

Alleghany County Board of Commissioners

348 South Main Street
Post Office Box 366
Sparta, NC 28675
Tel: (336) 372-4179

County Commissioners

Bill Osborne
Mark Evans
Bobby Irwin
Larry Prince
John U. Irwin, Jr.

County Manager
Michael L. Carter

Clerk to the Board
Drew Temple

County Attorney
Donna Shumate

AGENDA

Monday, October 5, 2020

6:00 pm

- 6:00 Meeting called to order
Pledge of Allegiance and invocation
Approval of agenda
- 6:05 **Public Comments:** Citizens are encouraged to comment at this time on any item(s) requiring the attention of the Commissioners. Guidelines for public comment are posted in the meeting room; please use the sign-up sheet provided.
- A. 6:20 **General Business**
- i. Inmate insurance renewal (pages 1-5)
 - ii. Fire Services contract (pages 6-10)
 - iii. Telephone RFP revisions (pages 11-15)
 - iv. Alleghany Arts Council grants committee letter (page 16)
 - v. Revised CRF Interlocal Agreement (pages 17-21)
 - vi. Resolution in support of the Town of Sparta proposed safety package for Hwy 18 and Sparta Parkway
 - vii. Billing practices and payments
- B. 6:50 **County Manager Comments**
- a. September building inspections report (page 22)
- C. 7:00 **County Commissioner Comments**
- D. **Request for Closed Session Pursuant to G.S. 143-318.11.(a)-(6) Personnel**
- E. **Adjourn**

**APPLICATION AND SCHEDULE FOR
EXCESS LOSS INSURANCE**

**GERBER LIFE INSURANCE COMPANY
WHITE PLAINS, NY 10605**

Application is hereby made to the Gerber Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

-
1. Contract Number: GER-P16-920R
-
2. Contractholder: Alleghany County NC Detention Center
-
3. Address: 40 Alleghany Street
City: Sparta State: NC Zip Code: 28675
-
4. Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) to be included (list legal name and addresses):
None
-
5. Name and Address of Designated Third Party Administrator:
Consociate Group, 111 East Decatur Street, Decatur, IL 62525
-
6. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):
25 Composite
- 6.(a) Eligible employees: 25 Composite
-
7. **GENERAL SCHEDULE OPTIONS:**
- (a) Contract Period 09/15/2020 to 09/14/2021
Effective date Termination date
- (b) *Disabled Persons are are not covered.
*Retired Employees are are not covered.
*Cobra Continuees are are not covered.
*(required to be disclosed)
- (c) Aggregate Benefit Yes No
Benefit Period: Employee Benefit Plan expenses must be
Incurred from N/A through N/A, and
Paid from N/A through N/A
Claims Incurred prior to the Contract Effective Date are limited to: N/A
Claims Paid after the end of the Contract Period are limited to: N/A

7. **GENERAL OPTIONS: (Continued)**

Aggregate eligible expenses include:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Medical | <input type="checkbox"/> Prescription Card Service |
| <input type="checkbox"/> Dental Care | <input type="checkbox"/> Weekly Disability Income |
| <input type="checkbox"/> Vision Care | <input type="checkbox"/> Other |

Aggregate Monthly Factors:

	<u>Medical</u>
Composite	N/A

Aggregate Payable Percentage (excess of Deductible)	<u>N/A</u>
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Maximum Eligible Claim Expense Per Covered Person:	<u>N/A</u>
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Minimum Aggregate Deductible:	<u>N/A</u>
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Maximum Aggregate Benefit (excess of Deductible):	<u>N/A</u>
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Optional Benefits

- | | | |
|--|------------------------------|--|
| i. Monthly Aggregate Accommodation | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| ii. Aggregate Terminal Liability | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| iii. Blended Aggregate Accommodation | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| iv. Blended Aggregate Terminal Liability | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

(d) Specific Benefit Yes No

Medical Only Medical & Prescription Drug Only

Benefit Period: Employee Benefit Plan expenses must be
 Incurred from 9/15/2020 through 9/14/2021, and
 Paid from 9/15/2020 through 3/14/2022

Claims Incurred prior to the Contract Effective Date are limited to:	<u>N/A</u>
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Claims Paid after the end of the Contract Period are limited to:	<u>N/A</u>
--	------------

Specific Deductible (per person):	<u>\$10,000</u>
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Specific Payable Percentage (excess of Deductible):	<u>100%</u>
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Maximum Specific Benefit per person in excess of Specific Deductible:	<u>\$240,000</u>
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Aggregating Specific Deductible:	<u>N/A</u>
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Optional Benefits

- | | | |
|--|---|--|
| i. Advance Funding for Specific Excess Loss: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii. Terminal Liability Option included: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

8. **PREMIUMS:**

(a) Aggregate Premium			
	Premium Per Month Per Unit:		<u>N/A</u>
	Minimum Annual Aggregate Premium		<u>N/A</u>
Monthly Aggregate Accommodation			
	Premium Per Month Per Unit		<u>N/A</u>
	Annual Premium in Advance		<u>N/A</u>
Aggregate Terminal Liability			
Blended Aggregate Terminal Liability			
	Premium Per Month Per Unit		<u>N/A</u>
(b) Specific Premium			
	Premium Per Day Per Inmate	Composite	<u>\$1.28</u>
	Minimum Monthly Specific Premium		<u>\$876.00</u>
	Minimum Annual Specific Premium		<u>N/A</u>
	Advance Funding for Specific Excess Loss		<u>Included</u>
	Specific Terminal Liability		<u>N/A</u>

9. **SPECIAL RISK LIMITATIONS:**

Specific County must remit premium for a minimum of 25 inmates per day.

The excess insurance contract will be issued when the application for excess insurance is approved and when all required documents have been received and accepted.

Coverage for mental and nervous disorders, HIV, substance abuse and maternity coverage are excluded.

Excess loss coverage will begin once the inmate has been booked and incarcerated as defined in the Statement of Inmate Medical Benefits.

Aggregate None

10. **IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:**

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the requested Effective Date.
- (b) Applicant has provided full disclosure of all information requested by the Company and has, to the best of its knowledge and belief, complied fully with all disclosure requirements.
- (c) If Applicant is electing coverage for disabled and/or retired persons, only those who have been disclosed to The Company will be covered.
- (d) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until:
 - (1) if an employee, he or she returns to active, full-time employment for at least one (1) full working day; or
 - (2) if a dependent or Cobra Continuee, he or she is able to perform the normal functions of a person of like sex and age.
- (e) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Insured.
- (f) The Contract, if issued, may be void, if, whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
- (g) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Gerber Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
- (h) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
- (i) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each Contract Month during the Contract Year.

11. **IT IS FURTHER UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION THAT:**

- (j) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (k) Oral statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (l) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Fraud Warning Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud.

Dated at _____ this _____ day of _____, 20____

Signed Licensed Agent

Print Licensed Agent Name

Agent Tax ID

Agent License Number and Issuing State

Dated at _____ this _____ day of _____, 20____

Signed for the Applicant/Policyholder

Printed Name and Title

ACCEPTANCE

Dated at _____ this _____ day of _____, 20____

Accepted on behalf of the Company by

Print Name and Title

NORTH CAROLINA

ALLEGHANY COUNTY

FIRE SERVICES CONTRACT

THIS CONTRACT made and entered into this the ____ day of September 2020, by and between Alleghany County, a North Carolina body corporate and politic, (hereinafter "County") and Cherry Lane Volunteer Fire Department, Inc., (hereinafter "the VFD").

WITNESSETH:

WHEREAS North Carolina General Statute §153A-233 empowers the Alleghany County Board of County Commissioners to provide for the organization, equipment, maintenance, and government of incorporated non-profit fire departments; and

WHEREAS the Alleghany Board of Commissioners has determined that it is necessary for the protection of the citizens of Alleghany County and their property to encourage and financially aid in the equipment, maintenance, and government of fire departments in the county in order that these departments can protect public school buildings, county buildings, private homes and business property within the County; and

WHEREAS the Alleghany Board of Commissioners has recently enacted a fire tax for funding county fire service districts pursuant to North Carolina General Statute §153A-301(a)(2); and

WHEREAS the VFD desires to provide such services in its fire district; and

WHEREAS The VFD desires to accept funds collected pursuant to the fire tax.

IT IS, THEREFORE, for and in consideration of the mutual covenants contained herein, contracted and agreed as follows:

1. Purpose. Beginning fiscal year 2020-2021, the County agrees to offer financial assistance to the VFD for the purchase of equipment, for the operating or maintenance expenses of the fire station.
2. Fire Tax Rate. The Alleghany Board of Commissioners shall set a rate for the fire tax in each of the five (5) fire service district based on the needs of the VFD as submitted to the County as part of the budget process each fiscal year. The rate shall not exceed the fire tax rate allowed by North Carolina General Statute.

3. Calculation of Fire Tax Payment. The County will pay to the VFD the amount of money collected based on the tax rate in effect in the fire district which the VFD serves based on the property values on January 1 of each year.

4. Timing of Payments. The payments to each fire department qualifying for financial assistance pursuant to the terms herein shall be paid quarterly on or before the tenth day of the month following the end of the calendar quarter.

5. Permissible Use of Funds. Funds paid pursuant to this contract shall only be used for the purchase of equipment or for the operating or maintenance expenses of the fire station. No individual fireman or group of firemen shall individually receive any pay or remuneration from the quarterly payment herein provided for services rendered as volunteer firemen. This contract specifically does not restrict funds the VFD obtains from any source other than the County.

6. Obligations of the VFD. The VFD shall provide fire-fighting services pursuant to these guidelines:

(A) The VFD shall be incorporated under the laws of the State of North Carolina as a non-profit corporation. The VFD shall make all necessary filings with the Secretary of State as required to maintain active status as a corporation. The VFD shall make all necessary filings, if so required, with the North Carolina Department of Revenue and the Internal Revenue Service in a timely manner.

(B) The VFD shall have a fire chief, an assistant fire chief, and other necessary officers and men, with a minimum of 15 active members, or such other number as North Carolina Fire Insurance Rating Bureau shall require. A list of all members and their addresses and telephone numbers must be given to the Fire Commissioners on or before January 1 of each year.

(C) All active or retired members of the VFD in good standing shall have some identification, such as a card, badge, hat or car plate to identify them as "bona fide firemen." No one other than an active or retired member of the department in good standing shall be allowed to have this identification in his possession.

(D) The VFD shall have as minimum equipment, that equipment specified by the North Carolina Fire Insurance Rating Bureau as necessary for Grade 9-A Communities. The equipment shall be kept in good condition and operative at all times. The Alleghany Fire Commission shall have the authority to accept minor deviations from the specified equipment when such minor deviation will not affect the ability of the department to fight fires and will not endanger the well-being of the firefighter who utilizes the equipment.

(E) The VFD shall carry out an organized training program which shall be specified by the Alleghany Fire Commission. The training program shall include the training and qualifying of fire truck drivers. The VFD shall participate in a minimum of one drill each year, and each fire truck shall be checked at least once each week.

(F) The VFD shall also carry workmen's compensation insurance on its active members, in order to provide those members with the benefits of the Workmen's Compensation Act.

(G) The fire chief of the VFD is responsible for stressing safety throughout the department and all phases of the department's activities. Emphasis shall be placed on the safe driving of the firemen's own automobiles to the scene of a fire, as well as on safe practices while fighting a fire. Only qualified drivers shall drive any vehicles owned by the fire department. Drivers shall drive with caution at all times, and they shall allow no one but active members of the fire department to ride in fire department vehicles when on a call to a fire or other emergency. When a fire department vehicle is being used in a parade or a community event or activity, non-members may ride in fire department vehicles.

(H) All fire calls must go through Alleghany Dispatch. Using current technology, Dispatch will notify all fire departments pursuant to the mutual aid agreement to dispatch adjacent departments on reported structure fires.

(I) The fire chief or department officer within whose area the fire is being fought will be the final authority at the scene of the fire, or where a fire occurs in an area outside of the area of any organized department, the fire chief or department officer of the department first arriving at the scene of the fire shall be the final authority. A fire chief or department officer, otherwise responsible, may grant permission to another person more qualified to assume the direction of fighting the fire, or dealing with the emergency, if such other person is willing to accept the responsibility. In such cases, other persons working under the direction of the fire chief or department officer shall be immediately informed of the change of authority.

(J) The fire chief, or the senior officer of the department having responsibility present at the scene, shall make a full investigation of each fire to determine, if possible, the cause of the fire. If any evidence of arson is discovered, the Chair of the Fire Commission, and other local and state authorities, shall be notified.

(K) The VFD shall be responsible for keeping adequate and accurate records of all fire calls, as well as other records and reports as may be required by all state, local, or federal agencies. The fire chief shall also be responsible for filing with the Chair of the Fire Commission any additional reports which are required by the Fire Commission or by the North Carolina State Fire Marshall's Office. The VFD shall follow all local, state, and federal laws and regulations.

(L) The fire chief of each fire department shall submit to the Alleghany County Manager a financial report which shall include a line ledger of all revenue and all expenses. The first such report shall be due by January 31, 2021. Thereafter, the reports shall be due by April 1st of each year.

(M) The VFD shall submit a plan to the Alleghany Fire Commission by July 1, 2021, of how the department will work to reduce its fire rating. The VFD shall submit a written report to the County Manager of its progress in achieving the fire rating reduction by January 31st and August 31st of each year until the goal is achieved.

(N) The VFD shall designate a traffic section, composed of at least two members, who shall be trained in the proper handling of traffic. There shall be three (3) safety officers appointed in each fire department.

7. Mutual Aid. The VFD shall, by mutual agreement with the other four VFDs within the County, and utilizing the fire district maps acquired by the County, determine the areas which it will give basic fire protection and will solicit donations. The Fire Commission and the Board of Commissioners shall resolve any disagreements. For those departments that may be approved for insurance rate reductions, the area of basic fire protection shall be determined with reference to the requirements of the North Carolina State Fire Marshall.

8. Annual Budget. The VFD shall prepare an annual budget request to the County Manager on a schedule established by the County Manager, but no later than May 15th of each year. The County Manager will consider the VFD's previous year's IRS Form 990 in preparing the budget.

9. No Sub-Contractor Status. Nothing herein shall be construed to establish a relationship of contractor and sub-contractor between the County and the VFD.

10. Situs. This contract shall be governed by the laws of the State of North Carolina.

11. Term. This contract shall commence _____, 2020, and shall be automatically renewed for additional year terms until specifically terminated by any party. Any party may, at any time, terminate this agreement, through its Board of Commissioners if by the County, or by its Board of Directors if by one of the fire departments, by giving a written notice one hundred and eighty (180) days prior to the effective date of the termination.

12. Superseding Agreement. This Contract supersedes and replaces the former agreement between the County and the VFD which existed in the form of a Resolution in 2001.

This the ____ day of _____ 2020.

ALLEGHANY COUNTY

By: _____

Bill Osborne, Chair

Larry Prince, Vice-Chair

Mark Evans, Commissioner

Bobby Irwin, Commissioner

Attest:

Drew Temple, Clerk to the Board

John Irwin, Commissioner

(SEAL)

CHERRY LANE VOLUNTEER FIRE DEPT., INC.

BY: _____
President

Secretary

Fire Chief

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

April Hamm, Finance Officer

REQUEST FOR PROPOSAL

FOR: Telephone/Internet equipment and service

SEALED PROPOSALS WILL BE ACCEPTED UNTIL: October 2, 2020 2:00 pm

DATE/TIME OF PROPOSAL OPENING: October 2, 2020 2:01 pm

Prices quoted must include all transportation charges, packing, and drayage. Proposals must be free from alteration, or erasures, and all signatures must be hand signed in ink by individual or firm making the proposal. Carefully review all sections before submission. Incomplete documents may be rejected. You may include other documentation for review inside sealed proposal envelope. Purchasing Agent reserves the right to waive technicalities, to reject any or all bids, to request additional information from all proposers, to use any ideas presented in proposals, and to negotiate with one or more of the finalists regarding terms of the engagement. Alleghany County intends to select the company that, in its opinion, best meets the needs. All documents become the property of Alleghany County when submitted, and will not be returned. Alleghany County is not responsible for any cost related to proposal submissions.

RFP RETURN ADDRESS FOR THE OUTSIDE OF THE ENVELOPE:

_____ Purchasing Agent

Attn:

Address

City, St, Zip

Note: Any potential proposal packages that are not plainly marked are considered VOID if mistakenly opened prior to the scheduled proposal opening meeting.

All proposals will be considered in accordance with NC State Law and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

*****THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER’S COMPANY NAME, THE BID NAME, DATE & TIME OF BID OPENING AND MUST BE MARKED “SEALED BID. DO NOT OPEN”**

Proposals will not be considered unless accompanied by this complete signed original document.

Contractor shall provide Insurance Coverage information in the following amounts prior to the beginning of the project. Coverage shall be in effect throughout the term of the project.

Alleghany County reserves the right to waive or impose any additional insurance or bond requirements, during the contract negotiation and execution phase.

Please feel free to call 336-372-4179 with any questions you may have.

DESCRIPTION OF GOODS/SERVICES WANTED

Specifications: Requests for proposals & pricing for the following projects as requested per the following information. Listed below are preliminary details for the respective project. Project Location:

County Administration Building	348 S Main Street
County Office Building	90 S Main Street
EMS	40 Cox Street
Transfer Station	431 Osborne Road
Social Services	182 Doctors Street
Duncan Rec Center	490 Trojan Avenue
Sheriff's Office	40 Alleghany Street
Maintenance	37 Cox Street

Scope of Project: Your response to this RFP should include the following components: Internal Data Wiring, Data Switching w/PoE, Broadband Internet (symmetrical), Hosted VoIP Business Telephone System and standard telephone service lines (POTS) as indicated. A comprehensive maintenance plan for all equipment and services provided.

Please find the details of the requirements for each system described below.

Internal Data Wiring –

- Wiring should be terminated Cat5e or Cat 6 wiring from applicable wiring closet (MDF/IDF) to each hosted VoIP set location and capable of transmitting at 10/100/1000 network speed.
- Wiring should be installed, properly terminated, tested, and labeled to BICSI standard.

Data Switching

- **Ethernet switches should be quoted with the following minimum guidelines:**
 - Layer 2 and Layer 3 (as needed)
 - PoE (802.3af)
 - VLAN capable (as needed)
 - 802.1Q VLAN tagging (as needed)

Hosted VoIP Business Telephone System –

- System should be configured for an approximate total of 75 telephone sets and have the capacity for up to 100 telephone sets. The system must also have the capacity for at least 60 telephone lines for future expansion and include domestic long distance.
- Telephone sets must have a display that indicates Caller ID information etc. and a voicemail system accessible to all telephone sets should be included. System should be configured with a minimum of a two-hour battery backup. System should come equipped to provide music on hold.

Telephone Services –

- Telephone services should include a minimum of 50 POTS lines to be used across all locations and should include the following attributes:
 - All major calling features
 - Long Distance (Unlimited domestic)
 - Voice Mail (e-mail notification preferred)

Broadband Internet –

- Internet speeds of 500M/500M (symmetrical) or greater for broadband services at all locations

Maintenance Plan –

- Comprehensive maintenance plan options must be provided including but not limited to all data switching, wireless data, and hosted VoIP equipment as required by this RFQ.

Additional Information –

- Traditional Fax lines (POTS) are used in some offices/locations and should be included in the proposal.
 - Vendor must be willing to work with The County to complete projects in multiple phases as determined necessary during negotiations.
 - Finance Options may be included with the proposal. These options are encouraged, but are not required.
 - Multiple office locations are included in this request. Some locations may not require a complete communications system, and should be included as a secondary site in the equipment configuration as allowable.
 - These project specifications may not include all necessary details required for a true proposal, and a site visit is strongly recommended.
 - Cost Savings Analysis is preferred, but not a requirement of the proposal.
-
- Walkthrough of project areas shall be completed prior to submission of proposal. Vendor will make arrangements directly with the County Manager's office to set up date and time of access to any secured facilities. At this scheduled time, the contractor will have access to take any measurements of most project areas, discuss project details and any necessary questions needed for proposal purposes.
 - Vendor shall provide warranty information for all components of installed materials & project.
 - Total Project Cost shall include all products, items, & equipment necessary for project completion, including associated travel costs, & labor.

NOTES: Written terms and conditions, all necessary insurance, permits, and license documentation shall be in place prior to any work being completed. All terms, conditions, and/or contracts shall be reviewed by the County Attorney as to acceptable form.

Vendor Contact Information

Company Name: _____

Company Mailing Address: _____

Primary Contact Information:

Secondary Contact (If Applicable):

Name _____

Name _____

Phone # _____

Phone # _____

The undersigned firm or individual(s), proposes to follow all conditions set forth in this document, to furnish and deliver to the place designated, the named supplies/services at the prices quoted within the proposal, same to be charged to Alleghany County. We guarantee all the above named goods/services to be in accordance with specifications or equal.

(Printed Name)

Date:

(Authorized Signature)

Proposal Package Checklist:

- Review Specifications & Requirements within Request For Proposal Document.
- Fully Signed Original Request for Proposals Document (include all pages originally provided).
- W-9 Information
- Contractor Specific Proposal Information Documents
- Any other information necessary for review by County Manager's Office
- Properly prepared envelope according to requirements.
- Minimum of three relevant references for service requested in RFP.



ALLEGHANY COUNTY BOARD OF COMMISSIONERS

348 South Main Street • PO Box 366
Sparta, North Carolina 28675-9637
Tel: (336) 372-4179

Grants Committee
Blue Ridge National Heritage Area Partnership
195 Hemphill Knob Road
Asheville, North Carolina 28803

Dear Committee Members:

The Alleghany County Board of Commissioners wishes to thank the Blue Ridge National Heritage committee for considering the Interpretive Exhibit Grant application submitted by the Alleghany Arts Council representing the Agricultural Heritage area. Our community has felt the impact of the Arts Council throughout the county, and we support them by providing money to them in our budget. With our support and others, they have worked tirelessly to build community enrichment and passion for the arts through their diversified programs and events. We offer this letter in strong support of their desire to enhance the new Streetscape on Main Street in Sparta, completed in September of this year, through this interpretive mural. The mural will highlight the historical and current role agriculture plays in our county.

Alleghany County is a rural mountainous area surrounded by rolling farmland. Livestock, mostly beef and dairy cattle, is the source of income for many residents of Alleghany. We now are home to the nation's largest pumpkin producer and rank extremely high in the growth of Frazer Firs. Our county also leads the state in Christmas wreaths, garlands, and roping production. With this amazing agricultural background, an interpretive mural would greatly honor the men and women who farm our lands and call Alleghany County home.

The Arts Council's mission is strong, and their desire to add to our beautiful Streetscape with a mural displaying the theme of agriculture is one of the best ways to show our community and visitors that our heritage in agriculture is alive and well.

We appreciate the opportunity this grant provides to our local Arts Council to keep the Arts alive and vibrant in Alleghany County.

Sincerely,

Bill Osborne
Chairman of the Board of County Commissioners

**STATE OF NORTH CAROLINA
ALLEGHANY COUNTY**

**INTERLOCAL AGREEMENT FOR THE
DISBURSEMENT OF CORONAVIRUS
RELIEF FUNDS**

THIS AGREEMENT, made and effective this ____ day of _____, 2020, by and between Alleghany County, North Carolina (the "County"), and Town of Sparta (the "Town");

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund ("CRF") and distributed funds to States and localities with populations over 500,000, including North Carolina and four North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Alleghany County received \$647,349 in total CRF funds for Municipal Distribution from the General Assembly, and is required to distribute \$161,837, representing 25 percent such funds, to municipalities; and

WHEREAS counties and municipalities receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04, as amended by Session Law 2020-80; and

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, the County and the Town agree as follows:

1. Services. The Town shall expend its share of CRF funds to provide services to citizens of Alleghany County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, P.L. 116-136, and section 601(d) of the Social Security Act. The CRF funds are restricted to the following uses: medical expenses;

public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and any other COVID-19-related expenses necessary to the function of government that satisfy the CRF's eligibility criteria. The Town shall use the CRF funds exclusively for the purposes set forth above. If the [City-Town](#) does not complete its plan for the distribution of CRF funds, and submit it to the County by September 1, 2020, this Agreement will immediately terminate, and the Town shall return all of said funds to the County; and the County may use all of such funds for any use allowed for CRF funds. The Town may not use the CRF funds for any expense that has been reimbursed by other CRF funds received.

2. Term. The services for which CRF funds may be used must have been rendered between March 1, 2020 and December 30, 2020, unless sooner terminated by mutual consent or as hereinafter provided. All CRF funds received by the Town must be expended no later than December 30, 2020. Any unexpended funds must be repaid to the County.

3. Independent Contractor. The Town shall operate as an independent contractor, and the County shall not be responsible for any of the Town's acts or omissions. The Town, its employees, and subcontractors shall not be treated as an employee with respect to the Services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Town or the employees of the Town. The Town is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Town shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Town shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Town has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Town for any expenses paid or incurred by the [City-Town](#) unless otherwise agreed in writing. The Town shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

4. Reports. Beginning October ~~1~~²⁰, 2020, and ~~then quarterly thereafter~~^{then on the 20th of each month}, the Town shall report to the County and to the North Carolina Office of State Budget and Management on the use of CRF funds until all funds are expended and accounted for. Town shall also comply with any reporting requirements set forth by the State of North Carolina or by the CARES Act or other federal requirement. When the Town has completed its services, but in no event later than December 30, 2020, the [City-Town](#) shall provide a complete Report containing a summary of its services completed, the amounts expended, and their impact on the community [in accordance](#)

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with State and Federal guidelines. Failure to provide any required Report shall constitute a breach of this Agreement.

5. Records, Audit. The Town agrees that it will supply such records, information or verification relating to expenditures of the funds ~~or the operations of the City as may reasonably be requested by the County. The Town agrees that the County shall have access to the records and premises of the Town at all reasonable times, and the Town agrees to submit such reports as the County shall request pertaining to the funds disbursed herein or the operation of the Town relevant to State and Federal requirements to CRF funding as may be reasonably requested by the County.~~ The Town shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the CRF funds which are the subject of this Agreement. The County reserves the right to require a certified audit pertaining to the use of the CRF funds, or may perform the audit through the use of its staff. The Town shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Town.

6. Termination. The County may terminate this Agreement for any violation thereof by the Town. In the event of termination, the Town shall promptly remit any payments received which the County deems to have been disbursed in violation of this Agreement. The County may terminate the Agreement based upon any violation of State or Federal law or for, but not limited to, the following reasons, ~~which shall be determined in the sole discretion of the County:~~

- a. Improper use of CRF funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect not timely corrected;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; ~~or~~
- ~~e. Failure to make satisfactory progress in completion of the Services.~~

7. Indemnification. The Town agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Town relating to this Agreement, the use of CRF funds, or services provided pursuant to it. If the federal government or the State of North Carolina, or any agency of either, determines that the Town has expended CRF funds in an illegal or disallowed manner, Town shall reimburse the County, unless otherwise directed by the State, for the amount of such disallowed expenses.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

Drew Temple
Assistant County Manager
PO Box 366, 348 S Main Street

Sparta, NC 28675

For the Town:

Ryan Wilmoth, Town Manager
Town of Sparta
PO Box 99
Sparta, NC 28675

~~9. **Assignment.** The Town may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.~~

10.9. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11.10. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Alleghany County, North Carolina.

12.11. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

13.12. Modification. This Agreement may only be modified in writing and signed by both the Town and by the County Manager or other authorized County official.

14.13. Miscellaneous. The Town shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement. This agreement is intended for the benefit of the County and the Town, and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Town have set their hands and seals as of the day and year first above written.

ALLEGHANY COUNTY, NORTH CAROLINA

(SEAL)

By: _____
Michael Carter, County Manager

Date: _____

ATTEST:

Drew Temple, Clerk to the Board

Date: _____

GRANTEE

Town of Sparta, NORTH CAROLINA

(SEAL)

By: _____
[Ryan Wilmoth, Town Manager](#) [Wes Brinegar, Mayor](#)

Date: _____

ATTEST:

Peggy Choate, Clerk to the Board

Date: _____

		Monthly	Report	September-20			
	# of Permits	Additions	New	Total Construction Cost	Permit Cost	Permits - Previous Year	Actual Income
Residential							
One-family building	11	5	6	\$ 2,850,532.00	\$ 4,800.00		\$ 52,704.91
Two or more family							
Mobile Home	1		1		\$ 200.00	2	
Recovery Fund	4		4		\$ 40.00		
Garages	3		3	\$ 131,000.00	\$ 390.00	4	
Utility	3		3	\$ 65,000.00	\$ 390.00		
Decks	6		6	\$ 391,226.00	\$ 220.00	1	
Roofing						4	
Non-Residential							
Industrial							
Office--Prof.	1	1		\$ 30,000.00	\$ 265.00	1	
Retail/Service	1	1		\$ 55,000.00	\$ 219.60		
Churches, Etc.							
Hosp./School/Ins.							
Other Non-Res	2	2		\$ 5,547,738.00	\$ 43,669.00	3	
MISC.PERMITS							
Electrical	19		19		\$ 965.00	19	
Plumbing	1		1		\$ 55.00	6	
Mechanical	22		22		\$ 1,290.00	4	
Total	73	8	65	\$ 9,070,496.00	\$ 52,503.60	44	
Total To Date	187	12	175	\$ 12,368,091.00	\$ 66,429.60	152	