

SPECIAL CALLED MEETING AGENDA

All items are for discussion and possible action.
Perquimans County Board of Commissioners
Perquimans County Library Program Room

August 10 , 2026

7:00 p.m.

- I. Call to Order**
- II. Prayer & Pledge**
- III. Approval of Agenda**
- IV. Special Called Meeting**

The purpose of the Special Called Meeting is to discuss a Resolution and a Contract for Legal Services.

- V. New Business**

- A. Resolution for Mixed Beverages and a County ABC Store for Election Ballot

- B. Contract for Legal Services

- VI. Adjournment**

NOTES FROM THE COUNTY MANAGER

May 18, 2026

7:00 p.m.

Special Called Meeting

The purpose of the Special Called Meeting is to discuss a Resolution and a Contract for Legal Services.

- A.** Resolution for Mixed Beverages and a County ABC Store for November 2026 Election Ballot
- B.** Contract for Legal Services with Gallop Law Firm, PLLC

**RESOLUTION REQUESTING THAT THE ISSUES OF A MIXED
BEVERAGE ELECTION AND A COUNTY ABC STORE ELECTION BE
PLACED ON THE BALLOT FOR THE NOVEMBER 3, 2026 ELECTION
FOR PERQUIMANS COUNTY, NORTH CAROLINA**

WHEREAS, there presently exists an Alcohol Beverage Control Board which serves the Town of Hertford, North Carolina and Perquimans County, North Carolina under the name of Hertford ABC Board; and

WHEREAS, the sale of mixed beverages is currently not allowed in Perquimans County, and there is not an ABC store, outside of the corporate limits of the Town; and

WHEREAS, the Perquimans County Board of Commissioners have determined that it is in the public interest to place a mixed beverage election and a County ABC Store election on the ballot for the November 3, 2026 election for Perquimans County, North Carolina and respectfully request that the Perquimans County Board of Elections place a mixed beverage election and ABC Store election on the ballot for the November 3, 2026 election for Perquimans County, North Carolina pursuant to the provisions of N.C.G.S. § 18B-602(g) and (h) and § 18B-603(c) and (d).

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Perquimans County, North Carolina, the governing body of Perquimans County, North Carolina, does hereby formally request that the Perquimans County Board of Elections place a mixed beverage election and a County ABC Store election on the ballot for the November 3, 2026 election for Perquimans County, North Carolina pursuant to the provisions of N.C.G.S. § 18B-602(g) and (h) and § 18B-603(c) and (d).

Adopted this the 10th day of August, 2026.

COUNTY OF PERQUIMANS

By: _____

Wallace Nelson, Chairman

ATTEST:

Rebecca Corprew, Clerk

NORTH CAROLINA
DARE COUNTY

This instrument has been preaudited in the manner required by the Local Government Budgets and Fiscal Control Act.

County of Perquimans, Finance Officer

CONTRACT FOR LEGAL SERVICES

This Agreement for the employment of legal counsel for specific services is entered into the _____ day of _____, 2026, by and between the County of Perquimans, North Carolina, a county existing pursuant to the laws of the State of North Carolina (the "County"), and Gallop Law Firm, PLLC (the "Law Firm") and is effective as of the 5th day of August, 2026.

RECITALS

1. The County is in need of the legal counsel for specific services (the "Specific Services") related to the representation of the County regarding the lease of property to The Boys and Girls Club of the Albemarle (the "Lease"). The Specific Services may include, but are not limited to: (i) reviewing, editing and negotiating the Lease (ii) advising the County regarding the Lease; (iii) appearing at meetings and hearings as necessary; (iv) research and analysis of historical, factual and legal issues; and (v) taking such other actions deemed necessary by the Law Firm in order to support the representation of the County.
2. The Law Firm desires to be engaged to represent the County for the Specific Services.
3. The Law Firm is not being engaged to be the primary County Attorney for the County, and in no way will be representing the County beyond the Specific Services related to this agreement.
4. The parties desire to memorialize their agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. **Term of Engagement:** It is the agreement and understanding of the parties, that the position of legal counsel for specific purposes is an appointed position and may be

terminated at will by the County's Board of Commissioners or the Law Firm provided, however, Law Firm shall not cease employment in such a manner as to prejudice any legal positions, whether by litigation or otherwise, that the County may be maintaining through the Law Firm. In this regard, the Law Firm shall not withdraw from any litigation, negotiations, drafting or the like without the specified permission of County, if to do so would prejudice County's position.

2. **Services:** Law Firm shall provide to the County such legal services as the County requires and requests with regard to the Specific Services.

3. **Independent Contractor Status:** Law Firm offers its services as an independent contractor and County has no liability for payment of any benefits that would normally accrue to its employees by virtue of their employment with the County.

4. **Reimbursement and Billing:** Law Firm shall invoice and shall be reimbursed by the County as follows:

- a. The hourly rate for all legal services performed by any attorney of the Law Firm on behalf of the County shall be \$350.00 per hour. All services performed by any paralegal or law clerk of the Law Firm shall be billed at \$140.00 per hour. Law Firm shall submit invoices to the County indicating all work performed and expenses incurred. County shall pay Law Firm for the invoiced work and expenses incurred. All statements are due upon receipt. All amounts not paid within thirty days of the billing date are subject to late charges on the outstanding balance at the rate of 1-1/2% per month. All payments received from the County will be applied first to any late charge due.
- b. Billable time will be charged in tenths of hours and will be rounded up to the nearest one-tenth of an hour. All expenses the Law Firm incurs or advances in connection with providing legal services will be invoiced at the Law Firm's customary rates. All variable expenses will be billed according to the actual amount of the expense. Examples of variable expenses are recording fees, filing fees, court costs and deposition expenses.
- c. Travel expenses incurred shall be invoiced at customary travel expense rates of the Law Firm. Travel time incurred shall be billed at the hourly rate stated above.
- d. As changes in the scope of the representation develop, the Law Firm may require an evergreen fee deposit or may adjust billing procedures according to the scope of the representation then agreed upon with the County.

5. **Expectations:** Law Firm recognizes the need of the County for accessibility and prompt service. To this end, it shall be the obligation of Law Firm to diligently return phone calls, be available upon request, and otherwise meet reasonable deadlines imposed by the County. Benjamin M. Gallop, a partner of the Law Firm, shall be primarily responsible for providing the requisite services to the County. However, the County understands it is hiring the Law Firm as opposed to an individual attorney. In the event of Mr. Gallop's unavailability, the County may seek advice from other attorneys within the Law Firm who will provide the services under this Agreement. The County understands that the Law Firm cannot guarantee any results and that litigation could require a significant expenditure. The County recognizes and understands that the Law Firm may need information from the County and access to documents and information, the Board of Commissioners, County officials and employees on occasion, and the County agrees to provide such to the Law Firm in a timely and complete manner.

6. **Organization and Access to Services:** Law Firm represents the County and not the County's individual commissioners, the Sheriff, administration, staff, employees, contractors or other agents. However, unless requested or instructed to do so by the County, the Law Firm shall be assigned legal tasks by the County Manager or his designee and shall report to the County Manager or his designee as to the progress and status of legal matters under this agreement.

7. **Non-exclusive Obligation:** It is agreed and understood that Law Firm is a private law firm with a substantial and varied practice. Nothing herein shall be construed as to prohibit the Law Firm from continuing to serve its other clients and promote its practice outside representation of the County.

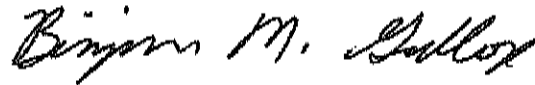
8. **Conflict of Interest:** During its representation, Law Firm shall not undertake any new representation in conflict with its limited representation of the County. In the event a conflict of interest is discovered, the same shall immediately be reported by Law Firm to the County Manager. On behalf of the County, the County Manager may approve or consent to representation which raises a potential for conflict, if such consent is allowed under the North Carolina State Bar's ethics rules. If the conflict is ethically irreconcilable, the Law Firm shall not represent either the County or its other client in a controversy arising between them or in any way that is barred by the North Carolina State Bar's ethics rules.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY OF PERQUIMANS

By: _____
Printed Name: _____
Title: _____

GALLOP LAW FIRM, PLLC



By: _____
Benjamin M. Gallop, Partner