Agreement, TMB and Client shall be referred to individually as a "Party" and collectively as the "Parties." hereinafter referred to in this document as ("Client"). In the remainder of this Agreement, TMB and Client shall be referred to individually as a "Party" and collectively as the "Parties."

**WITNESSETH**

WHEREAS, TMB is in the business of providing medical billing and collection services to the health care industry; and

WHEREAS, Client desires to obtain billing and collection services for ambulance service charges from TMB to assist in the collection of accounts receivable; and

WHEREAS, TMB wishes to provide billing and collection services for Client upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to the following terms and conditions:

The Parties hereby acknowledge and agree that during the Term (as hereinafter defined) of this Agreement, TMB will be the sole and exclusive provider of Emergency Medical Service charges billing and collection services for Client (collectively, the "Services").

For the purpose of this contract, a collectible is defined as the receipt of all information required in order to properly submit the claim to the appropriate payment source.



## I. CLIENT WARRANTS

TMB will be the exclusive provider of these services. (See Section 8). Client, to best of their knowledge and information available, represents and warrants to TMB as follows:

1. That all accounts referred to TMB for collection pursuant to this Agreement:
  - A. have been timely referred to TMB,
  - B. have not been charged off or otherwise reduced to a zero balance,
  - C. were generated in the ordinary course of business,
  - D. have been properly coded,
  - E. are collectible, revenue-generating accounts and
  - F. have not been sent to TMB for account processing or any other type of administrative-type service, with the exception of administrative-type services that are incidental to performing collection Services on revenue-generating accounts;
  
2. By entering into this Agreement and/or performing its obligations hereunder, Client will not be in breach of any obligation to, covenant not to compete or restrictive covenant with, any third party; and
  
3. All amounts (including without limitation fees, costs and charges) included in all accounts referred to TMB for collection pursuant to this Agreement (i) are permitted and are collectible under all federal, state and local laws, rules and regulations applicable to Client, Client's business and TMB and (ii) will be either (a) expressly authorized by the agreement creating the debt or (b) permitted by law.

They further warrant that all information turned over to TMB to meet their obligations under this contract will be done in strict compliance with all applicable Federal and State laws.

## II. TERM OF AGREEMENT

4. The initial term of this Agreement shall be for a period of 3 year(s), commencing on the 1st day of JANUARY, 2024, and terminating at 11:59 p.m. on the 31st day of DECEMBER, 2026 (the "Initial Term").
  
5. After 12 months of the initial term, Client shall have the right to terminate this agreement during the following sixty days within which written notice of termination shall be provided to TMB, to be effective ninety days after providing such notice.

6. Upon the expiration of the Initial Term, this Agreement will automatically renew for a TWO (2) year period (the "Renewal Term;" the Initial Term and the Renewal Term, if exercised, are hereinafter collectively referred to as the "Term"), on the same terms and conditions set forth herein, unless Client delivers to TMB written notice:
- A. of termination; or
  - B. of Client's desire to renegotiate the terms of this Agreement, at least ninety (90) days prior to the expiration of the then current Term.

### III. TMB'S RIGHTS, DUTIES & OBLIGATIONS

7. It is hereby acknowledged and agreed by the Parties that, during the Term of this Agreement, TMB will provide the Services for Client, subject to the following conditions:
- A. Accounts Receivable Management Services. TMB will provide Client the following insurance filing and additional patient billing services:
  - B. Insurance Filing. Claims for reimbursement or payment for Emergency Medical Services provided by the Client will be submitted to insurance carriers' by TMB after TMB receives the necessary data to file the claim via the Electronic Patient Care Reporting Software. If the insurance claim remains unpaid for more than forty-five (45) days or TMB does not receive notification from the insurance company as to payment or refusal of the claim thereof, TMB will, in TMB's sole discretion, institute necessary procedures to continue collection of the account as TMB deems necessary. Accounts with outstanding balances remaining after the insurance company and/or third-party payor determines benefits payable will be billed directly to the patient/guarantor by TMB or as dictated by the Client. Medicare and Medicaid claims will be filed to the appropriate state and or federal agency within 48 hours' receipt via Gateway EDI interchange and will be processed by TMB until all revenue resources are collected or eligibility and payment options are exhausted.
  - C. Direct Patient Billing. TMB will mail an initial statement of account to all patients/guarantors without insurance and to

patient/guarantor after receipt of denial or partial payment from the insurance company or third-party payer. Billing will only occur after TMB receives the necessary billing data via EPCR. After the initial statement, the account will be entered into a thirty (30) day billing cycle. After an account reaches ninety (90) days without activity that account balance will be cleared and TMB will no longer bill the account with the following exceptions:

(i.) Patients are billed by TMB as follows  
After the call is received via EPCR from the company, TMB will send the patient a letter of fact stating that TMB is billing the primary payer source (when available) for the patient and the call conducted by the company.

(ii.) Patient Pay Accounts  
For patients without any additional secondary source of payment, TMB will send the patient a bill and statement on 30 days, 60 days and 90 days increments. Patients that communicate additional information with TMB will continue to receive monthly statements as long as the account is actively collecting funds or communicating new information.

Any patient that requests to pay the balance of their account over a specific time frame will continue to receive monthly statements to reflect payments made on their account balance.

(iii.) Estates  
For accounts wherein the patient is or becomes deceased prior to or during the billing of the account, TMB will file a proper claim for the account on behalf of Client in the estate file of the decedent, and shall promptly notify Client of any and all denials or rejections made by or on behalf of the estate, and shall promptly file a satisfaction of the claim upon receipt of payment.

(iv.) Commercial Insurance and Medicare  
After we receive payment from a primary payer source, TMB will then bill the patient any balance that exist on the account. TMB will bill the patient at 30 days, 60 days and 90-day intervals or until the

account balance is settled. Patients that request for a payment plan will be handled on a case-by-case basis. Statements will be sent monthly to patients paying balances over time.

(v.) Medicaid

Since Medicaid, under the applicable governing state law, requires the biller to accept payments made under the Medicaid program as payment in full, TMB will not legally bill the balance of the account. TMB will bill for all other noncovered services directly to the patient.

- D. Provided Materials TMB will furnish and provide all material needed for billing accounts, including but not limited to insurance claim forms, patient mailers, paper supplies and postage.
- E. Deposits TMB will direct deposit all payments received by TMB on behalf of the Client. Deposits will be made into a bank account set up by the Client for receipt of the monies. Deposits will be made into the Client's account on a daily basis. TMB's access will be limited to the Client's account or monies for the sole purpose of depositing monies into the Client's account. TMB will have no authority over any accounts maintained by the Client. In the event the client's bank does not accept direct deposits, TMB will send a check directly to the client or entity authorized by the organization to receive and make deposits.
- F. Accounts Receivable Management Reports TMB will provide the Client with accounts receivable management reports on a monthly basis. The reports will be submitted to the Client no later than the 10<sup>th</sup> day of the following month via email to the address from which TMB receives the ePCR data. The reports shall include the following information:
- (i) Monthly financial report reflecting the month-to-month and year-to-date transaction summaries, including but not limited to amounts billed, paid and adjustments;
  - (ii) Check registry reports reflecting a list of revenues received and totals; and

- (iii) Deposit tickets for all deposits made into Client's account.
- H. Return of Non-Collectable Accounts TMB will provide the Client with a monthly list of all accounts that TMB will no longer bill and will return all documentation regarding such accounts to the Client simultaneously with the corresponding accounts receivable management report.
- I. Sub-Contract TMB may, in its sole discretion, subcontract any work that it deems appropriate or necessary to third parties. TMB agrees to assume all responsibilities for the work of the subcontractor and the fees charged by the subcontractor.
- J. Disclaimer of Warranties With the exception of the express representations and warranties set forth in this Agreement, TMB disclaims without limitation any and all promises, representations and warranties (express, implied, and/or statutory) pertaining to any billing/collection services furnished hereunder. Additionally, TMB makes no representation or warranty as to the timing or to the amount of collections to be realized in connection the performance of billing/collection services hereunder, and TMB does not guarantee a specific collection percentage.
- (K) PTAN and NPI Numbers TMB will process all Medicare, Medicaid and commercial insurance paperwork required to receive the client's PTAN and NPI numbers and connect those numbers to any and all electronic submission requirements that TMB uses to submit Client's claims. The Medicare PTAN numbers and change of address requests for new billing services may take up to 60-90 days to be processed by the appropriate Medicare sources. After the PTAN numbers or change of address is received TMB will process the paperwork to connect Client's PTAN number to TMB's submitter ID in order to submit all claims electronically and this process may take up to an additional 15 days. Medicare payments are received via direct deposit to Client's account approximately 14 days after the call and all supporting paperwork are submitted to TMB.
- (L) TMB Discretion Client understands, acknowledges and agrees that there may be accounts assigned to TMB pursuant to this Agreement for which TMB determines, in its sole

discretion, that collection services are not warranted. In the event that TMB makes such a determination about an account, TMB will return the account to the Client, so advise Client in writing. TMB will provide a written explanation for their refusal if requested by the Client within one week of their request. TMB will have no obligation to perform any collection services with regard to the returned account and Client will be free to use any other means and services to collect said account. Any additional services requested by Client of TMB not explicitly defined within this Agreement will be considered to be separate and apart from this Agreement and subject to negotiation and additional fees for services rendered, provided no such additional fees shall be charged to or incurred by Client without Client's additional written consent.

#### IV. CLIENT'S RIGHTS, DUTIES & OBLIGATIONS

8. During the Term of this Agreement, Client agrees that TMB will be the sole and exclusive provider of Emergency Medical Services Billing for Client and Client will not enter into any other agreements or arrangements concerning the billing and/or collection of such accounts nor use self or in-house collection without TMB's written consent thereto. Failure to comply to exclusive billing with TMB is a breach of contract and will be grounds for immediate termination of this agreement. This Agreement is subject to the following conditions:
  - A. Provide Information. Client agrees to provide all necessary documentation for billing and claims processing including, but not limited to, the following:
    - (i) All information as required from time to time by TMB to process accounts for services rendered by the Client including name, address, date of birth, and insurance information;
    - (ii) Client will install and operate ePCR and will submit all requested information to TMB via ePCR that is compatible with systems currently in place with TMB in a timely manner;
    - (iii) Client agrees to keep all necessary information to support third party claims, Medicare waivers, and medical authorization releases on file in accordance with state and federal regulations. The Client also will notify TMB in the

event signatures are not obtained with each data file submission;

- (iv) Client shall retain and be responsible for clarifying or obtaining any additional information reasonably and/or legally necessary for billing claims/patients which shall include scanned copies of hospital records and other information provided by third parties including but not limited to insurance documents and patient instruments. Information to be provided includes but is not limited to information required by the software, technician's signatures and doctor's signatures when applicable;
- (v) Client shall promptly notify TMB of any change in the management of Client;
- (vi) Client shall promptly notify TMB of any changes to Client's inventory of vehicles, either through the addition of new vehicles or through the disposition of vehicles;
- (vii) Client shall promptly notify TMB of any change of address for Client; and
- (viii) Any additional information requested by TMB reasonably and/or legally needed to process/support a claim. Any such information will be submitted by Client to TMB within ten (10) days of written request by TMB to the extent possible, and otherwise as promptly as possible thereafter.

Client acknowledges and agrees that TMB shall have no obligation to commence collection activities on an account until Client has provided to TMB all of the information required pursuant to this Section 8(A). TMB may, in its sole discretion, elect to commence collection activities on an account prior to receiving all of the information required under this Section 8(A).

- B. Transmission of Data. Client agrees to email all data collected by ePCR within seventy-two (72) hours of receipt. The Client shall immediately notify TMB should the transmission of the data be delayed for reasons beyond the Client's control together with the projected time in which the data will be transmitted.
- C. Limited Power of Attorney. (See Addendum A) Client hereby authorizes TMB to sign on its behalf all forms and documents necessary for reimbursement to the Client. TMB is appointed as the agent of Client under this Agreement solely for the express purposes

of this Agreement relating to billing and receiving payments and related mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. TMB shall have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein or approved in writing hereafter by Client.

- D. Address Changes. Client agrees to make or allow TMB to make necessary address changes in order that payments and correspondence relative to billing activities may be sent directly to TMB's mailing address.
- E. Signing of Forms. Client agrees to sign all forms that are required by Medicare, Medicaid, Champus and any other insurance carriers or payers necessary for TMB to perform the Services. In addition, client agrees to sign any forms related to electronic payment. Any expenses incurred as a result of unnecessary delay of signing documents will be billed to the Client.
- F. Copyrighted Materials. Client agrees and understands that TMB retains all ownership interest and all rights to the all-applicable software owned by TMB. In the event of termination, expiration or breach of this Agreement, Client agrees to immediately return any software provided under the terms of this Agreement to TMB, within thirty (30) days. Client shall not make any copies of software provided by TMB. TMB shall provide Client with the ability to read any records created by TMB and provided to the organization after the termination of this agreement.
- G. Performance. Both parties understand and agree that the obligation of the other party to perform under this Agreement is conditioned upon their own timely compliance with its terms and conditions. In the event either party breaches any such term or condition, or causes any such term or condition to be breached, and the same has not been remedied after the written notice and time has passed pursuant to Section IV has been provided to the breaching party by the non-breaching party, the obligations of the non-breaching party to perform under this Agreement shall automatically terminate, and that party shall have no further liability or obligation to the breaching party.
- H. Reimbursement. Client shall reimburse TMB for reasonable costs and expenses that TMB incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement



whether requested by the Client, its agents and representatives, the person for whom healthcare services were provided, the responsible party on the referred account, the U.S. Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract when such reproduction requires resources or effort that exceed what is necessary to provide commonly requested information. All reimbursements shall be made within thirty (30) days of Client's receipt of invoice for same from TMB. TMB shall exercise its best efforts to limit the costs associated with, and will seek the prior written approval of Client before, undertaking any activities under this provision for which TMB may seek reimbursement from Client, and except to the extent any such activities are legally required to be taken by TMB, Client shall not be charged for or incur any costs associated with reimbursing TMB for such activities if not pre-approved by Client. In the event that such activities are legally required to be taken by TMB, TMB will provide notice to the Client.

- I. Reimbursement Transaction Fees. Client shall reimburse TMB for actual costs incurred for credit card fees, ACH fees, and any other banking/transactional fees incurred by TMB as a result of the collection of accounts payable to Client. TMB will provide a detail listing of said charges once a month with Client's invoice.
- J. Non-Solicitation. During the term of this Agreement, and for a period of two (2) years thereafter, Client agrees that it will not, without the prior written consent of TMB, either directly or indirectly, on its own behalf or in the service or on behalf of others, knowingly solicit or knowingly attempt to solicit any person employed by TMB, whether or not such employee is a full-time, part-time or temporary employee.
- K. Direct billing - Emergency Medical Services for stand by events  
During the term of this Agreement, the client may bill directly to the source for standby services provided to the entity where the client provides personnel and / or other resources in exchange for a flat fee. These services may include but is not limited to events, festivals, sporting events, local racing facilities or any other activity where the company provides a stand by resource and charges the organizer. These activities may be billed by the company directly without informing TMB. TMB will not be owed any compensation for these services either directly or indirectly.

## V. MUTUAL RIGHTS, DUTIES & OBLIGATIONS OF THE PARTIES

9. The following rights, duties and obligations apply to the Parties:
- A. Compliance with local, state and federal regulations. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations.
  - B. Operation of Law. In the event that this Agreement or any part of this Agreement is deemed to be contrary to local, state, or federal law by counsel for Client or TMB, or, in the opinion of counsel, presents substantial legal risk to either Party, Client and TMB agree to use their best efforts to make changes to the Agreement to the minimum extent necessary to make this Agreement consistent with applicable laws, and to try to retain as closely as possible the original terms reflected in this Agreement. If this Agreement cannot be modified or amended in a way that is mutually agreeable to Client and TMB and complies with applicable law after Client and TMB have used their best efforts, then either Client or TMB may terminate the Agreement. Client and TMB expressly acknowledge that it has been and continues to be their intent to comply with all federal, state, and local laws, rules and regulations.
  - C. Record Retention. The Parties agree that TMB shall retain, for such period(s) of time as TMB deems necessary, such documents and records as TMB deems appropriate related to this Agreement and the Services provided hereunder in order to comply with applicable laws, rules and regulations and TMB shall have the right to disclose such documents and records to such governmental authorities as required by law. This section shall survive the expiration or termination of this Agreement. In addition to any other provision of this Agreement providing that such documents and/or records shall be returned to Client following any termination hereof, to the extent that TMB retains such documents and/or records thereafter, prior to finally disposing of same, TMB shall exercise good faith efforts to offer to deliver the same to Client again and at any actual costs reasonably incurred by TMB to do so at such time.
  - D. Patient Confidentiality (HIPAA). The Parties agree that TMB may be considered a "business associate" of Client under the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (HIPAA) and therefore agree to execute the Business Associate Agreement (the "BAA") in the form attached

hereto as Exhibit "1". This Agreement is contingent on the Parties executing the BAA. The Parties agree to abide by the terms as set forth in the BAA.

- E. Confidential Information. The Parties acknowledge that the Confidential Information (as hereinafter defined) of each Party is of substantial value and that its value may be destroyed by the disclosure thereof to a third party not contemplated under this Agreement. Accordingly, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will treat and hold as private all Confidential Information of the other Party and that they will not, without the express written consent of a duly authorized officer of the other Party, divulge, furnish or make accessible to anyone, or otherwise disclose, directly or indirectly, any Confidential Information. Additionally, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will refrain from using any of the Confidential Information except in connection with the performance of their respective obligations under this Agreement, and deliver promptly to the other Party or destroy, at the request and option of such Party, all tangible embodiments (and all copies) of Confidential Information in its possession. The term "Confidential Information" as used herein includes, but is not limited to, Trade Secrets (as hereinafter defined), any and all proprietary information, information not made available to the public about sales, costs, pricing, marketing, ideas, problems, developments, research records, technical data, computer programs, processes, plans for product or service improvement and development, business and strategic plans and methods, lists of patients, customers or clients, expirations, financial information, forecasts, patient, customer or client records, and any other information concerning the Parties, their businesses, affairs, shareholders, officers and employees that is not already generally available to the public and regardless of its form of medium and is labeled as confidential information when provided by TMB to Client. For purposes of this Section 5(E), the term "Trade Secrets" shall have the meaning ascribed to it in the North Carolina Trade Secrets Act, N.C. Gen. Stat. § 66-152(3) *et seq.*

The term "Confidential Information" does not include: (i) information which is or becomes publicly available other than as a result of acts by the receiving Party in breach of this Agreement, (ii) information which is disclosed to the receiving Party by a third party on a non-confidential basis without violation of this Agreement or

similar confidentiality agreement, or (iii) information which is deemed within the sole discretion and opinion of applicable legal counsel to either party to be required to be disclosed in compliance with applicable laws or regulations, including without limitation laws applicable to Client as a local government entity subject to certain open records laws applicable to such entities operating within the State of North Carolina, or by order of a court or other regulatory body of competent jurisdiction.

In the event that either Party, its employees or agents, are requested or required (by oral question or request for information or documents in any legal proceeding, deposition, interrogatory, subpoena, or similar process) to disclose any Confidential Information, such Party, its employees or agents, will notify the other Party promptly in writing of the request or requirement so that such Party may seek an appropriate protective order or waiver in compliance with the provisions of this Section 5(E). If, in the absence of a protective order or the receipt of a waiver hereunder, a Party, its employees or agents are, on advice of counsel, compelled to disclose any Confidential Information to any legal tribunal or else stand liable for contempt, such Party, its employees or agents, may disclose the Confidential Information to the tribunal; provided, however, that such Party, its employees or agents, shall use their best efforts to obtain, at the request of the other Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the other Party shall designate.

The provisions of this section labeled Confidential Information shall survive the expiration or other termination of this Agreement. The complete terms and conditions of this Agreement shall not be deemed or considered to be confidential information.

- F. Cooperation. TMB and Client covenant and agree that they will cooperate and work in good faith with each other and will not commit any acts or omit any acts that might tend to obstruct either Party in performing its duties under this Agreement.

**VI. FEES FOR SERVICES RENDERED.**

10. Client agrees to pay TMB the following fees:
- A. Administration Fee. Client will not be charged an administrative fee for the establishment of this account with TMB.
  - B. Fee. For all Services provided, TMB will charge, and Client hereby agrees to pay, a contingent collection fee equal to 5.9 % of payments made on accounts assigned, regardless of whether the payment is made to TMB or to Client. All fees paid by Client to TMB are payable in U.S. dollars only.

**TMB will also provide the County with a subscription to the Electronic Patient Care Software product known as ESO SOLUTIONS. The subscription will stay valid as long as the county maintains an active billing contract with TMB.**

**TMB reserves the right to request to renegotiate the rate charged to the county with 60 days' notice if ESO Solutions increases the cost of the EPCR program. In the event ESO Solutions increases the cost of the EPCR to TMB, then an increase equaling the cost of the product provided to the client may be changed. The rate of increase will correspond to the amount charged by the provider of the ePCR software will be charged to the client.**

TMB will provide Perquimans County, all information related to trip volume and resulting revenue to accurately complete the North Carolina Medicaid Cost Reimbursement Program. TMB will provide the data in a format which can easily be used in the completion of the required paperwork. In the event, the form requirements change, TMB will provide the information as requested by the county. TMB will not charge the county a fee for this information. TMB will not invoice the county for a percentage of the revenue collected under this program. TMB will provide the information and any other requirements to complete the form at no charge.

TMB will manage and submit all requirements of the North Carolina Debt Set Off Program for the county. These services include conducting all the following. TMB assumes all cost associated with these services

- a) Creating letters and other correspondence that will be sent to accounts that are eligible under debt set off
- b) Managing accounts that wish to set up a payment program with the County and TMB. Send all monthly statement to payment accounts.
- c) Sending required notifications to accounts Creating files and paperwork and submitting the information in electronic format to the state. This will allow Perquimans County to adhere to Debt Set Off requirements.
- d) Handling all inquiries from accounts that need information on options available to the patient under debt set off.

- e) Electronic submission to the state of all account balances
- f) Posting of all payments from debt set off to the patient accounts.
- C. Payment Terms: TMB will submit an invoice on or around the 10<sup>th</sup> day of the month for the commission due on monies collected by TMB during the preceding calendar month. The invoiced amount is due upon receipt. Payment must be received by TMB within thirty (30) days from the Client's receipt of the invoice.
- D. Any fees outstanding from client are subject to a late charge of one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever amount is lower.
- E. Client agrees to report to TMB, by any means, including electronically, which abides by all applicable State and Federal Law and which allows TMB to accurately maintain its record of payment, within 72 hours of Client's receipt of a payment, any and all payments received directly by Client or its agent on accounts that are in the possession of TMB and agrees that TMB will be entitled to receive regular agreed collection fees on said payments.
- F. Attorney/Collection Fees. In the event that either party retains an attorney or collection agency to assist in the collection of any amounts owed to it by the other party under this Agreement, the costs and fees incurred as a result of such retention shall be added to the amount to be collected therefrom. Each party will be responsible for all reasonable attorneys' fees and costs incurred by the other party as a result of any breach of this Agreement.
- G. Right to Terminate. In the event any invoice remains unpaid more than thirty (30) days after the invoice date and the unpaid amount is not in dispute by Client, TMB shall have the right to temporarily discontinue the performance of the Services and its other obligations under this Agreement and/or to terminate this Agreement, and TMB shall have no further liability or obligation to Client. In the event TMB terminates this Agreement pursuant to this Section 10(G), Client shall immediately pay to TMB all amounts then due and outstanding and TMB shall immediately return to Client all client information and materials.

## VI. TERMINATION OF AGREEMENT

- 11. This Agreement may be terminated as follows:

- A. By written notice by either Party in the event that the other Party has defaulted under the terms of this Agreement and shall have failed to remedy such default within ~~SIXTY~~ (60) days (ten (10) days for a payment default) after written notice thereof from the non-defaulting Party unless such cure shall reasonably take a longer period and the defaulting Party provides assurance that it is attempting to timely cure; or
- B. Notwithstanding any provisions contained herein to the contrary, this Agreement may be immediately terminated by either party, with no further obligation, if the other party is charged by any governmental regulatory body or law enforcement agency with engaging in any illegal conduct or committing any act which may be classified as a felony or a misdemeanor under state or federal law.
- C. In the event that this Agreement is terminated, the Parties agree that TMB will return to the Client all of Client's property including financial records, statistical information, files and patient medical records and accounts in a reasonable time period and without charge therefore.

## VII. INDEMNIFICATION

- 12. TMB and Client each agree to and do hereby assume responsibility for their respective acts or omissions which may give rise to any claim arising out of this Agreement. TMB and Client, to the fullest extent allowed by North Carolina State law, shall indemnify and hold harmless the other Party and the other Party's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to (i) such Party's acts or omissions and (ii) any misrepresentation or breach of any agreement, representation, warranty or covenant made herein by such Party.
- 13. Additionally, each party shall indemnify and hold harmless the other party and its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs, penalties and expenses (including reasonable attorneys' fees with respect thereto) arising out of or

attributable to any breach or violation of any Medicare rules or regulations by such party or its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, employees and/or agents.

14. The Party to be indemnified hereunder (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") in writing concerning the nature of any claim for indemnification made hereunder within thirty (30) days after receipt of knowledge of the facts upon which such claim is based, time being of the essence, setting forth specifically the facts giving rise to the alleged claim, the basis for the claim and the amount of liability asserted to the extent known.
15. The Indemnifying Party shall have the right to conduct the defense of any claim or action commenced by a third party against the Indemnified Party with respect to which Indemnified Party has asserted a claim to receive indemnification and in which Indemnifying Party has an indemnification obligation, provided that the Indemnifying Party must so elect by notice to Indemnified Party within thirty (30) days after receipt of written notice thereof from the Indemnified Party. In defending, compromising or settling any such claim or action, the Indemnifying Party shall exercise due regard for the continuing business interests of the Indemnified Party and shall not settle any claim without the prior written consent of the Indemnified Party if the Indemnified Party would be adversely affected thereby. In the event that the Indemnifying Party shall not elect to defend any such third-party claim or action, the Indemnified Party shall use commercially reasonable business judgment in defending, settling or compromising such claim or action and shall notify the Indemnifying Party prior to settling or compromising any such claim or action. The Indemnified Party shall cooperate fully with the Indemnifying Party in defense of all such claims or actions which the Indemnifying Party elects to defend, and the Indemnified Party shall have the right, at its own cost and expense, to employ counsel to assist in such defense, which counsel may consult or confer with and advise counsel or other representatives of the Indemnifying Party with respect thereto. The cooperation of the Indemnified Party is a condition to the Indemnifying Party's continuing indemnification obligation hereunder and the Indemnified Party's cooperation shall include making available to the Indemnifying Party the time and assistance of its officers, directors, owners and employees, and providing access to and the right to make copies of and excerpts from all pertinent documents, books and records to the extent they are in the Indemnified Party's possession or within its control.
16. The Indemnified Party shall use commercially reasonable business judgment in defending and minimizing total costs and damages with respect to any claim for which the Indemnifying Party may become responsible



hereunder prior to making a claim against the Indemnifying Party hereunder.

17. The provisions of the Indemnification Section of this agreement shall survive the expiration or other termination of this Agreement.

### VIII. MISCELLANEOUS

18. Entire Agreement. Except as otherwise expressly stated herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, whether oral or written, regarding the same. The terms of this Agreement are contractual, not merely recital, and are the result of negotiation among the Parties. This Agreement has been carefully read by the Parties. The contents of this Agreement are known and understood by all, and it is freely and voluntarily executed by each Party. Each person executing this Agreement in a representative capacity has the authority to execute the Agreement and bind the Party it represents to such Agreement. No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party in executing this Agreement, except as expressly stated in this Agreement
19. Modifications. This Agreement can only be modified by a written agreement duly signed by authorized representatives of TMB and Client, and variances from or addition to the terms and conditions of this Agreement in any order or other writing will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the Parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and the Parties further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.
20. Headings. All headings are inserted for convenience of the Parties and do not define or reflect the contents of the specific terms and conditions, nor shall any headings be used in construing the meaning of same within this Agreement.
21. Force Majeure. The failure by either party to any extent to perform under this Agreement, in whole or in part resulting from causes beyond the reasonable control of such party shall not render such party liable in any respect, nor be construed as a termination of this Agreement, nor work an abatement of compensation due hereunder, nor relieve the other party from the obligation to fulfill any term or condition herein.

22. Assignability. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
23. Waiver. Any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or of any other provision of this Agreement. Failure by any Party to enforce any of the terms, covenants or conditions of this Agreement for any length of time or from time to time shall not be deemed to waive or decrease the rights of such Party to insist thereafter upon strict performance by the other Party.
24. Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.
25. Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of any appropriate Court wherein exist personal and subject matter jurisdiction. Any claim or dispute hereunder shall be made or brought only in the state court or federal court with personal and subject matter jurisdiction over the Parties, the Parties hereto waiving any claim or defense that such forum is not convenient or proper.
26. Arbitration: All Claims or disputes between the Parties arising out of, or relating to, the contract documents or breach thereof, shall be decided by arbitration in accordance with the laws governing said contract unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing to the other party and shall be made within a reasonable time after the dispute has arisen. Each party shall select a competent and impartial arbitrator. These two arbitrators shall select a third one. If the two arbitrators selected by the parties cannot agree upon the third arbitrator within 30 days after appointment, either party may request a Superior Court Judge in the county in which arbitration is pending to select the third

arbitrator. The written decision of any two arbitrators shall be final, and judgment may be entered upon in accordance with the Uniform Arbitration Act. Except set forth herein about the selection of the arbitrators, all other rules and requirements of the Uniform Arbitration Act shall apply and control.

27. Independent Contractor. In performing the Services under this Agreement, TMB's relationship with Client shall be that of an independent contractor. No partnership, joint venture, agency or employer-employee relationship is intended or shall be created between the Parties. TMB and its employees shall be free to dispose of such portion of their entire time, energy and skill during times in which they are not required to provide Services hereunder to Client, in such manner and in pursuit of such activities or business ventures as TMB and its employees shall choose. TMB shall not be entitled to participate in any plans, arrangements or distributions of Client pertaining to or in connection with any pension, stock, bonus, profit sharing or other fringe benefit plan. Client shall have no right to control the specific method or manner in which TMB performs the Services hereunder.
28. Presumptions. Neither this Agreement nor any provision contained herein shall be construed against any Party due to the fact that this Agreement or any provision contained herein was drafted by said Party.
29. Advice of Counsel. Each Party represents and warrants to the other Party as follows: (i) such Party has been advised to obtain the advice of independent legal counsel in connection with this Agreement, (ii) such Party has had the opportunity for representation in the negotiation of this Agreement by counsel of its choice, (iii) such Party has read this Agreement and understands the same, and (iv) such Party has, to the extent its desires, had the terms of this Agreement fully explained by its counsel and that it is fully aware of the contents of this Agreement.
30. Notices. Any notice provided for or permitted to be given under this Agreement by any Party to any other Party must be in writing, and may be delivered by depositing same in the United States mail, addressed as provided for below, postage prepaid, registered or certified mail, return receipt requested, or by delivering the same in person to such Party, or by overnight courier or other delivery service. Notice personally delivered shall be deemed received when actually received by the addressee; notice deposited in the mail in the manner described above shall be deemed received three (3) days after mailing; and notice delivered by courier or other delivery service shall be deemed received on the day and time guaranteed by the delivery service. For purposes of notice, the addresses of the Parties shall be as set forth opposite their respective names below, or at

such other addresses as designated in a written notice, given as provided herein, to all other Parties.

TMB:

Colleton Software  
108 East H Street  
Erwin, NC 28335  
Attention: \_\_\_ Daniel Brian Gurkin, President

Client:

**Jonathan A. Nixon, Director**  
Perquimans County Emergency Services  
911 Communications, EMS, Emergency Management  
159 Creek Drive  
PO Box 563  
Hertford, NC 27944

With a copy to:

**Perquimans County Manager**  
**Frank Heath**  
**P.O. Box 45 / 128 N. Church Street**  
**Hertford, NC 27944**  
**(252)426-8484**  
**Fax: (252)426-4034**

31. Cumulative Remedies. All rights and remedies of a Party hereunder shall be cumulative and in addition to such rights and remedies as may be available to a Party at law or in equity.

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

33. Survival. Any provision of this Agreement which by its terms may not be fully executed prior to the expiration or other termination of this Agreement will survive the expiration or other termination of this Agreement.

34. Iran Divestment List the Company does hereby certify that they are not a person identified on the Iran Divestment List as defined in North Carolina General Statutes 147-86.58.

35. E-Verify - The Company and the Company's contractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall sign the Owner's Affidavit certifying compliance therewith as requested.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement the day and year first above written:

WITNESSES

**TARHEEL MEDICAL BILLING, INC.**

**By:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

**Its :**

\_\_\_\_\_

WITNESSES

**Perquimans County**

**By:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

**Its :**

\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the "Agreement") is made effective the 1st day of JANUARY 2024, by and between

**Perquimans County Emergency Medical Services – a department of the County of Perquimans, a body politic of the State of North Carolina (the "Client").**

organized and existing under the laws of the State of NORTH CAROLINA hereinafter referred to as "Covered Entity," and

**Tarheel Medical Billing, Inc. dba as Colleton Billing**, a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

PURPOSE

The purpose of this agreement is to spell out the obligations of the Covered Entity has in all respects to HITECH Act, HIPAA Privacy and Security Rules, Red Flag Rules, any other act governing medical information and the transfer thereof, and all applicable State and federal laws, rules, and regulations, and that Business Associate assumes by virtue of this agreement.

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164) and the "Red Flag Rules" as found at 16 C.F.R. § 681.1 and applicable to creditors subject to the administrative enforcement of the FCRA by the Federal Trade Commission pursuant to 15 U.S.C. § 1681s(a)(1); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written arrangement or arrangements (the "Agreements") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreements, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreements; [and

WHEREAS, prior to enactment of the HITECH Act, Covered Entity and Business Associate previously entered into a Business Associate Agreement and now intend this Agreement to supersede the prior agreement with the requirements of the HITECH Act;] and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity; and

WHEREAS, in the event that Business Associate is engaged to perform any activity in connection with any "covered account" of Covered Entity as defined in 16 C.F.R. § 681.1 (commonly referred to as the "Red Flag Rules" and applicable to any "creditor" or any "service provider" providing any service to such creditor with regard to a covered account), Business Associate agrees to fully adopt and comply with the Red Flag Rules as are currently in effect and as may be promulgated in the future, including but not limited to the adoption of a Red Flag program that is compliant with applicable federal regulations, and to take all necessary and appropriate steps to ensure that its activities are conducted in accordance with the Red Flag Rules designed to detect, prevent and mitigate the risk of identity theft.

THEREFORE, in consideration of the Parties' obligations and terms under the Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement.

#### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, or the Red Flag Rules, the HIPAA Privacy and Security Rules and the Red Flag Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules or the Red Flag Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules or the Red Flag Rules, the provisions of this Agreement shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. All Electronic transfers shall be through encrypted or approved HIPAA means.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that 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 past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to



identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Red Flag Rules" refers to the provisions found at 16 C.F.R. § 681.1 as applicable to financial institutions and creditors subject to the administrative enforcement of the FCRA by the Federal Trade Commission pursuant to 15 U.S.C. § 1681s(a)(1).

The term "Red Flag" has the same meaning as provided within 16 C.F.R. § 681.1(b)(9) and means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

## II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. The disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business

Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

### III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Specifically, Business Associate will:

1. Implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. Report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of Protected Health Information or interference with system operations in an information system, of which Business Associate has knowledge or should, with the exercise of reasonable diligence, have knowledge, excluding (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered

Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict

disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of The Covered Entity and in a reasonable time and manner, not to extend three (3) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and within three (3) business days, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules and the Red Flag Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;
2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;
4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Agreement.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

p. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

q. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

r. Business Associate acknowledges that in the event Business Associate violates subsections (k), (l) or (m) hereof, the provisions of section 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner as such provisions apply to Covered Entity.

#### IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than three (3) business days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than three (3) business days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach;

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

6. contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

7. provide a draft letter for the Covered Entity to utilize to notify the individuals that their Unsecured PHI has been, or is reasonably believed to have been, subject of a breach. The draft letter shall include, to the extent possible, those items listed in sections d. 1-6 immediately preceding.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the three (3) day period provided for initial Breach notification.

#### V. WARRANTIES OF BUSINESS ASSOCIATE

Business Associate warrants:

a. That its internal practices, policies, and records relating to the use and disclosure of Protected Health Information will comply with the HIPAA Privacy and Security Rules; and

b. That it will train all of its employees, agents, representatives, and subcontractors on the network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules and the Red Flag Rules prior to permitting such employees, agents, representatives, and subcontractors to be present at any Covered Entity facility and/or to access Covered Entity's computer network(s).

#### VI. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

#### VII. REQUIRED COMPLIANCE WITH RED FLAG RULES

In the event that Business Associate is engaged to perform an activity in connection with any "covered account" as defined in 16 C.F.R. § 681.1 (as applicable to Covered Entity as a "creditor" and therefore to Business Associate as a "service provider" providing any service to Covered Entity), Business Associate agrees to: (i) fully adopt and comply with the Red Flag Rules currently in effect and as may be promulgated in the future; (ii) adopt a Red Flag program that is compliant with federal regulations as promulgated in 16 C.F.R. § 681.1; and (iii) take all necessary and appropriate steps to ensure that its activities undertaken as a part of this Agreement are conducted in accordance with the Red Flag Rules and its Red Flag program, including, without limitation, ensuring the adoption of and continued compliance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, detecting any Red Flag that may arise during the term of this Agreement, reporting any such Red Flag to Covered Entity, and taking any such further steps as may be necessary to prevent or mitigate identity theft.

## VIII. TERM AND TERMINATION

a. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VIII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Agreements.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the Agreements. If termination is not feasible, Covered Entity shall report such violation to the Secretary.

### c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Agreement, the Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall within ten (10) calendar days return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide within ten (10) calendar days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## IX. MISCELLANEOUS

a. Indemnification. Business Associate shall indemnify, defend and hold harmless Covered Entity, its directors, officers, employees, contractors and agents, against, and in respect of, any and all claims, losses, expenses, costs, damages, obligations, penalties, judgments, fines, assessments, awards, liabilities, or other expenses of any kind and nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of investigation, litigation, or dispute resolutions, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach, by Business Associate or subcontractors or agents of Business Associate which Covered Entity may incur by reason of Business Associate's breach of or failure to perform any of its obligations pursuant to this Agreement and/or incurred by or on behalf of Business Associate in connection with the defense thereof.

b. No Rights in Third Parties. Except as expressly stated herein, in the HIPAA Privacy and Security Rules, or in the Red Flag Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

c. Survival. The obligations of Business Associate under Section VIII(c) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the

business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

d. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in the HIPAA Privacy and Security Rules or Red Flag Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules, the Health Insurance Portability and Accountability Act, and the Red Flag Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation including, but not limited to, the Red Flag Rules, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Agreement fails to comply with the HIPAA Privacy and Security Rules, the Red Flag Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the underlying arrangement upon written notice to the other party.

e. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

f. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

g. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules, the Red Flag Rules, or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the State of North Carolina, venue in Harnett County.

h. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

i. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules and the Red Flag Rules.

j. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

k. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

l. Certain Provisions Not Effective in Certain Circumstances. The provisions of this Agreement relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

m. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, The HITECH Act, or the HIPAA Regulations will be adequate



or satisfactory for Business Associate's own purpose. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and compliance with these rules.

n. Ownership of Information. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Agreement or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

o. Right to Injunctive Relief. Business Associate expressly acknowledges and agrees that the breach, threatened breach, by it of any provision of this Agreement may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity.

The parties signing below are attesting they are acting within the scope of their duties as Officers of the Corporations listed below, and that they have specific authorization to enter into this agreement on behalf of the said Corporations and bind the Corporations to its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**Business Associate:**

**Covered Entity:**

**Tarheel Medical Billing, Inc.**

**PERQUIMANS COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

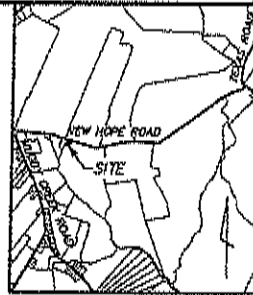
Date: \_\_\_\_\_

**NOTES:**

- CURRENT PROPERTY OWNER: PERQUIMANS COUNTY  
P.O. BOX 45  
HERTFORD, NC 27944
- SUBJECT REFERENCE: O.B. 267, PG. 217; P.C. 2, SL. 123-7
- ADDITIONAL REFERENCES: O.B. 141, PG. 308; D.B. 321, PG. 30
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT REFLECT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES THAT AFFECT THE PROPERTY.
- THIS PROPERTY IS SUBJECT TO ALL SETBACK AND EASEMENT REQUIREMENTS SET FORTH BY PERQUIMANS COUNTY ZONING ORDINANCE AND COVENANTS OF RECORD. ZONING AND SETBACKS ARE SUBJECT TO VERIFICATION.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY DELINEATED ON THIS PLAT DOES APPEAR TO BE LOCATED WITHIN A FEMA IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FIRM FOR PERQUIMANS COUNTY MAP NUMBER 3720128B00K, COMMUNITY ID NO. 370315, PANEL 7088 DATED EFFECTIVE 12/21/2018. THE PROPERTY LIES WITHIN FLOOD ZONE X "OUTSIDE AREAS SUBJECT TO THE 0.2% ANNUAL CHANCE FLOOD" AS DEFINED THEREIN. BASE FLOOD INFORMATION WAS OBTAINED FROM THE FLOOD RISK INFORMATION SYSTEM "HTTP://FRIS.HC.GOV/FRIS/08/03/2023".
- AREA BY COORDINATE METHOD ALL DISTANCES HORIZONTAL GROUND.
- THIS SURVEY IS BASED ON FOUND MONUMENTATION AS SHOWN HEREIN.

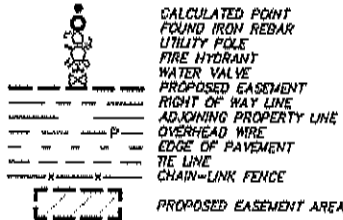
**CERTIFICATE OF ACCURACY**

- I, THOMAS A. STOKELY, P.L.C. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM O.B. 267, PG. 217; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINES AND ARE CLEARLY INDICATED AS DASHED FROM INFORMATION FOUND IN DEED.
- ADDITIONAL REFERENCES IN NOTES: THAT THE HAZARD OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS (DUAL CONSTELLATIONS) SURVEY:
- CLASS OF SURVEY: CLASS 1
  - POSITIONAL ACCURACY: 2-CENTIMETER
  - TYPE OF GPS FIELD PROCEDURE: "RMC"
  - DATE OF SURVEY: 08/07/2023
  - DATA / EPOCH: UC 2022 - 11:00:00Z
  - PUBLISHED / FIXED CONTROL USE: "N/A"
  - COORD. MODEL: GEOID 1988
  - COMBINED FACTOR: 0.99999999
  - UNITS: US SURVEY FEET



LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	9.11'	N 14° 48' 08" E
L2	9.11'	S 14° 48' 08" W
L3	28.83'	S 74° 05' 07" E
L4	26.95'	S 74° 05' 07" E

**LEGEND:**



THAT THIS PLAT IS ACCORDANCE WITH G.S. 47-30 AS AMENDED.

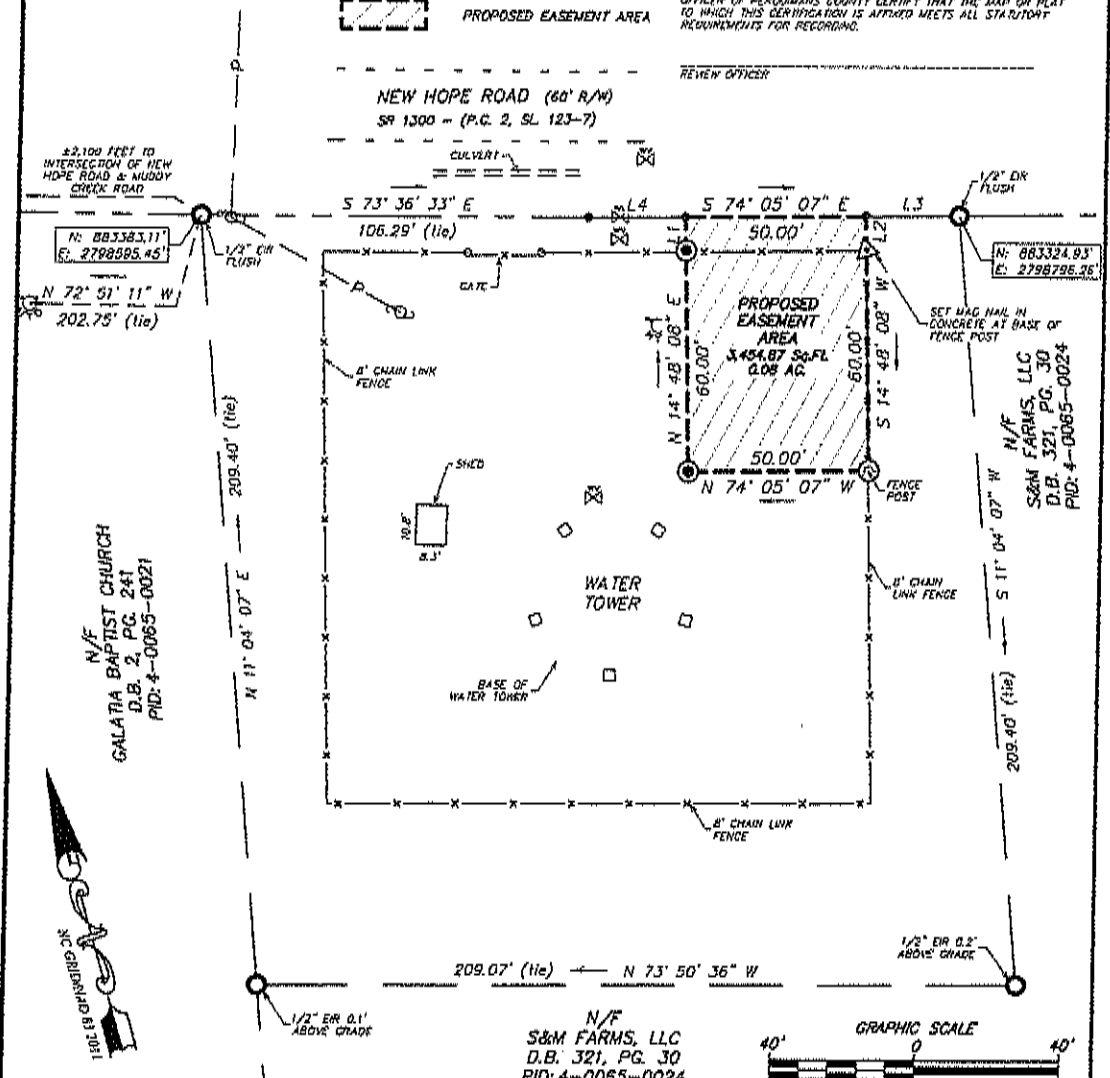
I, THOMAS A. STOKELY, P.L.C. CERTIFY THAT THE SURVEY IS OF AN EXISTING BOUNDARY BETWEEN THE SURVEYED AND UNDEVELOPED AREAS. I HAVE NOT CREATED A NEW STRIP OR BOUNDARY BETWEEN THE SURVEYED AREAS.

WITNESS MY HAND AND SEAL OF OFFICE AT HERTFORD, NORTH CAROLINA, THIS 7TH DAY OF AUGUST 2023 4:35 PM

THOMAS A. STOKELY, P.L.C.  
NORTH CAROLINA PROFESSIONAL SURVEYOR

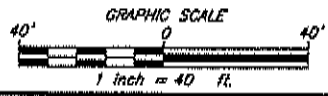
THE REVIEW OFFICER OF PERQUIMANS COUNTY CERTIFY THAT THE SURVEY PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STANDARD REQUIREMENTS FOR RECORDING.

REVIEW OFFICER



SCALE: 1" = 40'  
PROJ.: PPS118.1  
DATE: 08/07/2023  
DRAWN: MTD

**PROPOSED EASEMENT SURVEY**  
FOR: FOCUS BROADBAND  
D.B. 141, PG. 308  
PID: 4-0065-0024A - DURANTS NECK WATER TOWER SITE  
NEW HOPE TOWNSHIP PERQUIMANS COUNTY NORTH CAROLINA



**T. A. Stokely, PLLC** P-2183  
1781 East Bear Swamp Rd.  
Hertford, NC 27944  
(252) 333-9552  
tastokely@gmail.com

FOR  
INFORMATION  
ONLY  
ITEMS

August 25, 2023

Perquimans County Board of Commissioners

Chairman Wallace Nelson and all Commissioners

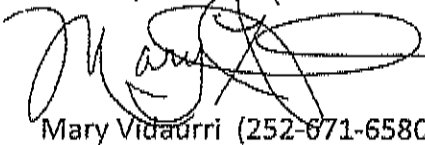
Dear Sirs,

As you review the current Perquimans County Animal Ordinance No. 63 you will see that it consists only of *Section One Dangerous Dogs*. In 2018 *Section Two Humane Treatment of Animals* was proposed but, unfortunately, not adopted. This section would address animal cruelty situations and owner responsibility.

The current ordinance is totally inadequate and does not address animal welfare. Many towns and counties across North Carolina, to include the Town of Hertford, have taken steps to pass ordinances to protect animals from inhumane situations, such as being left outside to suffer in extreme heat and cold. Perquimans County must join this movement.

I encourage you to open your minds and hearts and adopt a Section Two that would promote the welfare of animals in the county.


Thank you for your attention,



---

Mary Vidaurri (252-671-6580)

cc: Frank Heath, Perquimans County Manager



# PERQUIMANS ARTS LEAGUE

<http://www.perquimansarts.org>  
 PO Box 134 - 133 N. Church Street - Hertford, NC 27944  
 Telephone: 252-426-3041

August 28, 2023

Perquimans County Board of Commissioners  
 PO Box 45  
 Hertford, NC 27944

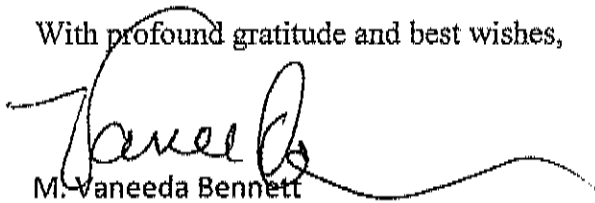
Dear Board of Commissioners:

The Perquimans Arts League (PAL) received your generous gift of \$8,000 on August 22, 2023. Thank you very much for your continued support of PAL. This donation demonstrates your appreciation of the work of our local artisans and the commerce your gallery brings to the area.

PAL is enjoying great success in its new building. It is seeing tremendous growth in its art education offerings, community outreach activities, the artists it serves, and revenue generation. All of which are PAL's strategic priorities. You can take pride in the support of the citizens of Perquimans County as loyal supporters, and cheerleaders for Perquimans Arts League.

Perquimans County's continued support will enable PAL to renovate the second floor and enhance program offerings that appeal to diverse audiences, in keeping with its vision to create a community where art reached, inspires, and unites everyone.

With profound gratitude and best wishes,



M. Vaneeda Bennett  
 President  
 Perquimans Arts League

***Perquimans Arts League is a 501 (c) (3) nonprofit organization and acknowledges that no goods or services were provided to you in return for your contribution.***



North  
 Carolina  
 Arts  
 Council  
 Fifty years  
 of leadership

*The Perquimans Arts League is supported by a grant from the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources.*

# DEPARTMENT HEAD REPORTS

PLAT REVIEW LOG - PERQUIMANS COUNTY

AUGUST

SURVEYOR'S NAME PLAT TITLE	SURVEYOR'S PHONE # ADDRESS	DATE IN DATE OUT	APPROVAL YES/NO	COMMENTS
TA STOKELY ROBERT & TERESA VALENTINE	X	8-7-2023	X	BOUNDARY SURVEY 4-D056-0011-BRE .69 ACRES
TA STOKELY GARY E LINGLE	X	8-15-2023	X	BOUNDARY SURVEY 2-D085-N036-SH .26 ACRES 2-D085-N033-SH .26 ACRES
CHARLES E BROWN TONY GIBSON	X	8-22-2023	X	SUBDIVISION OF 5-D032-072A-W A 0.197 ACRES / B 0.197 ACRES
TA STOKELY ADAM L & HILLARY LASSITER	X	8-25-2023	X	SUBDIVISION OF 1-0016-0016 10.10 ACRES
RANDOLPH P NICHOLSON MICHAEL STALLINGS	X	8-25-2023	X	SURVEY 5-0032-0128 298.07 ACRES

Bissell PO Box 1068 Kitty Hawk, NC 27949 (252) 261-3266	S. L. Cardwell Surveying 1206 Francis Street Elizabeth City, NC 27909 338-6328	Pat McDowell PO Box 391 Elizabeth City, NC 27909 338-4161	Mark Pruden 146 Oak Grove Road Edenton, NC 27932 482-7804	Saunders Surveying 510 Avena Road Black Mountain, NC 28711 (828) 669-2777
Bowman Consulting Paul J Toti 131 Main Street Gatesville, NC 27938 357-1581	E. T. Hyman Surveying 133 US Hwy 158 West Ste E Camden, NC 27921 335-2913	McKirm & Creed 504 E Elizabeth St Ste1 Elizabeth City, NC 27909 338-2929	Gloria Rogers 215 B Street Camden, NC 27921 338-1415/333-8781	Scott Temple PO Box 422 Elizabeth City, NC 27907 330-4016
Charles E Brown, III 2005 Johnson Road Elizabeth City, NC 27909 335-0928	Eugene Jordan 402 Sign Pine Road Tyner, NC 27980 221-4795	J H Miller Jr. 166 Cottonwood Drive Hertford, NC 27944 339-6932	Robey 150 US Hwy 158 W East Camden, NC 27921 335-1888	Tony Webb PO Box 381 Edenton, NC 27932 482-3066

TIMMONS GROUP 1805 WEST CITY DRIVE ELIZABETH CITY, NC 27909 (252)621-6030



107 N. Front Street  
Post Office Box 7  
Hertford, NC 27944

Phone: (252) 426-7010  
(252) 426-5564  
Fax: (252) 426-3624

**PERQUIMANS COUNTY  
TAX DEPARTMENT**

**Enforced Collections-August 2023**

**GARNISHMENTS: \$2,546.47**

**PAYMENT AGREEMENTS: \$9,349.03**

**DEBT SETOFFS: \$0**



PERQUIMANS COUNTY  
OFFICIAL REPORT

Board of Commissioners:  
Finance Officer:

Date: August 2023

I wish to report that during August 2023 I received the following funds which were duly deposited in the County's depository on the dates and in the amounts as shown:

DATE	BUILDING PERMITS #	ELECTRICAL PERMITS #	PLUMBING PERMITS #	INSULATION PERMITS #	MECHANICAL PERMITS #	MOBILE HOME #	STATE TAX	MISC	TOTAL DEPOSITED	CREDIT CARD PAYMENTS
8/1/2023	\$3,752	\$130		\$150	\$75		\$10		\$4,117	\$566
8/2/2023	\$180	\$50	\$65		\$130				\$415	\$0
8/3/2023		\$30	\$55		\$75				\$105	\$160
8/4/2023	\$2,898	\$1,243	\$55	\$225			\$30		\$4,451	\$75
8/5/2023									\$0	\$346
8/6/2023									\$0	\$150
8/7/2023									\$0	\$675
8/8/2023	\$300	\$150	\$330		\$225	2			\$780	\$0
8/9/2023	\$542		\$120		\$205	2			\$867	\$0
8/10/2023	\$2,568			\$150	\$75	1	\$20		\$2,813	\$380
8/11/2023	\$75	\$1,502			\$75	1			\$1,652	\$380
8/12/2023									\$0	\$75
8/13/2023									\$0	\$663
8/14/2023		\$960	\$130		\$225	2			\$1,315	\$75
8/15/2023		\$420	\$200						\$620	\$225
8/16/2023	\$260	\$450			\$75	1			\$785	\$0
8/17/2023		\$240	\$80						\$320	\$255
8/18/2023	\$535	\$50	\$180		\$825	8			\$1,590	\$653
8/19/2023									\$0	\$580
8/20/2023	\$203	\$120							\$0	\$125
8/22/2023	\$21	\$50	\$315		\$75	1			\$398	\$130
8/23/2023	\$75				\$455	3			\$1,041	\$0
8/24/2023	\$300	\$215	\$60		\$400	2			\$475	\$0
8/25/2023	\$84	\$100	\$200			1			\$650	\$770
8/26/2023									\$384	\$275
8/27/2023									\$0	\$175
8/28/2023		\$170							\$0	\$280
8/29/2023	\$739		\$180		\$150	2			\$320	\$60
8/30/2023			\$100		\$95	1			\$859	\$0
8/31/2023					\$225	3			\$405	\$0
TOTAL	\$12,732	\$5,880	\$2,005	\$675	\$3,420	34	\$60	\$0.00	\$24,772	7618.00

Signed: \_\_\_\_\_ Building Inspector



## Case Activity Report

8/1/2023 - 8/31/2023

Activity Date	Case #	Parcel Address	Violation	Description	Activity Type	Description	Assigned To
8/2/2023	85	546 WHITEHAT RD	nuisance vehicles/solid waste	junk vehicles/camp er/fridge	Re-Inspection	revisit case- Some cleanup but slow progress, will monitor.	Eddie Wynne
8/3/2023	141	124 HAYWOOD SMITH RD	Illegal burning	Burning household trash	Verbal Warning	Sheriff's office reported possible illegal burning at 124 Haywood Smith Rd. Our office responded and found an area in the backyard where household trash/waste had been allowed to burn and was unattended. We knocked on the front door several times to speak with residents and no one answered. Heard foot steps in house while at the	Eddie Wynne
8/4/2023	42	337 WOODVILLE RD	solid waste	illegal dump site	Re-Inspection	Revisit to see if case is still open. Could not access back of property where initial complaint was. Will contact owners for access.	Eddie Wynne

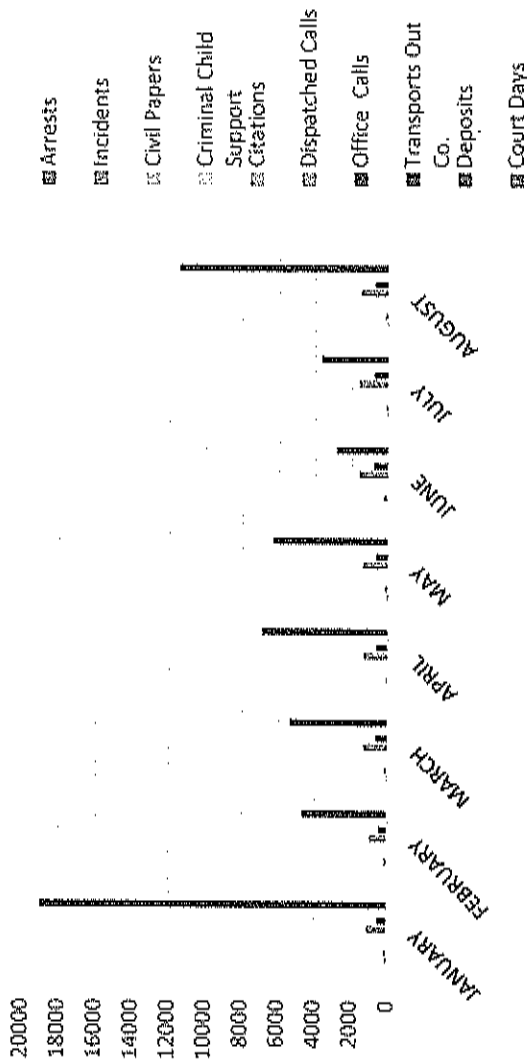
8/7/2023	126	3161 NEW HOPE RD	Solid waste/Unsafe Structure		Re-Inspection	Revisit case. Past inspections indicate possible demo of structure, will contact property owners.	Eddie Wynne
8/24/2023	142	124 HAYWOOD SMITH RD	Illegal burning	Burning household trash	Inspection	Told by FM to contact Robert Bright @ 252-946-6481 at NC Air Quality and report this event and the info from first event and he will take care of	Eddie Wynne
8/24/2023	142	124 HAYWOOD SMITH RD	Illegal burning	Burning household trash	Inspection	Spoke with Robert Bright at Air Quality and he wants all info emailed to him. Will upload and email all info to his office and he said they would handle it from there.	Eddie Wynne
8/24/2023	142	124 HAYWOOD SMITH RD	Illegal burning	Burning household trash	Re-Inspection	Contacted Barry Overman by text and he said he will handle by Air Quality to pay them a visit and issue them a fine and/or by presence of himself and	Eddie Wynne

Total Records: 7

8/31/2023

Perquimans County Sheriff's Office --- August 2023 Activity Report

	Arrests	Incidents	Civil Papers	Criminal Child Support	Citations	Dispatched Calls	Office Calls	Transports Out Co.	Deposits	Court Days
JANUARY	30	67	144	1	16	1081	541	4	\$18,961.00	7
FEBRUARY	20	46	181	0	7	956	478	2	\$4,680.00	9
MARCH	50	60	179	1	8	1317	659	10	\$5,367.00	13
APRIL	15	50	116	1	2	1314	657	3	\$6,901.47	7
MAY	37	69	213	1	4	1376	688	3	\$6,292.00	8
JUNE	19	45	262	1	3	1612	806	2	\$2,836.00	7
JULY	21	56	134	1	5	1585	793	6	\$3,670.00	9
AUGUST	32	63	198	0	5	1510	755	9	\$11,462.20	7





**PERQUIMANS COUNTY EMERGENCY SERVICES**

P.O. Box 563 - 159 Creek Drive - Hertford, NC 27944

(252) 426-5646 Phone - (252) 426-1875 Fax

Jonathan A. Nixon, Director

*Emergency Services Update – August 2023*

<i>Call Volume by Department – August 2023</i>			
<i>Department</i>	<i># of Calls</i>	<i>Department</i>	<i># of Calls</i>
<i>911 CALLS RECEIVED</i>	<i>2,258</i>	<i>NC State Highway Patrol</i>	<i>34</i>
<i>Belvidere Fire Dept.</i>	<i>7</i>	<i>NC Wildlife</i>	<i>2</i>
<i>Bethel Fire Dept.</i>	<i>7</i>	<i>Nightingale</i>	<i>2</i>
<i>Chowan EMS</i>	<i>4</i>	<i>Pasquotank-Camden EMS</i>	<i>0</i>
<i>Durants Neck Fire Dept.</i>	<i>6</i>	<i>Perq. Dept. of Social Services</i>	<i>6</i>
<i>Eastcare</i>	<i>0</i>	<i>Perq. Emergency Management</i>	<i>15</i>
<i>Gates EMS</i>	<i>0</i>	<i>Perq. EMS</i>	<i>279</i>
<i>Hertford Fire Dept.</i>	<i>19</i>	<i>Perq. Fire Marshal</i>	<i>0</i>
<i>Hertford Public Works</i>	<i>2</i>	<i>Perq. Sheriff's Office</i>	<i>1,510</i>
<i>Inter-County Fire Dept.</i>	<i>17</i>	<i>Perq. Water Department</i>	<i>0</i>
<i>Magistrate</i>	<i>64</i>	<i>Perq. Volunteer Water Rescue Team</i>	<i>5</i>
<i>NC Dept. of Transportation</i>	<i>3</i>	<i>Winfall Fire Dept.</i>	<i>14</i>
<i>NC Forestry</i>	<i>4</i>	<i>Winfall Police Dept.</i>	<i>0</i>
<i>NC Probation</i>	<i>0</i>	<i>Winfall Public Works</i>	<i>2</i>

# COMMITTEE REPORTS