

September 7, 2018
04:38 PM

Grayson County
Check Register By Check Date

Page No: 1

Range of Checking Accts: 100GENERAL to 100GENERAL Range of Check Dates: 08/10/18 to 09/13/18
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
100GENERAL				
200384	08/24/18	7PSOL005 7PSolutions	31.00	719
200385	08/24/18	ADAMS005 Adams Building Supply	59.54	719
200386	08/24/18	APPAL005 Appalachian Power	691.66	719
200387	08/24/18	CARIC005 CARICO CONSTRUCTION	19,500.00	719
200388	08/24/18	CENT0015 Century Link	279.26	719
200389	08/24/18	CENTU005 Century Link	667.64	719
200390	08/24/18	CHARL060 CHARLOTTE PEAK	30.00	719
200391	08/24/18	COMCA010 COMCAST BUSINESS	181.30	719
200392	08/24/18	DLPTW005 Dlp Twin Co Reg Hospital, Llc	285.00	719
200393	08/24/18	ELAI0010 Elaine Holeton	30.00	719
200394	08/24/18	FOODC005 Food City, Store #866	546.37	719
200395	08/24/18	FOREM005 FOREMOST TREE & TOWER	950.00	719
200396	08/24/18	GOODW005 Goodwill Grange	6,000.00	719
200397	08/24/18	GRAY0015 Grayson Co Commonwealth's Atty	94.83	719
200398	08/24/18	GRAY0055 Grayson Co School Board	6,763.56	719
200399	08/24/18	GRAY0105 Grayson Co Treasurer's Office	855.00	719
200400	08/24/18	HDHTE005 HDH Technical, Inc	1,898.00	719
200401	08/24/18	HURTP005 HURT & PROFFITT	297.50	719
200402	08/24/18	KATHY025 KATHY JOHNSON	30.00	719
200403	08/24/18	LEONA005 Leonard's Copy Systems, Inc	2,192.31	719
200404	08/24/18	MANSF005 Mansfield Oil Company	17,067.83	719
200405	08/24/18	MARKC005 MARK COLLINS	6.91	719
200406	08/24/18	MERRI005 Merritt Supply, Inc	1.91	719
200407	08/24/18	NEWR0030 New River Valley Reg Jail	93,115.00	719
200408	08/24/18	OMNIL005 OMNILINK SYSTEMS	476.00	719
200409	08/24/18	PAPER005 Paper Clip	495.76	719
200410	08/24/18	PITNE015 PITNEY BOWES	497.76	719
200411	08/24/18	ROOFT005 Rooftop Of Virginia Cap	250.00	719
200412	08/24/18	SAFLA005 SaFlab	55.50	719
200413	08/24/18	SPRIN005 Spring Valley Graphics	256.25	719
200414	08/24/18	STON0010 Stonewall Technologies	326.93	719
200415	08/24/18	SUNT0010 Suntrust Bank	618.99	719
200416	08/24/18	SUSA0020 Susan Hodges	657.27	719
200417	08/24/18	TACS Taxing Authority Consulting	3,665.02	719
200418	08/24/18	THEDE005 The Declaration	131.25	719
200419	08/24/18	THEGAZ The Gazette	57.95	719
200420	08/24/18	TOWN0010 TOWN OF INDEPENDENCE	924.84	719
200421	08/24/18	TOWN0020 Town Of Troutdale - Water	1,237.50	719
200422	08/24/18	USCEL005 us cellular	937.74	719
200423	08/24/18	VADEP005 Va Dept Of Motor Vehicles	10.00	719
200424	08/24/18	VERLB005 VERL BROWN	30.00	719
200425	08/24/18	VERNO005 Vernon Landreth	400.00	719
200426	08/24/18	VICT0005 Victoria A Town	2,500.00	719
200427	08/24/18	VIRGI055 VIRGINIA UTILITY PROTECTION SE	19.95	719
200428	08/24/18	VRWA0005 VA RURAL WATER ASSOC	350.00	719
200429	08/24/18	WILHE005 WILHELM AUTO UPHOLSTERY	110.00	719
200430	08/24/18	WORLD005 WORLDWIDE EQUIPMENT	23.60	719
200431	08/24/18	XEROX005 Xerox Corporation	664.19	719
200432	08/24/18	SUNT0010 Suntrust Bank	966.60	720
200433	08/31/18	AFLAC005 Aflac	1,250.42	725
200434	08/31/18	AMER0010 American Heritage Life Ins Co	73.77	725
200435	08/31/18	ANTH0010 Anthem - Health	50,606.95	725
200436	08/31/18	ANTH0015 Anthem - Dental	2,962.83	725
200437	08/31/18	BOSTO005 Boston Mutual Life Ins Co	788.57	725

200438	08/31/18	GRAY0105 Grayson Co Treasurer's Office	760.00		725
200439	08/31/18	GRAY0105 Grayson Co Treasurer's Office	1,893.58		725
200440	08/31/18	ING00005 Ing	400.00		725
200441	08/31/18	MINNE005 Minnesota Life	611.03		725
200442	08/31/18	UNIT0010 United Way SOUTHWEST, VA.	85.75		725
200443	08/31/18	VAAS0015 VACORP	259.06		725
200444	08/31/18	VALIC005 Valic	3,000.00		725
200445	09/13/18	1908C005 1908 Courthouse Foundation	30.00		727
200446	09/13/18	ADAMS005 Adams Building Supply	0.00	09/13/18 VOID	0
200447	09/13/18	ADAMS005 Adams Building Supply	344.50		727
200448	09/13/18	ANTON005 Antonina Marino	146.14		727
200449	09/13/18	APPAL005 Appalachian Power	5,691.01		727
200450	09/13/18	APPAL010 APPALACHIAN TITLE & SETTLEMENT	300.00		727
200451	09/13/18	ARCET005 ARC 3 GASES	19.22		727
200452	09/13/18	ASSOC005 Assoc Of Clerks Of Dist Courts	75.00		727
200453	09/13/18	BBTIR005 B & B Tire Service, Inc	2,929.00		727
200454	09/13/18	BKTUN005 Bkt Uniforms	1,616.68		727
200455	09/13/18	BREWE010 Brewer Construction	8,700.00		727
200456	09/13/18	CARIC005 CARICO CONSTRUCTION	25,000.00		727
200457	09/13/18	CARQ0010 Carquest Auto Parts	150.97		727
200458	09/13/18	CARQU005 Carquest Of Alleghany	709.85		727
200459	09/13/18	CARR0020 Carroll-Grayson-Galax Solid wa	30,010.00		727
200460	09/13/18	CENT0015 Century Link	206.31		727
200461	09/13/18	CENTU005 Century Link	1,611.19		727
200462	09/13/18	CINTA005 Cintas Corp, #532	0.00	09/13/18 VOID	0
200463	09/13/18	CINTA005 Cintas Corp, #532	1,616.08		727
200464	09/13/18	CITY0010 City Of Galax	16,987.54		727
200465	09/13/18	COMMO010 COMMONWEALTH OF VA.W DISTRICT	40.00		727
200466	09/13/18	COPPE005 Copperhead Graphics	1,100.00		727
200467	09/13/18	CRAIG005 CRAIGS FIREARM SUPPLY, INC.	5,341.00		727
200468	09/13/18	DISTR005 District Iii Governmental Coop	1,293.25		727
200469	09/13/18	DODSO005 Dodson Pest Control	74.00		727
200470	09/13/18	DSWRI005 ANDERSON INSURANCE	3,588.00		727
200471	09/13/18	FERGU010 FERGUSON ENTERPRISES INC.	555.73		727
200472	09/13/18	FIELD005 Fielder Electric Motor Repair	3,900.10		727
200473	09/13/18	FLEET005 Fleetpride	1,881.24		727
200474	09/13/18	GALLS005 GALLS, LLC	129.60		727
200475	09/13/18	GAZET005 Gazette Press, Inc	225.00		727
200476	09/13/18	GBOIL005 G&B OIL COMP, INC.	107.71		727
200477	09/13/18	GRAY0055 Grayson Co School Board	1,821.25		727
200478	09/13/18	GRAY0060 Grayson Co Sheriff's Office	1,407.06		727
200479	09/13/18	GRAY0100 Gray Service Center	1,000.00		727
200480	09/13/18	GRAY0105 Grayson Co Treasurer's Office	4,596.15		727
200481	09/13/18	GRAY0110 Grayson Express	28.96		727
200482	09/13/18	GRAYS040 Grayson Highlands General Stor	3,050.00		727
200483	09/13/18	HICOK005 Hicok, Fern, Brown & Garcia Cpas	6,000.00		727
200484	09/13/18	HIGHC005 High Country Springs, Llc	77.00		727
200485	09/13/18	HIGHW010 HIGHWAY MOTORS INCORPORATED	663.02		727
200486	09/13/18	HOMES005 Homestead Materials Handling	235.18		727
200487	09/13/18	HRGAR005 H & R Garage	75.00		727
200488	09/13/18	HURTP005 HURT & PROFFITT	420.00		727
200489	09/13/18	IDNET005 Id Networks	2,318.00		727
200490	09/13/18	KELLY010 Kelly Haga	24.23		727
200491	09/13/18	KRIST020 wards Landscaping and Lawn Car	4,075.00		727
200492	09/13/18	LEONA005 Leonard'S Copy Systems, Inc	349.00		727
200493	09/13/18	LINEB005 Lineberry's Garage & Wrecker	2,127.51		727
200494	09/13/18	MATTH005 Mathew Bender	31.32		727
200495	09/13/18	MERRI005 Merritt Supply, Inc	4.31		727
200496	09/13/18	MORRI005 Morris Distributing, Inc	736.00		727
200497	09/13/18	MTR00020 Mt Rogers Planning Dist Comm	7,900.00		727
200498	09/13/18	NATIO020 National Pools Of Roanoke, Inc	3,712.92		727
200499	09/13/18	NTAIN005 Nta, Inc.	185.04		727
200500	09/13/18	PAPER005 Paper Clip	0.00	09/13/18 VOID	0

200501	09/13/18	PAPER005	Paper Clip	3,121.14		727
200502	09/13/18	PEACE005	Peace Of Mind Counseling	600.00		727
200503	09/13/18	PIED0010	Piedmont Truck Center, Inc	478.52		727
200504	09/13/18	PLUMB005	Plumbmaster, Inc	308.21		727
200505	09/13/18	PREMI005	Premium Quality Lighting	806.35		727
200506	09/13/18	PROF0010	Professional Networks, Inc	175.00		727
200507	09/13/18	SAFLA005	Saflab	55.50		727
200508	09/13/18	SOSME005	Sosmetal Products Inc	119.03		727
200509	09/13/18	SOUT0015	Southeast Energy, Inc	1,323.00		727
200510	09/13/18	SRCA005	SE Rural Comm Assist Project	4,097.50		727
200511	09/13/18	SUNT0010	Suntrust Bank	0.00	09/13/18 VOID	0
200512	09/13/18	SUNT0010	Suntrust Bank	11,387.93		727
200513	09/13/18	SUSA0020	Susan Hodges	24.70		727
200514	09/13/18	TACS	Taxing Authority Consulting	1,608.51		727
200515	09/13/18	TEAMS005	TEAM SPORTS OUTFITTERS	175.51		727
200516	09/13/18	THEAR005	The Arts Council	4,000.00		727
200517	09/13/18	THEDE005	The Declaration	390.00		727
200518	09/13/18	THEGA005	The Gazette C/O Landmark Comm.	186.82		727
200519	09/13/18	THEGAZ	The Gazette	57.95		727
200520	09/13/18	TOWN0010	TOWN OF INDEPENDENCE	1,113.25		727
200521	09/13/18	TOWN0020	Town Of Troutdale - Water	495.00		727
200522	09/13/18	TREAS005	Treasurer Of Va - DCLS	187.61		727
200523	09/13/18	TRICO005	Tri-County Glass, Inc	230.00		727
200524	09/13/18	TROUT005	Troutdale Vol Fire & Rescue	9,920.98		727
200525	09/13/18	TRUC0015	Truck Pro	2,623.92		727
200526	09/13/18	TWIN0015	Twin County E-911 Reg. Comm.	15,593.34		727
200527	09/13/18	TWIN0025	Twin Co Regional Chamber	8,500.00		727
200528	09/13/18	ULINE005	Uline	559.12		727
200529	09/13/18	UNIFI005	Unifirst Corporation	444.60		727
200530	09/13/18	USCEL005	us Cellular	1,006.21		727
200531	09/13/18	VADEP005	Va Dept Of Motor Vehicles	2,075.00		727
200532	09/13/18	VICTO005	Victoria A Town	1,380.55		727
200533	09/13/18	VIRGI055	VIRGINIA UTILITY PROTECTION SE	8.40		727
200534	09/13/18	WELDB005	Weld Built Fabrication, Inc	45.14		727
200535	09/13/18	WILLI070	WILLIAM CRAWFORD	11.88		727
200536	09/13/18	WILLI085	William Lawrence Shepley	133.40		727

200537	09/13/18	XEROX005	Xerox Corporation	506.03		727
200538	09/13/18	BANK0010	BANK OF MARION	1,538.18		728
200539	09/13/18	CHAR0010	Charles Brown	157.85		728
200540	09/13/18	COMM0015	Commission On Vasap	916.11		728
200541	09/13/18	DONNA015	Donna B. Hill	94.71		728
200542	09/13/18	ELAVO005	ELAVON	267.00		728
200543	09/13/18	OFFIC005	Office Depot	103.37		728
200544	09/13/18	SCOTT010	SCOTT E MORRIS	60.00		728
200545	09/13/18	TABIT010	Tabitha DeHart	175.33		728
200546	09/13/18	VASAP005	Vasapda Inc	250.00		728
200547	09/13/18	WYTH0015	Wytheville Office Supply	154.99		728

Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	160	4	462,613.39	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	160	4	462,613.39	0.00

Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	160	4	462,613.39	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	160	4	462,613.39	0.00

Grayson County Board of Supervisors
Regular Meeting
September 18, 2018

Members attending were: Brenda R. Sutherland, Kenneth R. Belton, John S. Fant, Michael S. Hash and Thomas R. Revels.

IN RE: OPENING BUSINESS

Supervisor Hash made the motion to approve the agenda/consent agenda; duly seconded by Supervisor Revels. Motion carried 5-0.

IN RE: PRESENTATIONS OR REQUESTS

David Richardson, Executive Director, and Rhiannon Powers, Director of Administration for District III (Mountain Lynx Transit) addressed the Board with the following report:

- Services – Seniors workers program was saved in this budget
- 15 months into rolling out the Lynx buses now
- Received grant funding to access seniors and all the services they can receive for 18 months. They have reached 600 clients during the first 9 months.
- Grayson County is eligible for several of the services offered.
- 293 participated in the Farm Fresh Program from Grayson County and there is a total of 902 seniors served from Grayson County
- In 11 months, there have been 2944 rides on Lynx from Grayson County.
- Brenda Jones is the contact now for Senior Help

Supervisor Fant noted that it would be good if the Grayson County Senior Advocacy Committee and District III could work together to have more service for Grayson County.

Michelle Pridgen addressed the Board and gave the following update on the first ever Grayson County Fair:

- Thanked Mitchell Bottomley, Kenny Sutherland and Carlos Taylor for all their help and support
- Will Crawford designed posters, set up the County Fair page and was a huge help
- Great coverage from the Declaration and Gazette
- Grayson LandCare provided funding for ribbons and entry tags
- Farm Bureau donated bags for Fair entrants
- Received support from the Carroll County Fair ladies
- Exhibit tables were delivered and set up by Kevin Kirk
- There were 95 entries; 23 adults and 9 youth participated
- 158 kids participated in the Live Stock Show

- 18 canned goods categories with 33 entries; 3 baked good categories – 4 entries; 18 vegetable categories – 29 entries; 6 youth vegetable categories – 9 entries; 3 youth baked good categories – 5 entries; and 3 special art entries.
- 8 exhibitors: bees, fiber, IFM, LandCare, Permaculture, Farm Bureau, Southern States and Christmas Trees. Horses, sawmill and aquaponics had planned to attend but were unable to so.

Suggestions/comments from attendees:

thanks for having the event inside; water for the kids, tables/chairs available for eating lunch, more/larger signage, petting zoo, more vendors showing what's new in agriculture/how to's; lighting; more porta johns (or better signage to them), coffee/more drinks. Have the Hort Class grow starts for monster tomatoes/cabbage/etc for fair entries; the 2nd week of August is also National Farmers Market week – try to put together a regional/county Farmers Market; invite Darin Handy with BRDC with his wild animal display; local geology display. Also suggested was fun things to do: penny pitch, bingo, cattle, hog and sheep calling contests.

Other thoughts/improvements:

Try to get an actual county of attendees; timing makes working with the schools a challenge – John Alexander, principal at Fries, suggested working with summer programs (4H, bible schools, girl/boy scouts and Chestnut Creek School of the Arts) to increase youth entries and distribute youth entry forms to all Grayson County schools to encourage participation. Also schedule an award ceremony and announce exhibit winners – especially youth winners and best in show.

Mrs. Pridgen also handed out a flyer (listed below) regarding the Independence Farmers Market through July 2018, which shows totals for the market noting that the first section of 18 miles (average distance food travels from farm to market) is within our 100-mile radius – there are currently 3 regular vendors out of North Carolina, 2 out of Rural Retreat with the rest being from Grayson County.

Independence Farmers Market

Independence Farmers Market provides the best of local produce, meat, eggs, plants, and baked goods to our community. Enthusiasm, education and a social gathering spot are what makes the Independence Farmers Market unique.



18 miles

average distance food travels from farm to our market

That's fresh! Most food eaten in the U.S. has travelled nearly 1,200 miles.



818 acres

of diversified farmland in production by vendors.

America loses an acre of farmland every hour to development.



50 businesses

are supported by our markets, over the course of the year.

the market allows new and small businesses to enter the marketplace.



36 of our vendors

are women-owned businesses

Our market offers economic opportunity to all members of our community



\$ 61,128

In total market sales for the season

Small businesses benefit from low start up costs



15 events hosted

by the market included 22 community partners

Markets build social capital



The market is supported by a volunteer Board of Directors elected directly from the market vendors, as well as a paid Market Manager. All of the elected volunteer and paid positions ultimately answer to the membership.

Learn More At

<http://www.independencefarmersmarket.org>

Stay in touch:

independencefarmersmarket@gmail.com



<https://www.facebook.com/independencefarmersmarketva>

IN RE: NEW BUSINESS

- RESOLUTION – VOLUNTEER FIRE/RESCUE ELIGIBILITY FOR LODA BENEFITS

Mrs. Shepley read the resolution (listed below). Supervisor Hash made the motion to approve; duly seconded by Supervisor Fant. Motion carried 5-0.

RESOLUTION

**VOLUNTEER FIRE AND RESCUE DEPARTMENTS
ELIGIBILITY FOR LODA BENEFITS**

WHEREAS, the County of Grayson wishes to comply with the State Code 9.1-400 recognizing local emergency departments; and

WHEREAS, the County of Grayson recognizes six (6) volunteer fire departments: Mount Rogers Fire Department, Rugby Fire Department, Troutdale Fire Department, Elk Creek Fire Department, Independence Fire Department, Fries Fire Department and seven (7) volunteer rescue squads: Mount Rogers Rescue Squad, Rugby Rescue Squad, Troutdale Rescue Squad, Elk Creek Rescue Squad, Independence Rescue Squad, Fries Rescue Squad, and Baywood Rescue Squad.

WHEREAS, the Grayson County Board of Supervisors have for many years recognized the existence of all thirteen (13) volunteer organizations but have never formally adopted a resolution; and

WHEREAS, for such fire and rescue departments to be eligible for benefits of the “Line of Duty Act” a resolution must be approved by the governing body; and

NOW, THEREFORE, BE IT RESOLVED, that on September 18th, 2018 the Grayson County Board of Supervisors voted to recognize the aforementioned fire and rescue departments as emergency responders for the citizens of Grayson County; and

BE IT FURTHER RESOLVED that the County of Grayson acknowledges the important contribution made by the members of each fire and rescue department to the County of Grayson and wishes to make available the benefits of the “Line of Duty Act”.

Adopted this 18th day of September 2018 in the County of Grayson, Virginia.

By: _____
Brenda R. Sutherland, Chair
Grayson County Board of Supervisors

Certificate

I hereby certify that the foregoing resolution was duly considered by the Grayson County Board of Supervisors in the County of Grayson Virginia at their regular board meeting at which a quorum was present and that same was passed by a vote of ____ in favor and ____ opposed this 18th day of September 2018.

By: _____
William L. Shepley, Clerk
Grayson County Board of Supervisors

IN RE: BOARD APPOINTMENTS

Mt. Rogers Planning District Commission – 4-year term

- J. David McGrady – (rep for Troutdale Town Council) – term expired June 30, 2018. Troutdale Town Council appointed Mr. Sean R. Bastan at their August 13, 2018 meeting. Supervisor Revels made the motion to approve Mr. Bastan; duly seconded by Supervisor Fant. Motion carried 5-0.

Grayson County Senior Advocacy Committee – 2-year term

- Nancy Liebrecht – term expired August 10, 2018 (will continue to serve)
Supervisor Revels made the motion to approve Mr. Liebrecht; duly seconded by Supervisor Fant. Motion carried 5-0.
- Don Dudley – term expires September 7, 2018 (Dan Boyer is willing to serve and replace Mr. Dudley as the Planning Commission rep)
Supervisor Revels made the motion to approve Mr. Boyer; duly seconded by Supervisor Belton. Motion carried 5-0.

Mt. Rogers Community Services Board – 3-year term

- Sandra J. Troth – resigning effective immediately; another rep is needed to fill the remainder of Mrs. Troth's term which expires December 31, 2019.
Supervisor Hash made the motion to appoint Thomas Revels; duly seconded by Supervisor Fant. Motion carried 5-0.

IN RE: BROADBAND RFP UPDATE

Supervisor Fant gave an executive summary update:

Last month we noted that the Tobacco Commission was going to provide money to build some small micro-towers around the County. Approximated \$150,000 have been proved for that effort which is only one component in this effort to expand broadband to the County. We are now ready for the Request For Proposal (RFP) that is being brought before the Board, asking the go-ahead to be able to solicit proposals from industries that could provide this capability to the County. Supervisor Fant read from the RFP what it states we are asking from the vendors and also the county. From the Vendor: The County desires a broadband Public/Private Partnership to provide quality internet service to its citizens at the FCC's current definition of broadband (25Mbps/3Mbps) and above. The Vendor is to provide, but not limited, to the following services:

- Provide seamless and reliable broadband access that does not impose caps on a user's total upload and download data capacity and is neutral in respect to applications, websites, type of use and type of end user device
- Research and prepare all necessary FCC related forms and submittals required to provide services
- Procurement of any permits required for the distribution of Internet content or FCC licensing
- Design, implement, operate and maintain the broadband network
- Provide a coverage map showing predicted coverage and number of households estimated to be served
- Provide marketing, sales, customer billing and account billing and collections
- Perform a post-construction verification for coverage and speeds and quality

The County plans the following actions to facilitate the deployment of a solution:

- A portion of funding for procurement and construction of infrastructure
- An exclusive five-year lease for the Vendor to use the County/Authority-funded portion of the infrastructure
- Support and assistance in permitting and navigation of other County processes
- Support in negotiating access to bandwidth and/or vertical assets from the Wired Road Authority
- Where possible, access to County facilities for mounting wireless infrastructure and hosting equipment
- Promotion of County library digital literacy training to increase adoption rates
- A community computer refurbish program to provide devices to lower-income families
- Public meetings within each district to solicit committed demand, awareness and education of the broadband expansion initiative and offered services.

Supervisor Fant also noted that we are still part of the Wired Road Authority and the County is doing this in partnership with the Wired Road. Supervisor Fant made the motion to approve this RFP, where it would then be sent to our legal counsel for review and then on to the Wired Road since we are part of that Authority; duly seconded by Supervisor Revels. Motion carried 5-0.

IN RE: AARP MEMORANDUM OF UNDERSTANDING

Mr. Shepley explained the \$5,000 grant for an age friendly survey and memorandum of understanding (listed below). Supervisor Revels made the motion to approve; duly seconded by Supervisor Hash. Motion carried 5-0.

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING ("Agreement") serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and **Grayson County** a government municipality located at 129 Davis Street, Suite 204, PO Box 217, Grayson County Courthouse, Independence, VA 24348 ("Organization"). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

AARP Grant Terms and Conditions. AARP shall provide Organization with grant funding of \$5,000.00 ("Grant Funds") for the purpose of completing an age-friendly survey in Grayson County, Virginia ("Goal") so that Organization may perform the activities described herein between August 15, 2018 and December 31, 2018 ("Grant Period"). Payment shall be provided according the schedule herein, and subject to the following terms and conditions:

- a. *Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below.
 - i. AARP will provide a one-time payment of **\$5,000.00**.

- b. *Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities and achieve the following deliverables (collectively "Grant Activities"):
 - i. Project(s) will be complete by December 31, 2018.
 - ii. All promotional materials (such as newsletters, press releases) will include a statement about funding support from AARP.
 - c. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within thirty (30) days of the expiration of the Grant Period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period.
 - d. *Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records, and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.
2. **Permissible Use of Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.
3. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on December 31, 2018. The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.
4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan, tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents, and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless, or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents; (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of

matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.

7. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
8. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free, non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+, and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online, and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.
9. **Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
10. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media, and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity, or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
11. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.
12. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void, or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

13. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP

Jim Dau
State Director
AARP Virginia
707 East Main Street, Suite 910
Richmond, VA 23219
Phone: 804-344-3041
Email: jdau@aarp.org

Organization

Bill Shepley
County Administrator
Grayson County Administrators Office
Attn: Board of Supervisors
129 Davis Street, Suite 204
PO Box 217
Grayson County Courthouse
Independence, VA 24348
Phone: 276-773-2471
Email: wshepley@graysoncounty.va.gov

ACCEPTED AND AGREED TO BY:

AARP

By: JAMES DAU
Printed Name: James Dau
Title: STATE DIRECTOR
Date: 8/15/18

Grayson County

By: _____
Printed Name: _____
Title: _____
Date: _____

IN RE: COUNTY ADMINISTRATOR'S REPORT

Mr. Shepley gave the following report:

➤ Thanked Supervisor Belton and AEP for all their work before/during the storm
Gave a summary from Sheriff Vaughan: a total of 69 service calls were answered with most of the calls storm related (trees in roadways/flooded roads) with other law enforcement calls unusually high in number, possibly due to the storm. Sgt. Merilic and our National Guard Troops rescued a dog from the flood waters of the New River near Carsonville Rd. The New River is supposed to peak today at 2:00 p.m., which is one foot above flood stage. The low water bridges in Cox's Chapel, Little River and Fries are all closed due to high water. Several campers were flooded along 58 near the veteran's bridge. County Administration, Emergency Services, and sheriff's office personnel participated in daily briefings from the Virginia Department of Emergency Management (VDEM) and the National Weather Service out of Blacksburg. The initial projection for our area was to receive 6 to 10 inches of rain, 40 mph winds, mud slides, and a flood level of 17.5 feet for the New River. We requested vehicles capable of traversing swift water and National Guard Troops to assist with the storm through the VDEM Web-EOC. Virginia Army National Guard Soldiers from the Cedar Bluff based 1033rd Engineer Support Company were staged at the Independence Fire Department. We certainly appreciate the fire department providing the Troops a place to stay. Subway provided sandwiches for first responders during the storm. The Red Cross and Food City also provided provisions to first responders. All of Grayson County Emergency Services

Volunteers across the county went above and beyond to clear trees from the roadway, answer emergency calls during the storm, and were very well prepared for the worst. We are very blessed in Grayson County to have nearly 200 volunteers who give freely of their time to help others!! County Administrator Bill Shepley authorized the opening of an emergency shelter at the Independence Rescue Squad. Volunteers from the rescue squad and Red Cross manned the shelters. Grayson County Department of Social Services Director Kristin Shumate coordinated the opening of the shelter. Deputies offered transportation to several citizens who were experiencing flooding, but no one took advantage of the emergency shelter. One Troutdale resident placed sand bags on her porch to keep the flooded creek water from entering the front door. We were concerned for citizens who are dependent on electricity for health reasons, such as those on oxygen. The last I saw nearly 1,000 homes in the Twin County area were without power. During these types of events, we have to plan for the worst and hope for the best. I think we were very fortunate compared to our neighbors in NC.

- Thanked all entities for their support and helping with the preparedness for this storm. We were on conference call with Virginia Department of Emergency Management each day.
- Storm debriefing meeting will be held on Thursday, September 20
- Community Health Assessment Surveys have been completed for the FQHC

IN RE: INFORMATION ITEMS

As presented

IN RE: REGISTERED SPEAKERS AND PUBLIC COMMENT

Roger Billings of Independence, Virginia spoke regarding Pleasant Grove Road. The pull-off's VDOT has identified and are being marked. Mr. Billings provided a list of 19 land owners with names/addresses and tax map numbers. Mr. Billings noted that the land owners he's spoken with would like for administration staff to put together a letter stating that the Supervisors is working for the citizens to help improve the safety of Pleasant Grove Road by adding pull-offs.

IN RE: BOARD OF SUPERVISORS' TIME

None

IN RE: CLOSED SESSION

Supervisor Revels made the motion to go into closed session pursuant to §2.2-3711(A)(1) of the Code of Virginia to discuss personnel matter, and §2.2-3711(A)(3) of the Code of Virginia for discussions relating to the acquisition or disposition of real property; duly seconded by Supervisor Fant. Motion carried 5-0.

Supervisor Revels made the motion to come out of closed session; duly seconded by Supervisor Hash. Motion carried 5-0.

Whereas, the Grayson County Board of Supervisors has convened a closed session on this 18th day of September 2018, pursuant to an affirmative recorded vote and in accordance with provision of the Virginia Freedom of Information Act; and

Whereas, §2.2-3711 of the Code of Virginia requires a certification by this Board of Supervisors that such closed session was conducted in conformity with Virginia law;

Now, Therefore Be It Resolved that the Board of Supervisors hereby certifies that, to the best of each member's knowledge, (I) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed session to which this certification resolution applies, and (II) only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by the Board of Supervisors with recorded confirmation from members as follows: Michael S. Hash – I so certify; Thomas R. Revels – I so certify; Kenneth R. Belton – I so certify; John S. Fant – I so certify; Brenda R. Sutherland – I so certify.

IN RE: ADJOURN MEETING

Supervisor Fant made the motion to adjourn the meeting; duly seconded by Supervisor Revels. Motion carried 5-0.