
REGULAR MEETING

March 7, 2016

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, March 7, 2016, at 7:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Janice McKenzie Cole, Chair Kyle Jones, Vice Chairman
 Fondella Leigh Edward R. Muzzulin
 Wallace Nelson Matthew Peeler

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager Mary Hunnicutt, Clerk to the Board
 Hackney High, County Attorney

After the Chair called the meeting to order, Commissioner Nelson gave the invocation and the Chair led the Pledge of Allegiance.

AGENDA

On motion made by Matthew Peeler, seconded by Edward R. Muzzulin, the Board unanimously approved the Agenda as amended.

CONSENT AGENDA

Commissioner Peeler asked that the Minutes be removed for discussion. On motion made by Kyle Jones, seconded Matthew Peeler, the Board unanimously approved the Consent Agenda, less the Minutes listed. Chair Cole said that the Minutes will be handled under Old Business.

2. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
C.J. Wilson	EMT-I	FMLA Withdrawal			2/19/2016
Homeria Jennette	Telecommunication Supervisor	Retirement			4/30/2016
Kay Long	Full-Time Telecommunicator	Dismissal			2/3/2016
Esther Jordan	Part-Time Telecommunicator	Resignation			2/19/2016
Gewayn Cunningham	Assistant Building Inspector	Retirement			5/1/2016
Gewayn Cunningham	Part-Time Building Inspector	Appointment	67/4	\$15.51/hr.	6/1/2016
Kristin Gordon	Human Resources Placement Specialist	Appointment	63/2	\$28,859	3/10/2016
Krystal Agosto	Full-Time Telecommunicator	Promotion	60/3	\$25,905	3/1/2016
James Farrar	Part-Time Telecommunicator	Promotion	60/2	\$12.16/hr.	3/1/2016
Hazelene Miller	Fill-In Telecommunicator	Appointment	60/1	\$11.86/hr.	3/1/2016

3. **Step/Merit Increase:**

Employee Name	Employee Job Title	Grade/ Step	New Salary	Effective Date
Sabrina Patrick	IMC II	63/2	\$28,859	3/1/2016
Dale Hunter	EMS Shift Supervisor	68/5	\$38,682	3/1/2016

4. **Budget Amendments:**

**BUDGET AMENDMENT NO. 11
GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-012	Emergency Management Grant	16,000	
10-530-338	Hazardous Materials Grant	16,000	
EXPLANATION: To budget HMEP training/planning grant through the Hazardous Material Emergency Preparedness Grant Program for FY 15/16 as discussed at the 12/7/15 BOC Meeting.			

**BUDGET AMENDMENT NO. 12
GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-365-001	Trillium Grant - Recreation	350,000	
10-685-741	Playground Improvements	350,000	
EXPLANATION: To budget Trillium Health Resources Grant funds for an Inclusive Playground at the Recreation Center as discussed at the 2/1/16 BOC Meeting.			

5. **Record Retention Schedule:** Susan Chaney, Social Services Director, has reviewed the Records Retention & Disposition Schedule Amendments for Social Services and recommended it for approval. Board approved the schedule as presented.

6. **Board Resignation:** The following Board resignation was approved by the Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Jackie Hobbs	Tourism Development Authority (Industry Rep)	Resignation		3/31/2016

7. **Beer & Wine Tax Distribution:** This report was approved which distributes the beer/wine excise tax for period of April 1, 2015 through March 31, 2016.

8. **Quarterly Fiscal Monitoring Reports:** The State requires that the Quarterly Fiscal Monitoring Report be presented to the Board for review. The report for period ending on January 31, 2016 was presented.

DAVID DENTON, DENTON WILDLIFE SERVICES

David Denton, a retired NC Wildlife Resources Commission, explained that he had several residents approach him about the coyote population. He explained the process that the County could do to open up the county for fox trapping for a season. This will allow you to also catch some coyotes which would reduce their population. He provided written information on how Chowan County changed their laws to assist with this problem. Commissioner Peeler said that this was the first that he had heard of this and wanted to know if the coyote population was a problem in Perquimans County. To some of the residents, it is a problem.

BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings presented his monthly report and gave an update on the Revaluation process. He further explained that over 10,000 reassessment notices were mailed on March 19th. On March 10th, they will be holding three in rem foreclosures. Mr. Jennings thanked the Board for their donation to the Library in memory of his mother who passed away in December and then introduced Dawn Winslow of Pearson Appraisal who was prepared to answer any questions on the revaluation process. Commissioner Peeler asked Mr. Jennings where we were with tax collections last year this time. He said that it was around .94 and we currently are at .947. Mr. Peeler also asked when the Appraisal Office will be closed. Ms. Winslow and Mr. Jennings said that it would be open until the entire process was completed which should be sometime around the end of May.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

Chair Cole asked if there were any Commissioner's Concerns or Committee Reports. The following comments were made:

- **Commissioner Peeler:** Mr. Peeler explained that the State is reviewing the voting requirements for District 1 and District 12. He thinks that the Board needs to review the way that Perquimans County votes for Commissioners. He recommends that the Board discuss that during an upcoming Work Session to make sure that both sides of US 17 are being represented in a fair and equitable fashion.
- **Commissioner Peeler:** Mr. Peeler feels that the Economic Incentives that we provide companies that wish to locate within Perquimans County should be more formalized and asked that the Board discuss this during an upcoming Work Session.

CORRECTIONS TO THE FEBRUARY 1, 2016 MINUTES

The following requests were made to correct the February 1, 2016 Minutes:

- **Commissioner Peeler:** Mr. Peeler asked that, on Page V.A./Page 11, we change Alan Lennon's comments to include what information was included in the petition that was presented. Therefore, he requests that the change be as follows: **"He thanked the Board for what they do and he presented the Board with a petition that had 936 signatures from County residents who oppose the proposed Timbermill Wind Energy Project in the Bear Swamp section of Perquimans County and ask that the governing body of County Commissioners amend the current Wind Energy Facilities Ordinance 907.27 to provide adequate protections for our safety, health, and welfare with regard to: (a) Minimum one (1) mile setback of units from any non-participating property line, residence or occupied dwelling; (b) Adequate property value guarantee provisions; (c) Protection from sound, flicker, audible and inaudible noise; and (d) Adequate and financially secured decommissioning plans."**
- **Commissioner Muzzulin:** Mr. Muzzulin asked Donna Godfrey, Planner, to review his changes. Therefore, they are requesting that the change be as follows:
 - (2) Calculations in accordance with the noise control regulations established by Perquimans County for the projected maximum cumulative sound levels generated when the proposed wind turbines and any alternative wind turbines are in operation at the proposed site and any alternative sites measured at **nearest existing occupied building**, projected maximum day-time and night-time sound levels generated when the proposed wind turbines and any alternative wind turbines are in operation measured at the **nearest occupied building**, and projected maximum levels of infrasonic sound, ultrasonic sound, impulsive noise and prominent discrete tones generated when the proposed wind turbines and any alternative wind turbines are in operation at the proposed site and any alternative sites measured at the nearest **occupied building**.
 - (3) A study area map for the proposed site and any alternative sites depicting the noise analysis study area radius, site boundaries, sound level monitoring locations and nearest **occupied building**.
 - (4) Identification of any potential mitigation measures to minimize sound levels at the nearest **occupied building**, including, but not limited to, utilization of best practical noise control measures in accordance with the Perquimans County Zoning Regulations.

Chair Cole called for a motion. On motion made by Edward R. Muzzulin, seconded by Matthew Peeler, the February 1, 2016 Minutes were unanimously approved with the above referenced changes. On motion made by Edward R. Muzzulin, seconded by Matthew Peeler, the February 15, 2016 Work Session Minutes were unanimously approved by the Board as presented.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **Library Project:** Mr. Heath presented the following timeline for the project: March 15th – go out for bids for project; March 29th – prebid meeting; April 12th – bids opened; April 28th – Financing lender quotes are due; May 2nd – hold public hearing to approve the lender for the project; May 3rd – Local Government Commission application will be turned in; and June 7th – hold public hearing for Local Government Commission financing for the project. Mr. Heath has received the construction drawings and presented a short PowerPoint Presentation showing some of the overall pictures of the facility. Commissioner Peeler asked if the open meeting area could be used by the public for meetings. Mr. Heath said that they do have plans to make the room available within reason for individuals to use. Commissioner Muzzulin asked if the Constructions Drawings were available for review in his office and Mr. Heath said that they are.
- **Boat Ramp Project:** Mr. Heath provided a timeline for this project, which was: March 16th – prebid meeting; March 30th – bids will be opened; and the completion date is still late summer or early fall.
- **Budget:** The Budget Process is underway. The Department Heads should turn in their budget requests to County Manager Heath by March 31st. Around mid-April, the Department Heads will present their budget requests to the Board of Commissioners and the Budget Work Sessions will begin around mid-May. Mr. Heath will touch base with the Commissioners to determine what dates are available for them to meet.

BOARD APPOINTMENTS

Chair Cole explained that, last month, the Board tabled the appointment to the following Board/Committees: Trillium Northern Region Advisory Board; Albemarle RC&D Council; and Nursing Home Advisory Committee. She asked if any of the Commissioners had a recommendation. Commissioner Jones has talked with Lynne Mathis and made a motion to appoint Lynne Mathis to the Albemarle RC&D Council. The motion was seconded by Matthew Peeler and unanimously approved by the Board. Her term will be for four years and will be effective April 1, 2016. Commissioner Nelson explained that the individual that he going to recommend to the Trillium Northern Region Advisory Board did not feel that he had the time to serve. Therefore, Chair Cole tabled the balance of these appointments to next month's meeting.

BOARD RULES OF PROCEDURE

Chair Cole explained that she and the Board have been working on the Board Rules of Procedure and, at their February Work Session, decided to present it for Board action at the March 7, 2016 meeting. She asked if there were any other questions or comments from the Board. There being none, Kyle Jones made a motion, which was seconded by Edward R. Muzzulin, to adopt the Rules of Procedure as presented. The motion was unanimously approved by the Board and a copy of the Rules of Procedure is presented under **Attachment A**. Commissioner Peeler asked if these procedures would be effect when the new board is sworn in. Chair Cole said that they would unless they would like to make a change which would have to be approved by the entire Board.

FY 2015-16 AUDIT CONTRACT

County Manager Heath presented the Audit Contract for FY 2015-16 from Donna H. Winborne, CPA for Board's consideration. They have prepared our audits for the past several years. The staff recommends the award of this contract at \$31,000, which was a \$1,000 increase over last year. In addition, this includes the TDA Component Audit. The Staff recommends approval of this audit contract even though they were a little slow this past year completing the audit but feels that they have their staffing problems resolved. Mr. Muzzulin asked how many years have they prepared the audit. Mr. Heath said that he thought it had been for at least seven to eight years. Commissioner Peeler stated that the pro to having them prepare the audit is the fact that they are familiar with our staff and procedures. Chair Cole called for a motion. Edward R. Muzzulin made a motion to award the audit contract for FY 2015-16 to Donna H. Winborne, CPA. The motion was seconded by Fondella A. Leigh. Commissioner Nelson said that, from his experience, it is very difficult to find CPA's to prepare government audits. Commissioner Peeler said that he appreciates their work. Commissioner Muzzulin suggested that the Board consider bidding out the contract next year. No further comments or questions, the motion was unanimously awarded to Donna H. Winborne, CPA at \$31,000.

LEASE EXTENSION – PERQUIMANS COUNTY USDA SERVICE CENTER

County Manager Heath explained that the Perquimans County USDA Service Center is requesting an extension of their lease with Perquimans County which was through August 1, 2015. This extension will be from August 1, 2015 through December 31, 2017. Commissioner Muzzulin asked if the rate is still \$10.50 per square foot. Mr. Heath said that it was and that since we were encouraging FSA to move here from Chowan he felt that we should keep it at same rate to assist our farmers. On motion made by Edward R. Muzzulin, seconded by Matthew Peeler, the Board unanimously approved the following Lease Extension with Perquimans County USDA Service Center:

USDA	LEASE AMENDMENT NUMBER - 2
	TO LEASE NO, Perquimans County, NC USDA Service Center
USDA LEASE AMENDMENT	512 S. Church Street Hertford, NC 27944

THIS AGREEMENT, made and entered into this date by and between
County of Perquimans

Whose address is: P.O. Box 45, Hertford, North Carolina 27944

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish beneficial occupancy and payment of rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- A. This Lease Agreement (LA) is issued to extend the lease term beginning August 1, 2015, up to December 31, 2017. The new lease term can be terminated with 60 days' written notice.
- B. The annual rent shall be \$22,165.50 payable at the rate of \$1,847.13 per month (representing \$10.50 per square foot at 2,111 net usable square feet) in arrears.
- C. The Lessor must have an active registration in the System for Award Management (SAM) System (via the Internet at <https://www.sam.gov>) prior to lease approval and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active SAM Registration.
- D. Pursuant to U.S. Government Lease for Real Property, dated 01/01/2002 the Government reserves the right to terminate this lease or decrease the amount of space at any time by giving at least 60 days' notice in writing.

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:FOR THE GOVERNMENT:

Signature: _____
Name: Janice McKenzie Cole
Title: Chair
Entity Name: Perquimans County Board of Commissioners
Date: 3/7/2016

Signature: _____
Name: Michael Hajjar
Title: Lease Contracting Officer
USDA Farm Service Agency
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Mary P. Hunnicutt
Title: Clerk to the Board
Date: 3/7/2016

Lease Agreement Form 09/12

DEBT SETOFF CLEARINGHOUSE BUSINESS ASSOCIATE AGREEMENT FOR EMS COLLECTIONS

County Manager Heath explained that the County has been using debt setoff to collect delinquent taxes and water bills for a few years now. He further stated that this would be an effect way to get additional income. This program attaches tax refunds that can be applied to delinquent taxes and water bills. Mr. Heath and County staff recommends that we consider using this to collect delinquent EMS billings. On motion made by Edward R. Muzzulin, seconded by Wallace E. Nelson, the Board unanimously approved the following Business Associate Agreement to authorize us to collect delinquent EMS bills through the debt setoff program:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into as of the 7th day of March, 2016 (the "Effective Date") by and between Perquimans County ("Covered Entity") and the North Carolina League of Municipalities and the North Carolina Association of County Commissioners together acting as the North Carolina Local Government Debt Setoff Clearinghouse ("Business Associate") (each, a "Party" and collectively, the "Parties").

1. **BACKGROUND AND PURPOSE.** The Parties have entered into one or more agreements, written or oral, pursuant to which Business Associate performs functions or activities for, or provides services to, Covered Entity that involve the use and disclosure of Protected Health Information (as defined below) (the "Underlying Contracts"). Business Associate does not itself receive or maintain Protected Health Information to perform its obligations under the Underlying Contracts but does coordinate the provision of Protected Health Information from Covered Entity to a subcontractor engaged by Business Associate. Therefore, in connection with the Underlying Contracts, the Parties wish to execute this Agreement (1) to ensure Covered Entity's and Business Associate's compliance with health information privacy and security rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and codified at 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule"), subparts A and D (the "Breach Notification Rule"), and subparts A and E (the "Privacy Rule"), all as applicable and as amended from time to time and as clarified by guidance issued pursuant thereto, and (2) to ensure that Business Associate protects the privacy and security of Protected Health Information as further provided herein. This Agreement is intended to apply to any existing relationships between Covered Entity and Business Associate involving the exchange of Protected Health Information.

2. **DEFINITIONS.** Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement have the meanings ascribed to them in HIPAA, the Privacy Rule, the Security Rule, and the Breach Notification Rule; provided, however, that "Protected Health Information" or "PHI" shall mean Protected Health Information limited to the information Business Associate received from, or created, maintained, transmitted, or received on behalf of, Covered Entity.

3. **OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.**

3.1 **Obligations of Business Associate.** With regard to its use and disclosure of PHI, Business Associate agrees to:

- a. not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
 - b. use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing, Business Associate will:
 - implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (or "E PHI") that it receives from, or creates, receives, maintains, or transmits on behalf of, Covered Entity;
 - ensure that any agent of Business Associate, including a subcontractor, to whom Business Associate provides such E PHI agrees to implement substantially the same safeguards and other measures to protect such E PHI as set forth in this Agreement; and
 - report to Covered Entity any successful Security Incident of which Business Associate becomes aware. This Agreement shall serve as notice of all attempted but unsuccessful Security Incidents.
 - c. report to Covered Entity any use or disclosure of PHI in violation of this Agreement, as well as any incident which, in Business Associate's view, compromises the security of PHI, of which Business Associate becomes aware. Business Associate shall use reasonable efforts to mitigate any deleterious effects from any use or disclosure of PHI that Business Associate reports to Covered Entity as provided herein.
 - d. ensure that any agent, including any subcontractor, to whom Business Associate provides PHI agrees to the same restrictions and conditions on the use and disclosure of PHI that apply to Business Associate pursuant to this Agreement.
 - e. make available, in the form, time, and manner reasonably requested by Covered Entity, any and all PHI maintained in a Designated Record set as required for Covered Entity to respond to an Individual's request for access to PHI about them in accordance with 45 C.F.R. 164.524. Business Associate will provide PHI in such electronic format as may be reasonably requested by Covered Entity to the extent that Business Associate maintains such PHI in electronic format.
 - f. make available, in the form, time, and manner reasonably requested by Covered Entity, PHI maintained in a Designated Record Set for amendment and incorporate any such amendment as directed by Covered Entity to allow Covered Entity to comply with 45 C.F.R. 164.526.
 - g. document any and all disclosures of PHI by Business Associate or its agents, including subcontractors, as well as any other information related to such disclosures of PHI that would be required for Covered Entity to respond to an Individual's request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
 - h. make available, in the form, time, and manner reasonably requested by Covered Entity, any and all information documented in accordance with subsection 3.1.g.
 - i. make available to the Secretary of the U.S. Department of Health and Human Services ("HHS") any and all internal practices, books, and records of Business Associate or its agents, including subcontractors, relating to the use and disclosure of PHI, for purposes of determining Covered Entity's compliance with the Privacy Rule.
 - j. comply with the Security Rule.
 - k. determine the Minimum Necessary PHI to be used, disclosed, or requested in order to accomplish the intended purpose of the use, disclosure, or request, except when the use, disclosure, or request is exempt from the Minimum Necessary requirement under 45 C.F.R. 164.502(b)(2).
 - l. not, directly or indirectly, receive remuneration in exchange for PHI unless Business Associate or Covered Entity has obtained an authorization from the subject individual(s) that complies with all applicable requirements or unless an exception specified in Section 45 C.F.R. 164.502(a)(5)(ii)(B)(2) applies.
 - m. to the extent Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, comply with the requirements of the Privacy Rule applicable to Covered Entity in the performance of such obligations.
- 3.2 **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise specified in this Agreement, Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations under the Underlying Contracts. Unless otherwise limited by this Agreement, Business Associate may also: (a) use the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate; (b) disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or that Business Associate has obtained reasonable assurances from the third party to whom PHI is to be disclosed that the PHI will be held confidentially and used and further disclosed only as Required by Law or for the purposes it was disclosed to the third party, and the third party has agreed to notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached; (c) provide Data Aggregation services relating to the Health Care Operations of the Covered Entity as permitted by the Privacy Rule; and (d) de-identify the PHI in accordance with the de-identification standards set forth in 45 C.F.R. § 165.514 and use and disclose such de-identified information on Business Associate's own behalf. Business Associate may only use and disclose PHI as described above if such use and disclosure is in compliance with 45 C.F.R. 164.504(e).
- 3.3 **Obligations of Covered Entity.** Covered Entity agrees to notify Business Associate of any restrictions on uses and disclosures of PHI to which Covered Entity agrees that will impact in any manner the use and/or disclosure of that PHI by Business Associate under this Agreement. Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI that will impact in any manner the use and/or disclosure of that PHI by Business Associate under this Agreement. Covered Entity agrees to notify Business Associate of any changes in its Notice of Privacy Practices that will impact in any manner the use and/or disclosure of PHI by Business Associate under this Agreement.
- 3.4 **Breach of Unsecured Protected Health Information.** Business Associate shall report to Covered Entity in writing a Breach of Unsecured PHI within ten (10) days of the first day the Breach is known, or reasonably should have been known, to Business Associate. The written notice shall include, to the extent possible, the identification of each individual whose Unsecured PHI was, or is reasonably believed to have been, subject to the Breach and the circumstances of the Breach, as both are known to Business Associate at that time. To the extent possible, the description of the circumstances of the Breach shall include: (1) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach; (2) a description of the types of Unsecured PHI that were involved in the Breach; and (3) 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. Following the written notice to Covered Entity, Business Associate shall conduct such further investigation and analysis as is reasonably required, and shall promptly advise Covered Entity of additional information pertinent to the Breach which Business Associate obtains. Business Associate shall cooperate with Covered Entity to determine whether the Breach requires notice to Individuals and others under the Breach Notification Rule.
- 3.5 **Marketing and Fundraising.** Business Associate shall not use or disclose PHI to engage in any marketing or fundraising communications on behalf of Covered Entity. If the Parties wish for Business Associate to use or disclose any PHI to engage in any marketing or fundraising communications on behalf of Covered Entity, the Parties agree to amend the Underlying Contracts and this Agreement accordingly.

3.6 Effect of Changes to HIPAA, the Privacy Rule, Security Rule, or Breach Notification Rule. To the extent that any relevant provision of HIPAA, the Privacy Rule, the Security Rule, or the Breach Notification Rule is amended in a manner that materially changes the obligations of Business Associate or Covered Entity that are embodied in the terms of this Agreement, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement in order to give effect to such revised obligations. If the Parties cannot agree on an amendment to this Agreement, either Party may terminate this Agreement and the Underlying Contracts upon thirty (30) days written notice to the other Party or upon such lesser notice as may be required by applicable law.

4. **TERMINATION.**

4.1 The term of this Agreement shall commence on the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business Associate or its subcontractors, or created or received by Business Associate or its subcontractors on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the termination provisions in Section 4.2, unless earlier terminated as provided herein. Upon either Party's knowledge of a material breach of the terms of this Agreement by the other Party, the non-breaching Party shall provide the breaching Party written notice of that breach in sufficient detail to enable the breaching Party to understand the specific nature of that breach and afford the breaching Party an opportunity to cure the breach. If the breaching Party fails to cure the breach within a reasonable time as provided by the non-breaching Party, the non-breaching Party may immediately terminate this Agreement and the Underlying Contracts.

4.2 Upon termination of the Underlying Contracts, Business Associate shall return to Covered Entity or destroy any and all PHI in the possession or control of Business Associate and its agents, including subcontractors, and retain no copies, if it is feasible to do so. If return or destruction of PHI is infeasible, Business Associate agrees to: (a) provide notification to Covered Entity of the conditions that make such return or destruction infeasible; and (b) for so long as Business Associate or its agents, including subcontractors, maintain such PHI, (i) extend all protections contained in this Agreement to the use and/or disclosure of any retained PHI by Business Associate or its agents, including subcontractors, and (ii) limit any further uses and/or disclosures of such PHI by Business Associate or its agents, including subcontractors, to the purposes that make the PHI's return or destruction infeasible.

5. **MISCELLANEOUS.**

5.1 Interpretation. The terms of this Agreement shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Covered Entity and Business Associate to comply with HIPAA, the Privacy Rule, the Security Rule, or the Breach Notification Rule.

5.2 Survival. The obligations imposed on Business Associate pursuant to this Agreement with respect to PHI shall survive termination of this Agreement and continue indefinitely solely with respect to PHI that Business Associate or its agents, including subcontractors, retain in accordance with Section 4.2.

5.3 No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Privileges and Protections Not Waived. Nothing herein shall be construed as waiver of applicable legal or other privileges or protections held or enjoyed by Covered Entity.

5.5 Amendment. This Agreement shall not be amended except by the mutual written agreement of the Parties.

5.6 Governing Law. To the extent not preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, notwithstanding its conflicts of law rules.

5.7 Assignment. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

5.8 Notice. Any notices required hereunder shall be given as set forth in the Underlying Contracts. If the Underlying Contracts do not include a provision for notices, then any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement will be in writing and will be deemed to have been duly given (a) when personally delivered, (b) on the third business day after deposit in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), (c) on the next business day after timely delivery to an overnight courier, or (d) upon confirmation of receipt by facsimile or e-mail; in each case addressed to the Parties at the addresses set forth below (or at such other address as any Party may specify by notice to the Party given as aforesaid).

If to Covered Entity: Attention: Privacy Officer
Perquimans County
P.O. Box 45
Hertford, NC 27944
frankheath@perquimanscountync.gov

or at such other address as may be furnished to Business Associate in writing; and

If to Business Associate: Attention: General Counsel
North Carolina Association of County Commissioners
215 N. Dawson St.
Raleigh, NC 27603
Phone (919) 715-1430
Fax (919) 719-1165

or at such other address as may be furnished to Covered Entity in writing

5.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic copies hereof shall be deemed to be originals.

Signatures on following page

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative.

COVERED ENTITY
Perquimans County

By: _____

Print Name: Janice McKenzie Cole

Print Title: Chair, Perquimans County Board of Commissioners

BUSINESS ASSOCIATE
North Carolina Local Government Debt Setoff Clearinghouse

By: _____

Print Name: _____

Print Title: _____

North Carolina League of Municipalities

By: _____

Print Name: _____

Print Title: _____

North Carolina Association of County Commissioners

Commissioner Peeler asked are the individuals typically renters or homeowners. County Manager Heath said that the individuals currently need to be homeowners unless it is for delinquent personal property taxes. He further stated that if you owe over \$50 on the EMS bill and you receive a federal income tax refund or a lottery proceed/unclaimed money the debt setoff program can be attached to pay

for this bill. Jonathan Nixon, Emergency Services Director, said that they do try to collect the outstanding bill prior to using the debt setoff program. After some discussion, it was clarified to Mr. Peeler that this has nothing to do with whether or not the individual is a homeowner or a renter. It has to do with attaching a federal income tax refund.

MASTER RESOLUTION & AUTHORIZATION FOR DEPOSITORY ACCOUNTS & TREASURY MANAGEMENT SERVICES

County Manager Heath explained that the County will be going to direct deposit of payroll checks in April. It has been recommended by PNC that we update our current Master Resolution & Authorization for Depository Accounts & Treasury Management Services. On motion made by Wallace E. Nelson, seconded by Fondella A. Leigh, the Board unanimously approved the following Master Resolution & Authorization for Depository Accounts & Treasury Management Services with PNC Bank:

TREASURY MANAGEMENT SERVICES AUTHORIZATION AND AGREEMENT

Introduction

This Treasury Management Services Authorization and Agreement (the "Authorization") will govern certain treasury management services that PNC Bank, National Association ("PNC") will provide to the Customer. For the purposes of this Authorization, the term Customer shall include (i) each and every Subsidiary listed in Part A of the Attachments to the Customer's Master Resolution and Authorization for Depository Accounts and Treasury Management Services and (ii) every organization listed below.

Authorization and Agreement

The Customer hereby acknowledges receipt of and agrees to be legally bound by the Treasury Management Services Comprehensive Agreement ("Comprehensive Agreement"). Capitalized terms used but not defined in this Authorization have the meanings given to them in the Comprehensive Agreement.

Customer Information

The following address will be used by PNC for giving Customer notices under the Comprehensive Agreement. Please type if feasible.

Customer's Legal Name: Perquimans County		
Street Address: PO Box 45		
City: Hertford	State: NC	Zip: 27944
Mailing Address:		
City:	State:	Zip:
Telephone: ()	Facsimile: ()	

By signing below, I/we represent and warrant to PNC that I/we have authority to bind the Customer to this Authorization and the Comprehensive Agreement.

Perquimans County

By: _____

Title: Chair, Perquimans County Board of Commissioners

Date: March 7, 2016



Please retain a copy of this Authorization for your records.

Master Resolution and Authorization for Depository Accounts and Treasury Management Services

The undersigned certifies as follows to PNC Bank, National Association and to PNC Bank Canada Branch¹, if the undersigned has accounts there (collectively, the "Bank")

1. **Name of Client** PERQUIMANS COUNTY ("Client")

Trade name(s), if applicable: _____

Taxpayer ID (United States) / CA Business Number (Canada): 56-6000330

2. **Type of Organization:** (check one)

- Corporation.** The Client is a corporation organized under the law of the _____ of _____, and the undersigned Secretary of the Client certifies that the following is a true copy of resolutions adopted by the Board of Directors of the Client pursuant to a notice and the articles of incorporation and regulations or by-laws of the Client and at which a quorum was present, or adopted without a meeting by the written approval of the directors of the Client.
- Partnership.** The Client is a partnership and the undersigned general partners of such partnership certify that the following is a resolution adopted by all of the general partners of such partnership.
- Unincorporated Association.** The Client is an unincorporated association and the undersigned Secretary of the Client certifies that the following is a true copy of resolutions adopted by the Members, Trustees, Executive Committee, Board of Directors, etc. of the Client pursuant to, and in compliance with, its organizational documents.
- Limited Liability Company.** The Client is a limited liability company organized under the laws of the _____ of _____ and the undersigned members charged with managing the business affairs of the Client certify that the following is a resolution adopted by all members of such limited liability company.
- Sole Proprietorship.** The Client is a sole proprietorship doing business under the name _____ and authorizes the following.
- Other.** Local Government

3. **Resolutions:**

A. Authorization of Depository. Resolved, that the Bank is hereby designated a depository of the Client and is hereby authorized to accept monies, wire and other electronic fund transfers, checks, drafts, notes, acceptances or other evidences of indebtedness for deposit, or for collection by the Bank and deposit upon receipt of payment therefore by the Bank, (including deposits and collections of payments in such foreign currencies as the Bank may accept from time to time), to the credit of the Client in such account or accounts as the Client may have with the Bank, without the endorsement of the Client appearing thereon, and Client promises to pay the Bank for any Items that are returned for lack of endorsement. Any one of the persons so indicated on Part C of the Attachments are authorized to open or close deposit accounts with the Bank and to instruct the Bank as to the disposition of funds in any account to be closed. The depository accounts to which these resolutions and authorizations apply include existing depository accounts of the Client and all future depository accounts opened by the Client with the Bank pursuant to this Section 3A, and may include accounts denominated in one or more foreign currencies offered by the Bank from time to time.

B. Authorization to Sign Checks and Other Instruments and Withdrawal Orders and to Designate Other Persons Who Have Such Authority. Resolved, that any one of the persons so indicated on Part C of the Attachments is authorized to sign, execute, deliver and negotiate checks, drafts, bills of exchange, acceptances and other instruments or withdrawal orders from or drawn on the depository accounts of the Client with the Bank ("Items") and to designate other persons who are authorized to sign, execute, deliver and negotiate Items. The signatures of all authorized signers must appear on the account signature card for the applicable account. As confirmation of the authority of such persons, the account signature card shall be executed by an authorized person so indicated on Part C of the Attachments.

Authorization for Use of Facsimile Signature. If the Facsimile Signature section is completed on Part B of the Attachments, it authorizes the use of facsimile signatures in accordance with this Section 3B. Such facsimile signatures must be provided on account signature cards properly executed in accordance with these Resolutions.

¹ PNC Bank Canada Branch is a branch of PNC Bank, N.A.

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Resolved, that if so indicated on Part B of the Attachments, the Bank is hereby requested, authorized and directed to honor any and all Items when bearing the facsimile signature made by machine or other mechanical device, or rubber stamp of any person whose facsimile signatures appear on signature cards given by Client to the Bank from time to time and executed in accordance with these Resolutions. The Client assumes full responsibility for all payments made by the Bank in good faith reliance upon such facsimile signature(s) of such person or persons and the Bank shall be entitled to pay and charge to the account of the Client any and all such Items, regardless of by whom or by what means such facsimile signature(s) thereon may have been affixed thereto.

The Bank is authorized to make payments from the funds of the Client on deposit with the Bank, upon and according to such Items and other written instructions, whether given by manual or facsimile signature, in each case regardless of whether payment is requested to be made to the order of or for the benefit of, or whether payment is to be deposited to the individual credit of or tendered in payment of the obligation to the Bank of, the person making the withdrawal or transfer or any person listed in Part C of the Attachments.

C. Authorization to Obtain Treasury Management Services and to Designate Other Persons Who Have Such Authority.

Resolved, that any one of the persons so indicated in Part C of the Attachments is authorized from time to time (1) to obtain for the Client from the Bank such treasury management services as he or she so elects in his or her sole discretion including, without limitation, services for the initiation or origination of transfers or withdrawals of funds from the accounts of Client with the Bank, either in United States dollars or in such foreign currencies as Bank may make available from time to time; (2) to accept, execute and/or deliver such agreements, instruments and documents as may be required by the Bank in its sole discretion in connection with the furnishing of such services or transactions; and (3) to designate, in writing, other persons who are authorized to obtain for the Client such treasury management services or to enter into such transactions or to give instructions to the Bank with respect to such services or transactions and to accept, execute and/or deliver such agreements, instruments and documents, all without further action by the Client.

D. Authorization to Conduct Foreign Exchange Transactions and to Designate Other Persons Who Have Such Authority.

{NOTE: This authorization is applicable to PNC Bank, National Association, only, and is not applicable to PNC Bank Canada Branch.} Resolved, that any one of the persons so indicated on Part C of the Attachments is also authorized from time to time (1) to obtain for the Client from the Bank services and products related to foreign exchange transactions (including spots, forwards, options and swaps or any other similar transaction) (2) to execute to and in favor of the Bank any and all agreements or documents, including amendments or modifications thereto, in connection with such foreign exchange transactions (3) to designate, in writing, any other person or persons to do any and all things which such person so indicated on Part C of the Attachments is authorized to do with respect to such foreign exchange transactions (4) to designate, in writing (in substantially the form attached hereto as Part D of the Attachments, or such other form acceptable to the Bank), those persons who are authorized to execute and/or confirm such transactions on behalf of the Client.

E. Authorization to Make Changes.

Resolved, that any one of the persons so indicated on Part C of the Attachments is also authorized to (i) add or remove Subsidiaries from Part A of the Attachments and (ii) add or remove persons authorized to act hereunder from Part C of the Attachments; in each case as evidenced by written instructions executed by such authorized person and delivered to the Bank.

F. Requests Made by Facsimile or Other Means.

Resolved, that the Bank is authorized, in its sole discretion, to take any action authorized hereunder based upon: (i) the telephone request of any person purporting to be a person authorized to act hereunder, (ii) the signature of any person authorized to act hereunder that is delivered to the Bank by facsimile transmission, or (iii) electronic mail that Bank reasonably believes is from any person authorized to act hereunder.

G. Authorization for Subsidiaries, Divisions and Trade Names.

Resolved, as to each entity (other than the Client) listed in Part A of the Attachments, all of which are direct or indirect subsidiaries of the Client and whose activities are controlled by Client and 51% or more of whose voting stock is owned directly or indirectly by the Client or whose interests are owned 51% percent or more by the Client in the case of non-stock subsidiaries (each a "Subsidiary") that (i) the Client hereby (a) adopts all of the preceding and following resolutions on behalf of each Subsidiary, and (b) instructs each Subsidiary to cause these resolutions to be filed with its corporate records, and to adopt all of these resolutions on behalf of Subsidiaries all of whose voting interests are owned by each Subsidiary.

H. General.

Resolved, that a certified copy of these resolutions be delivered to the Bank and that they and the authority vested in the persons specified herein will remain in full force and effect until a certified copy of a resolution of the Client revoking or modifying these resolutions and such authority has been filed with the Bank and the Bank has had a reasonable time to act on it. These resolutions supersede any prior resolution of Client provided to the Bank.

4. Incumbency and Specimen Signatures: Each of the persons listed in Part C of the Attachments holds the office, title or status with the Client and/or its Subsidiaries specified therein and the actual signature of each such person appears on Part C of the Attachments.

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5. Organizational Documents: Copies of any organizational or other documents, including but not limited to the articles or certificate of incorporation, the by-laws or regulations, or other organizational documents of the Client or applicable Subsidiary, that the Client or any such Subsidiary may deliver to the Bank at the Bank's request with these Resolutions or from time to time, shall be, and the Bank shall be entitled to rely on such copies as, true, complete and correct copies thereof with all amendments thereto as in effect on the date of such delivery.

6. Additional Certifications of Secretary: These Master Resolutions and Authorizations now stand of record on the books of the Client, are in full force and effect and have not been modified or revoked in any manner whatsoever. Nothing in the foregoing resolutions violates the articles or certificate of incorporation, the by-laws or regulations, or other organizational documents of the Client or applicable Subsidiary. The undersigned has taken all actions and made such notification as are required under section 3F above with respect to each Subsidiary.

Note:
For Partnerships, all general partners must sign unless the partnership agreement outlines other signing authorities.
For Limited Liability Companies, all members must sign unless the operating agreement identifies one or more managers, in which case the managers must sign.
For Corporations, Unincorporated Associations and Other Organizations: the Secretary, as attesting officer must sign.
If the Secretary, as the attesting officer, is also granted authorization to act in Part C, then one other authorized representative must sign below.

DATE:

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands and seals this 7th day of March , 2016.

ATTESTATION:

Signature

Clerk to the Board

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

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ATTACHMENTS

PART A – ADDITIONAL SUBSIDIARIES, AFFILIATES AND TRADE NAMES TO WHICH RESOLUTIONS AND AUTHORIZATIONS APPLY

Name of Legal Entity	Trade Name if Applicable	Taxpayer ID/CA Business Number	State of Formation
1.			
2.			
3.			
4.			
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6.			
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18.			
19.			
20.			

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PART B – AUTHORIZATION FOR USE OF FACSIMILE SIGNATURES

AUTHORIZATION FOR USE OF FACSIMILE SIGNATURE
 If this box is checked, it authorizes the use of facsimile signatures in accordance with Section 3B. Such facsimile signatures must be provided on account signature cards properly executed in accordance with these Resolutions.

PART C – PERSONS AUTHORIZED TO ACT

If this box is checked, additional names of Persons Authorized to Act are set forth on the accompanying Continuation of Part C.

THE INDIVIDUALS LISTED BELOW ARE GRANTED ALL OF THE AUTHORITIES AS OUTLINED IN SECTION 3 OF THIS RESOLUTION INCLUDING THE AUTHORITY TO:

- OPEN AND CLOSE DEPOSIT ACCOUNTS
- SIGN CHECKS AND OTHER INSTRUMENTS AND WITHDRAWAL ORDERS AND DELEGATE SUCH AUTHORITY TO OTHERS
- OBTAIN TREASURY MANAGEMENT SERVICES AND DELEGATE SUCH AUTHORITY TO OTHERS
- OBTAIN SERVICES RELATED TO FOREIGN EXCHANGE TRANSACTIONS AND DELEGATE SUCH AUTHORITY TO OTHERS
- MAKE CHANGES TO ATTACHMENTS

	PRINT NAME	PRINT TITLE	SIGNATURE
1.	Janice McKenzie Cole	Chair	
2.	Frank Heath	County Manager	
3.	Tracy Mathews	Finance Officer	
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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PART D – TRADE AND CONFIRMATION AUTHORIZATION LETTER FOR FOREIGN EXCHANGE TRANSACTIONS {NOTE: THIS PART D IS APPLICABLE TO PNC BANK, NATIONAL ASSOCIATION, ONLY, AND IS NOT APPLICABLE TO PNC BANK CANADA BRANCH.}

The undersigned (the “Designator”), a duly authorized representative of Client who is authorized to execute this authorization letter on behalf of Client, certifies as follows to PNC Bank, National Association (“Bank”):

The Designator, acting pursuant to the authority delegated to him/her by the Client resolutions delivered to the Bank (the “Resolutions”) authorizing the Designator to delegate to any other person or persons the authority to execute and/or confirm on behalf of Client, foreign exchange transactions, does hereby establish and confirm the authority of each of the person(s) whose names are set forth below to execute on behalf of Client foreign exchange transactions described in the Resolutions, and/or confirm on behalf of Client such executed foreign exchange transactions as such authority is set forth below.

Each person below has complete authority at all times to bind Client to the performance of any such transactions. Bank may rely on the authority vested in these individuals until the close of business on the second business day after Bank receives written notice from Client of any changes in such authority at its offices at the following address: PNC Bank, National Association, PNC Investment Operations, 116 Allegheny Center Mall, Pittsburgh, PA 15212 Attention: Derivative Operations, or any other address which has been provided by Bank to Client for such purpose.

Consent for E-mail Delivery: By signing below, the Designator acknowledges that Client has consented to receive confirmations for foreign exchange transactions via electronic mail.

PERSONS AUTHORIZED TO EXECUTE AND/OR CONFIRM FOREIGN EXCHANGE TRANSACTIONS Check applicable boxes to grant authorities to individuals.

PRINTED NAME, EMAIL AND TELEPHONE OF AUTHORIZED INDIVIDUAL	Authorized to EXECUTE	Authorized to CONFIRM	Authorized to EXECUTE AND CONFIRM the same transaction (Single person authorization)

Name: Email: Telephone:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name: Email: Telephone:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name: Email: Telephone:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name: Email: Telephone:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name: Email: Telephone:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Client Name:

By: _____

Name: _____

Title: _____

Authorized Representative per Part C of the Master Resolution

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 7:45 p.m. on motion made by Edward R. Muzzulin, seconded by Matthew Peeler.

Janice McKenzie Cole, Chair

Clerk to the Board

ATTACHMENT A

**RULES OF PROCEDURE
FOR THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS**

I. APPLICABILITY

Rule 1. Applicability of Rules

These rules apply to all meetings of the Board of Commissioners of Perquimans County at which the board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law. They are intended to be consistent with all North Carolina law. Any rules that are mandated by law cannot be suspended by vote of the board. If a conflict or inconsistency arises between these rules and the law of the State of North Carolina then the North Carolina law shall control.

II. OPEN MEETINGS

Rule 2. Meetings to be open.

- (a) The public policy of North Carolina and of Perquimans County is that the hearings, deliberations, and actions of this board and its committees be conducted openly.
- (b) Except as otherwise provided in these rules and in accordance with applicable law, each official meeting of the Perquimans County Board of Commissioners shall be open to the public, and any person may attend.
- (c) For the purposes of the provisions of these rules concerning open meetings, an official meeting of the board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of board members for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business within the jurisdiction, real or apparent, of the board.

Rule 3. Closed Sessions

- (a) Notwithstanding the provisions of Rule 2, the Board may hold a closed session and exclude the public, but only upon the following circumstances:
 - (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this state or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes (N.C.G.S. 143-318.11(a) (1)).
 - (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award (N.C.G.S. 143-318.11(a) (2)).
 - (3) To consult with an attorney employed or retained by the Board of Commissioners in order to preserve the attorney-client privilege between the attorney and the Board of Commissioners. (N.C. Gen Stat 143-318.11(a) (3)).
 - (4) To discuss matters relating to the location or expansion of industries or other businesses in the county. (N.C. Gen Stat 143-318.11(a) (4)).
 - (5) To consider and take action with respect to the position to be taken by the county in negotiating the price or other material terms of an agreement for the acquisition or lease of real property. (N.C. Gen Stat 143-318.11(a) (5)).
 - (6) To consider and take action with respect to the position to be taken by the county in negotiating the amount of compensation or other material terms of an employment contract. (N.C. Gen Stat 143-318.11(a) (5)).
 - (7) To consider initial employment or appointment of an individual to any office or position, other than a vacancy in the board of county commissioners or any other public body, and to consider the qualifications, competence, performance, character, and fitness of any public officer or employee, other than a member of the board of commissioners or some other public body. (N.C.G.S. 143-318.11(a) (6)).
 - (8) To hear or investigate a charge or complaint by or against an individual, public officer or employee. (N.C.G.S. 143-318.11(a) (6)).

- (9) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct. (N.C.G.S. 143-318.11(a) (7)).
- (10) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity. (N.C.G.S. 143-318.11(a) (9)).
- (b) The Board may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this rule. In addition, a motion to go into closed session pursuant to Rule 3(a)(1) must state the name or citation of the law that renders the information to be discussed privileged or confidential, and a motion to go into closed session pursuant to Rule 3(a)(2) must identify the parties in each existing lawsuit, if any, concerning which the Board expects to receive advice during the closed session.
- (c) Unless the motion to go into closed session provides otherwise, the county manager, county attorney, and clerk to the board may attend the closed session. No other person may attend the closed session unless specifically invited by majority vote of the board.

III. ORGANIZATION OF THE BOARD

Rule 4. Organizational Meeting.

- (a) Even numbered Years. The board shall hold an organizational meeting at its regular time and place on the first Monday in December of each even-numbered year. The present chairman shall call the meeting to order and the present Board, including retiring members, shall approve the minutes of the previous meeting(s) followed by recognition of outgoing members. Newly elected members of the Board shall take and subscribe the oath of office and be inducted into office, if they have not already been sworn. The county attorney shall then preside until a chairman is elected from its members. The Board shall approve the bonds of the sheriff and register of deeds.

Rule 5. Election of the Chair

The chair and vice-chair of the board shall be elected annually by a majority of the votes cast for a term of one year and shall not be removed from the office of chair or vice-chair during the term unless he or she becomes disqualified to serve as a board member.

IV. REGULAR AND SPECIAL MEETINGS

Rule 6. Regular and Special Meetings.

- (a) Regular Meetings. The board shall hold regular meetings pursuant to a schedule adopted and published pursuant to applicable North Carolina General Statutes. Regular meetings shall be held in the Courthouse Annex. The board may change the place or time of a particular regular meeting or of all regular meetings within a specified period by resolution adopted, posted and noticed at least seven days before the change takes effect. Such a resolution shall be filed with the clerk to the board and posted at or near the regular meeting place, on the county website and copies shall be sent to all persons who have requested notice of special meetings of the board by regular United States mail or by email.
- (b) Special Meetings. The chair or a majority of board members may at any time call a special meeting of the board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person or persons calling the meeting shall cause the notice to be posted on the principal bulletin board of the county or the door of the regular meeting place if there is no principal bulletin board and delivered to the chair and all other board members or left at the usual dwelling place of each member or emailed at least forty-eight hours before the meeting and posted on the county website. In addition, the notice shall be mailed, emailed or delivered to individual persons and news organizations having requested such notice as provided in subsection (e) below at least forty-eight hours before the meeting. Only items of business specified in the notice may be transacted at a special meeting, unless all members are present or those not present have signed waivers.
- (c) Emergency Meetings. If a special meeting is called to deal with an unexpected circumstance requiring immediate consideration, the notice requirements of this rule do not apply. However, the person or persons calling an emergency meeting shall take reasonable action to inform the other members and the public of the meeting, including posting on the county website. Local news organizations having requested notice of special meetings as provided in subsection (e), below, shall be notified of such emergency meeting either by e-mail, by telephone, or by the same method used to notify board members and shall be given immediately after notice has been given to the board members. Only business connected with the emergency may be discussed at the meeting.
- (d) Work Sessions and Committee Meetings. The board may schedule work sessions, committee meetings, or other informal meetings of the board or of a majority of its members at such times and concerning such subjects as may be established by resolution or order of the board. A schedule of any such meetings held regularly shall be filed in the same place and manner as the schedule of regular meetings. Work sessions and other informal official meetings not held regularly are subject to the same notice requirements as special board meetings.
- (e) Sunshine List. Any individual and any newspaper, wire service, radio station, and television station may file a written request with the clerk to the board of commissioners for notice of all special meetings of the board. Requests by individuals must be renewed by the last day of each calendar year and are subject to a \$10.00 nonrefundable annual fee; requests by news organizations must be renewed annually by December 31 and are not subject to any fee.

Rule 7. All Meetings within the County.

All meetings shall be held within the boundaries of Perquimans County except as otherwise provided herein:

- (a) A joint meeting with the governing board of any other political subdivision of this or any other state may be held within the boundaries of either subdivision as may be specified in the call of the meeting. At any such joint meeting, this board reserves the right to vote separately on all matters coming before the joint meeting.
- (b) A special meeting called for considering and acting on an order or resolution requesting members of the General Assembly representing all or any portion of this county to support or oppose any bill pending in the General Assembly or proposed for introduction therein may be held in Raleigh or other such place as stated in the call of meeting.

Rule 8. Broadcasting and Recording of Meetings.

Except as provided in this rule, any media organization may broadcast all or any part of an official board meeting required to be open to the public. Any person may photograph, film, tape-record, or otherwise reproduce any part of a meeting that is required to be open.

V. AGENDA

Rule 9. Agenda.

- (a) The clerk to the board in cooperation with the county manager and chair shall prepare the agenda for each regular, special, and emergency meeting. A request to have an item of business placed on the agenda for a regular meeting must be received at least two working days before the meeting. Any board member may, by timely request, prior to distribution of the agenda have an item placed on the agenda.
- (b) The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda. A copy of the agenda packet shall be delivered to each board member at least seventy-two hours before the meeting and available for public inspection at the county manager's office, the library and the county website. Documents in the agenda packet, if not previously available for public inspection, shall become so when packets have been delivered to each board member or left at his or her usual dwelling or e-mailed.

- (c) The board may, by majority vote, add an item not on the agenda on findings by the majority of the board that such items could not have reasonably been placed on the agenda pursuant to normal procedures and it is essential that such business be considered at the meeting.

Rule 10. Public Address.

The clerk to the board shall include on the agenda of each regular meeting a period of no more than thirty minutes for comments from the public in attendance. The chair will first recognize individuals or groups having signed the register to be heard, and then may recognize others, subject to available time. Each speaker shall be limited to three (3) minutes of public address, unless allowed additional time by the chair. When the time set aside for informal public comments has expired, the chair will recognize further speakers only upon motion duly made and adopted.

Rule 11. Order of business.

At regular meetings, the board shall proceed to business in the following order:

- (a) Call to order and welcome.
- (b) Invocation.
- (c) Pledge of allegiance.
- (d) Scheduled Public Hearings
- (e) Adoption of agenda.
- (f) Adoption of consent agenda
- (g) Appointments/Scheduled speakers.
- (h) Commissioner Comments/Concerns
- (i) County Manager Update
- (j) Old Business
- (k) New business
- (l) Public Comment
- (m) Adjournment.

Without objection, the chair may call items in any order most convenient for the dispatch of business.

VI. CONDUCT OF DEBATE

Rule 12. Powers of the Chair

The chair shall preside at all board meetings. To address the board, a member must be recognized by the chair. The chair shall have the following powers; however in exercising these powers the chair's decision is subject to appeal and review by the full board on the motion of any member:

- (a) The rule on points of parliamentary procedure, including the right to rule out of order any motion offered for patently obstructive or dilatory purposes;
- (b) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- (c) To call a brief recess at any time;
- (d) To adjourn in an emergency.

Rule 13. Action by the Board

The board shall proceed by motion. Any member, including the chair, may make a motion.

Rule 14. Second Required

A motion shall require a second in order to be debated and acted on by the board.

Rule 15. One Motion at a Time.

A member may make only one motion at a time.

Rule 16. Substantive Motion

A substantive motion is out of order while another substantive motion is pending.

Rule 17. Adopted by Majority Vote

A motion shall be adopted if approved by a majority of the votes cast, a quorum being present, unless otherwise required by these rules or North Carolina laws. Any member of the Board who doubts the result of a vote may request that the Board be polled by roll call vote. The Clerk shall call the roll in alphabetical order, provided that for each subsequent roll call vote conducted within a calendar year the Clerk shall rotate the role so that voting will begin with the next Board member on the roll. The chair of the Board has the privilege of voting last on all such votes. A member is not allowed to pass when polled during a roll call vote unless that member has been excused from voting as provided in Rule 23.

Rule 18. Debate

The chair shall state the motion and then open the floor for debate.

Rule 19. Procedural Motions.

- (a) In addition to substantive proposals, the procedural motions listed in subsection (b) of this rule, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.
- (b) In order of priority (if applicable), the procedural motions are:
 - (1) To Adjourn. The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter. A motion to adjourn is not debatable and may not be amended.
 - (2) To Take a Recess. (Note under Rule 12 the chair also has the power to call a brief recess).
 - (3) To Call to Follow the Agenda. The motion must be made at the first reasonable opportunity or it is waived.
 - (4) To Suspend the Rules. The motion requires a vote equal to a quorum.
 - (5) To Divide a Complex Motion and Consider it by Paragraph.
 - (6) To Defer (Table) Consideration. A substantive motion whose consideration has been deferred expires one hundred days thereafter, unless a motion to revive consideration is adopted.
 - (7) To call the Previous Question. The motion is not in order until there has been at least fifteen minutes of debate and every member has had one opportunity to speak.
 - (8) To Postpone to a Certain Time or Day.
 - (9) To Refer to Committee. Sixty days after a motion has been referred to committee, the introducer may compel consideration of the measure by the entire board, regardless of whether the committee has reported the matter back to the board.
 - (10) To Amend. An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendments to a proposed ordinance shall be reduced to writing.
 - (11) To Revive Consideration. The motion is in order at any time within one hundred days of a vote deferring consideration. A substantive motion on which consideration has been deferred expires one hundred days after the deferral, unless a motion to revive consideration is adopted.
 - (12) To Reconsider. The motion must be made at the same meeting where the original vote was taken, and by a member who voted with the prevailing side. It cannot interrupt deliberation on a pending matter but is in order any time before adjournment.

(13) To Prevent Reconsideration for Six Months. The motion shall be in order only immediately following the defeat of a substantive motion. It requires a vote equal to a quorum and is valid for six months or until the next regular election of county commissioners, whichever occurs first.

Rule 20. Renewal of Motion

A defeated motion may not be renewed at the same meeting.

Rule 21. Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before the chair puts the motion to a vote.

Rule 22. Duty to Vote

It is the duty of each member to vote unless excused by a majority vote according to law. The Board may excuse a member from voting, but only upon questions involving their own financial interest or official conduct. A member wishing to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

Rule 23. Prohibition of Secret Voting

No vote may be taken by secret ballot. If the board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, when they may be destroyed.

Rule 24. Action by Reference

The board shall not deliberate, vote, or otherwise act on any matter by reference to an agenda or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted on.

Rule 25. Introduction of Ordinances, Resolutions, and Orders

A proposed ordinance shall be deemed introduced at the first meeting where it is on the agenda and a motion for its adoption or approval is made by a member of the board; its introduction shall be recorded in the minutes.

Rule 26. Adoption, Amendment, or Repeal of Ordinances

To be adopted at the meeting at which it is first introduced, an ordinance or any action having the effect of an ordinance (except the budget ordinance, any bond order, or any other ordinance on which a public hearing must be held before the ordinance may be adopted) must receive the approval of all the members of the board of commissioners. If the ordinance is approved by a majority those voting but not by all the members of the board, or if the ordinance is not voted on at that meeting, it shall be considered at the next regular meeting of the board. If it then or at any time thereafter within 100 days of its introduction receives a majority of the votes cast, a quorum being present, the ordinance is adopted. This rule is consistent with and identical to N.C.G.S. § 153A-45 and shall be deemed amended by any legislative amendment to N.C.G.S. § 153A-45.

Rule 27. Budget Requests

New request for expenditures made outside the budget process cannot be approved at the first meeting where it is requested.

Rule 28. Quorum

A majority of the board membership shall constitute a quorum. The number required for a quorum is not affected by the vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members, he or she shall be counted as present for the purposes of determining whether a quorum is present. The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody. This rule is consistent with and identical to N.C.G.S. § 153A-43 and shall be deemed amended by any legislative amendment to N.C.G.S. § 153A-43.

Rule 29. Public Hearings

Public hearings may be required by law or deemed advisable by the board. The Board shall impose rules regarding the length of time allotted to each speaker and designating representatives to speak for large groups. At the appointed time, the chair shall call the hearing to order and preside over it. When the allotted time expires, the chair may briefly extend the time, may declare the hearing ended and the board shall resume the regular order of business, or may continue further comment until later in the agenda.

Rule 30. Quorum at Public Hearings

A quorum of the board must be present at all public hearings required by law.

Rule 31. Minutes

Minutes shall be kept of all board meetings.

Rule 32. Appointments

The board shall use the following procedure to make appointments to fill vacancies in the board itself or in other boards and public offices over which the board has power of appointment. Appointments may be placed on the consent agenda; however, should the item be placed on the regular agenda, or any Board member removes an appointment from this section of the agenda for placement on the regular agenda, the following procedure will be followed:

The chair shall open the floor to nominations, whereupon the members shall put forward and debate names of possible appointees. After the debate, the chair shall call the roll of the members, and each member shall vote. The votes shall be tallied until each member has voted. Each vote shall be decided by a majority of the valid ballots cast (a majority is determined by dividing the number of valid ballots cast by two and taking the next highest whole number). It is the duty of each member to vote for as many appointees as there are appointments to be made, but failure to do so does not invalidate that member's ballot.

Rule 33. Quasi-Judicial Proceedings

(This section is reserved for Quasi-Judicial Procedures)

Rule 34. Reference to Robert's Rules of Order

Reference to Robert's Rules of Order. To the extent not provided for in and not conflicting with the spirit of these rules, the chair shall refer to Robert's Rules of Order to resolve procedural questions.

Adopted by the Board of Commissioners this the 7th day of March, 2016.

Mary P. Hunnicutt
Clerk to the Board of Commissioners