

**MONDAY-6:45 P.M.**

**JANUARY 30, 2012**

**JOINT CITY/COUNTY**

The City Council of the City of Elizabeth City and the Commissioners of Pasquotank County held a joint meeting on the above date and time in the Educational Rooms at the Albemarle Hospital. Those attending were: Mayor J. W. Peel, Mayor Pro Tem L. A. Hummer, Counselors J. M. Baker, M. E. Brooks, R. T. Donnelly, L. M. Hill-Lawrence, K. K. Spence, J. A. Stimatz, J. B. Walton, City Manager R. C. Olson, City Clerk D. S. Pierce-Tamplen, City Attorney W. H. Morgan, Assistant Fire Chief M. Cartwright, Police Chief C. E. Crudup, Commissioners: L. E. Griffin, B. Trueblood, C. Perry, G. White, J. Dixon, J. Winslow, County Manager R. Keaton, Assistant County Manager R. Bunch, County Attorney M. Cox, County Clerk K. Jennings, County Finance Officer S. Small and Sheriff R. Cartwright.

Mayor Peel called upon Commissioner Perry for the invocation after which the Pledge of Allegiance was given. Dinner was enjoyed by those presented.

Mayor Peel established a quorum was present and called the meeting to order at 6:30 p.m. He welcomed those attending.

**1} AGREEMENT - RESPONSIBILITY FOR MENTAL COMMITMENTS:**

Mayor Peel called upon Shelia Davies, Project Director for Telepsychiatry with Albemarle Hospital Foundation. She is going to give us a presentation regarding this item on our agenda.

Ms. Davies informed the members that Albemarle Hospital received a grant from the Duke Endowment at the end of 2010 for the implementation of Telepsychiatry in the University Health System (UHS) Hospital Emergency Departments. It is a behavioral health intervention project for eastern and northeastern North Carolina. This project will establish Telepsychiatry in six UHS hospitals. Telepsychiatry is the use of two-way, real time-interactive audio and video, run on a secure private network meeting all confidentiality standards between places of lesser and greater psychiatric expertise to provide and support psychiatric care. This project emerged as a result of high emergency room admissions related to behavioral health issues and extended length of stays, ranging from many hours to multiple days. The result was increased expenses for hospitals and patients experiencing long delays in receiving specialized mental health and substance abuse treatment. This project is modeled after a similar one in South Carolina which has already resulted in a 50 percent reduction in emergency department length of stays since implementing their

Telepsychiatry program. Albemarle Hospital has the largest volume of behavioral health patients admitted to the emergency department. She went over the statistical information that they have put together.

Mayor Peel recognized Mr. Olson for comments.

Mr. Olson stated included in the memo that was sent to you prior to the meeting is that over the last six months there has been a great deal of friction between the Police Department, Sheriff Department and the Magistrates' Court System concerning how to handle the involuntarily commitments. He has met with the Sheriff and Magistrate and we had our attorney get involved in this. Subsequently we came up with a Memorandum of Understanding that you have in front of you. He hit the highlights of the MOU. What is included in the MOU is if an individual is in custody whoever the agency that put that individual in custody is responsible to come to the hospital and sit with that individual until they are transported by the County to a mental health facility. If an individual is not in custody but is taken to the hospital the City will be responsible for involuntary commitments of those residing within the City limits and the County will be responsible for those individuals that reside in the County outside the corporate city limits for providing an officer to watch those individuals. Because we have a regional hospital we do tend to be a dumping ground for a number of individuals. We get a lot of people from the Outer Banks who are out here on vacation. We have also two adjacent counties. What we have decided to do in this MOU is we will have an agreement that we do that on a rotating basis. Central Communications will be responsible for keeping track of who is up on the call sheet.

Several revisions were suggested and it was the consensus of the City Council to have City Manager Olson and County Manager Keaton get together and make the revisions mentioned tonight and then bring it back before the City Council for consideration at their next regular meeting that will be held on February 13, 2012.

## **2} FIRE CONTRACT:**

Mayor Peel called upon Mr. Olson for comments.

Mr. Olson stated the City and the County have had an agreement for what is called the Central Fire District for a number of years. In 2010 we did change the geographic boundaries of the Central Fire District. The contract which expires at the end of this fiscal year had one of the provisions of the contract was for the County to give notice of their intention to renew the contract at the end of 2011. Subsequently we have had some meetings with the County concerning certain revisions to the agreement. Most of the changes are directly related to those

changes in the geographic boundaries of the Central Fire District which both units have approved in 2010. The main section of the agreement is section four which deals with the compensation the County is to pay the City for providing services in the Central Fire District outside of the corporate city limits. Right now the City residents receive a \$2.00 more per capita than the County residents for fire protection. That is because the County due to financial reasons has had to defer the purchase of some fire trucks to the rural fire departments which would have tighten that gap up. Historically, there has been a 5% increase annually to the cost for fire protection with the Central Fire District, paid by the County to the City. However, the County is requesting us to hold the amount of the contract for this coming fiscal year to \$346,550 and a 3% increase for fiscal year 2013/2014; and a 5% increase for the fiscal year 2014/2015 which would be \$374,794. The Finance Committee did discuss this item and are recommending to City Council to approve the Agreement for the Central Fire District.

***A motion was made by Councilman J. A. Stimatz, seconded by Councilman M. E. Brooks to execute the Contract for Provision of Fire Protection Service between the City of Elizabeth City and the County of Pasquotank to be effective July 1, 2012. Those voting in favor of the motion were: Stimatz, Brooks, Baker, Donnelly, Hill-Lawrence, Hummer, Spence and Walton. Against: None. Motion carried.***

County Commissioner made a similar motion and it carried.

### **3} INTER LOCAL AGREEMENT - EMERGENCY MANAGEMENT:**

Mayor Peel called upon Mr. Olson for comments.

Mr. Olson stated this item has been discussed two or three times at our Joint City/County meetings. He sent out Friday some proposed changes to the Emergency Management Agreement that the County is requesting. Right now we do not have an agreement for emergency management services. Historically, what we do is we pay those services at the same pro rated share as what we do for Central Communications. The ratio is 48% Pasquotank County, 32% Elizabeth City and 20% Camden County. We put in the terms for renewals of the agreements which you can see would be for a ten year period. In addition it dealt with who should serve as the Pasquotank County/Elizabeth City control group which is what we have been operating under for about a decade. Also, included are some issues concerning service quality and conditions in case there is a disagreement, how do we resolve those.

County Manager Keaton stated his Board had discussed this in the past and we have never had an actual agreement for emergency management. It has been

under the same agreement as Central Communications. In the agreement that the City is proposing he went back and made the changes to have this contract and the Central Communications Contract mirror the Recreation Contract which did not have the standards format. It basically says the Parks should be managed and operated by the County with budget development and funding provided by both County and City. The Emergency Management Department has not had an advisory board as it is a single person department where the Central Communication does have an advisory board. The only time the Control Group is in play is in an emergency and the group comes together and declares a state of emergency and then issues whatever order is associated with a State of Emergency. Since the original proposal from the City is for a ten year term and he had a conference call this afternoon about having this term mirror the Fire Contract and just have a three year contract so that all the contracts would expire at the same time. We can keep up with them better that way.

Councilman Stimatz stated he doesn't remember seeing anything in our last budget for emergency management. This is a County function and he has questions about why we are paying anything for a County function. When you talk about the facility for capital needs, this is a one person operation and he is not sure what facility is meant. He knows where the office is and the nice vehicle that is driven around. You say we are going to pay 50%, well 50% of what? He has never seen a budget. He would like to know what our portion of the operating expenses is. He feels that he is a resident of the County and therefore he is being taxed twice on this issue.

Mayor Peel stated it appears to him that the first thing the City needs to do is decided if we want to be a part of this item. If we decide that we do then we need to be a part of this small group. We need to put together something that we all can agree on and not have this conversation for the sixth time.

***A motion was made by Mayor Pro Tem L. A. Hummer, seconded by Councilwoman J. M. Baker to table action on this Agreement and place it on the next City Council agenda for consideration at the next Joint City/County meeting on April 30, 2012. Those voting in favor of the motion were: Hummer, Baker, Brooks, Donnelly, Hill-Lawrence, Spence, Stimatz and Walton. Against: None. Motion carried.***

#### **4} INTERLOCAL AGREEMENT – CENTRAL COMMUNICATIONS:**

Mayor Peel called upon City Manager Olson for comments.

Mr. Olson advised that in July 1989 the City of Elizabeth City, Pasquotank County and Camden County adopted a joint resolution establishing the procedures for

the establishment of a Central Communications System. The system was established on August 1, 1990. The 1989 resolution provided for the operating expenses of the system to be funded within the Pasquotank County budget. The City and Camden County are billed for their portion of the expenses on a quarterly basis according to the following formula: Pasquotank County 48%, Elizabeth City 32% and Camden County at 20%. The 1989 resolution was amended in 1992. Some of the provisions in the 1992 agreement are outdated, such as the location of the facility. In addition, there is no mention of Emergency Management being included under the 1992 agreement. The City is budgeted to spend \$340,000 this fiscal year. When this was brought up there were some concerns about quality of service and conditions and whether or not we need to incorporate any kind of inter local agreement. Some type of remedy if there is a disagreement among the entities. At that particular time it was determine to be a resident's bill of rights when it came to Central Communications issue. Based on that city staff drafted an Interlocal Agreement and subsequently the County provided a response back late Friday afternoon. What we originally provided to the County last week we request that the County in the operation of the Central Communication system use best practices in the industry, not delineating any type of performance standards, just whatever the best practices are. Then the Central Communication Advisory Board would develop measurable performance standards, a way to bench mart the operation of that entity and that they would respond back to all three entities with how they did on the benchmarks that were established. There is a section concerning if there are disputes and how we go about settling those issues. Included is some wording that is very similar to the Recreational Contract when it comes to them providing a budget to the City by April 1<sup>st</sup> of each year. We would have until June 30<sup>th</sup> to approve that budget.

County Manager Keaton stated his board takes the position that the original Interlocal agreement that was adopted when 911 was first created in 1990 was the governing structure for the Central Communications Department. An Interlocal agreement basically says the same thing that is provided by that resolution. It just restates what is in the resolution.

***A motion was made by Councilman J. A. Stimatz, seconded by Councilman M. E. Brooks to table action on this item pending the results of the Joint City/County Agreement development working group that is made up of Council and Commissioners. Those voting in favor of the motion were: Stimatz, Brooks, Baker, Donnelly, Hill-Lawrence, Hummer, Spence and Walton. Against: None. Motion carried.***

***A motion was made by Councilman J. B. Walton, seconded by Councilman M. E. Brooks to have Mayor Peel appoint a small***

***Committee, outside of the Advisory Committee, to work on an Interlocal Agreement for Central Communications and Emergency Management. Those voting in favor of the motion were: Walton, Brooks, Baker, Donnelly, Hill-Lawrence, Hummer, Spence and Stimatz. Against: None. Motion carried.***

**5} COMMENTS:**

Chairman Griffin stated last week the City Manager, Assistant County Manager and a number of others participated in the Highway 17 By-pass Strategic Planning. It seems that the Colonel in charge of DOT left out Highway 17 as part of their Master Plan. There is still 50 miles left. He talked to Jerry Jennings about trying to get support by resolution both from the City and the County to try to get us back in the Master Plan.

Councilman Brooks stated he had no further comments.

Councilman Stimatz reminded everyone of the Chamber's Annual Meeting to be held at the K. E. White Center tomorrow night.

Mayor Pro Tem Hummer stated she had no further comments.

Councilman Walton said the hold up on the 911 has been the contract. He thinks we took a step forward by putting a time frame on it. The more we work together on certain issues the better off we will be as a City.

Councilman Spence stated this was his first joint meeting and he has found it to be very exciting and interesting.

Councilwoman Baker stated she would like to throw out the possibility of merging our two units of government. She feels that it is time that we look into merging again. We have put Parks and Rec together and it has worked out great. Charlotte has tried it and it worked out fine for them. There are a lot things that we could save money on if we were to merge. She would like to see it get going again.

Councilwoman Lawrence stated she would like to thank Mr. Winslow for making that comment in terms of letting the boards that are in place do their jobs.

Councilman Donnelly commended the Albemarle Hospital, Police Department and Sheriff's Department for dealing with the mentally challenge. He does agree with Jean on the merger issue.

Mayor Peel stated he thanked the County for attending tonight as well as the staff that are in attendance.

**6} ADJOURNMENT:**

There being no further business to come before the Council at this time, Mayor Peel entertained a motion for adjournment.

***A motion was made by Mayor Pro Tem L. A. Hummer, seconded by Councilwoman J. M. Baker to adjourn the meeting. Those voting in favor of the motion were: Hummer, Baker, Brooks, Donnelly, Hill-Lawrence, Spence, Stimatz and Walton. Against: None. Motion carried.***

Mayor Peel adjourned the meeting at 8:18 p.m.

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Dianne S. Pierce-Tamplen, MMC  
City Clerk

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Joseph W. Peel  
Mayor