BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
April 19, 2021
6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Brunswick County Schools Leland Middle School HVAC Upgrade

   Request that the Board of Commissioners approve and authorize the Chairman to sign the Schneider Electric contract for Leland Middle School HVAC Upgrade in the amount of $1,996,000, subject to County Attorney approval of the final contract.

2. Clerk to the Board - Meeting Minutes

   Request that the Board of Commissioners approve the draft minutes from the April 5, 2021 Regular Meeting.

3. Code Administration - City of Boiling Spring Lakes Interlocal Agreement

   Requests the Board of Commissioners approve an interlocal agreement with the City of Boiling Spring Lakes for the County to provide all necessary building code administration, plan review, and enforcement services ("Services") to the Municipality for a construction and renovation project at South Brunswick High School and South Brunswick Middle School in accordance with all applicable laws, rules, and regulations.

4. Communications Department - Amendment to FY22 Mission, Vision, Goals, and Focus Areas

   Request the Board of Commissioners approve an amendment to the *Respect* value currently in the adopted Fiscal Year 2021-2022 Mission, Vision, Goals, and Focus Areas to include the protection and preservation of our residents' personal rights and freedoms at every level of government.

5. County Attorney - Declaration of Surplus Property

   Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County website for possible future purchase.

6. County Attorney - Northern Lights, Phase 2 DOD

   Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Northern Lights, Phase 2.

7. Finance - Fiscal Items

   Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda.

   -Brunswick Community College Foundation Grant Budget Amendment
   Transfer $15,312 of Commissioner's contingency for the Brunswick Guarantee Administrative and Marketing costs for academic year 2020-2021 over the $350,000 budgeted amount.

   -Spring 2021 Lockwood Folly Inlet Dredging Project Budget Amendment

Appropriate $34,382 of local shared revenues from Town of Holden Beach and Town of Oak Island and transfer $34,383 to Lockwood Folly and Shallow Inlet Dredging line for the Lockwood Folly Inlet Spring 2021 dredging project match.

- FY22 JCPC Certification & Annual County Plan
Request that the Board of Commissioners approve the FY2021-22 JCPC Certification, Annual Plan, Program Agreements and the FY2021-22 Funding Allocation for the Juvenile Crime Prevention Council funded by and to include needed resources from the Department of Public Safety, Juvenile Justice and Delinquency Prevention:

Brunswick County Juvenile Crime Prevention Council (JCPC) needs County Commissioner approval for programs funded annually. Programs recommended for funding for FY2021-22 are: Brunswick County Restitution Program $63,125, Providence Home $20,441, Guiding Good Choices (GGC) & Systematic Training for effective Parenting (STEP) by Coastal Horizons $47,289, Teen Court 13th District by Communities in Schools $59,141, A.R.T. by Coastal Horizons $44,990 and JCPC Administration $7,500. A total annual funding plan of $242,486.

-Operations Services Position Transfer Budget Amendment
Transfer vacant Equipment Operator II position from Operation Services to Solid Waste as Landfill Equipment Operator. The construction crew has consistently supplemented landfill staff and this transfer will move the position to Solid Waste where the position is needed.

-Financial Statements for March 2021 (unaudited)
Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at http://brunswickcountync.gov/finance/reports

8. Health and Human Services - Health Services - AA-543 ELC Enhanced Detection Activities (Revision 2)

   Request that the Board of Commissioners approve the revised agreement addendum for Activity 543 and authorize the Health Director's executing signature on the form.

9. Health and Human Services - Health Services - Trailers of the East Coast Goods and Services Agreement

   Request that the Board of Commissioners ratify the County Manager's signature on the goods and services agreement for the purchase of a mobile command office trailer to be used for administration of COVID-19 vaccination sites.

10. Health and Human Services - Public Housing Execution of Annual Civil Rights Certification

    Request that the Board of Commissioners review and execute the Annual Civil Rights Certification.

11. Tax Administation - April 2021 Releases

    Request that the Board of Commissioners approve the April 2021 releases.

VI. Presentation

1. Presentation - Proclamation Designating April 2021 as Sexual Assault Awareness Month (Yasin Holland, Victims Advocate, Rape Crisis Center of Coastal Horizons)

   Request that the Board of Commissioners receive a presentation from the Rape Crisis Center of Coastal Horizons and issue a Proclamation designating the month of

April 2021 as Sexual Assault Awareness Month in Brunswick County.

2. Presentation - Proclamation Recognizing 2021 National County Government Month (Meagan Kascsak, Communications Director)

   Request the Board of Commissioners issue a proclamation recognizing 2021 National County Government Month.

3. Presentation - Utilities - Project Updates (John Nichols, Public Utilities Director)

   Request that the Board of Commissioners receive information regarding the status of various key Utilities projects.

VII. Public Hearing

1. Health and Human Services - Public Housing - Public Hearing to Review Program Goals and Objectives (Catherine Lytch, Social Services Director)

   Request that the Board of Commissioners conduct a Public Hearing to receive comments or suggestions on the Public Housing Agency goals, objectives, and policies.

VIII. Administrative Report

1. Utilities - Grant Acceptance and WithersRavenel Task Order (John Nichols, Public Utilities Director)

   Request that the Board of Commissioners accept the Clean Water State Reserve Fund grant in the amount of $2,852,818 and Drinking Water State Revolving Fund principal forgiveness loan in the amount of $2,218,967 to repair the recently acquired Navassa utility system. Also request that the Board approve the proposed Task Order No. 1 with WithersRavenel in the amount of $20,000 and Task Order No. 2 in the amount of $20,000 to provide engineering services associated with the preparation of Engineering Reports required to secure each of the above funds.

IX. Other Business/Informal Discussion

X. Closed Session

1. Closed Session

   Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve closed session minutes and 143-318.11(a)(3) to consult with its attorney.

XI. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 1.

From:
Julie A. Miller

Administration - Brunswick County Schools Leland Middle School HVAC Upgrade

Issue/Action Requested:
Request that the Board of Commissioners approve and authorize the Chairman to sign the Schneider Electric contract for Leland Middle School HVAC Upgrade in the amount of $1,996,000, subject to County Attorney approval of the final contract.

Background/Purpose of Request:
Brunswick County Board of Education approved this contract on 04/13/2021 and staff recommends the contract with Schneider Electric in the amount of $1,996,000 be executed by the Board of Commissioners. The contract are fully funded by bond proceeds.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve and authorize the Chairman to sign the Schneider Electric contract for Leland Middle School HVAC Upgrade in the amount of $1,996,000, subject to County Attorney approval of the final contract.

ATTACHMENTS:

Description

- Brunswick County Schools Routing Approval Sheet
- Design Build Contract

BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-253-2900 Fax: 910-253-2983

___ Board Presentation	✓ Approved
___ Report to the Board	___ Denied
_X_ Consent Agenda	___ Deferred
___ Action Agenda	
___ Discussion Agenda	Attest: Clerk to the Board
___ Confidential Agenda	WB
___ Information Item	
___ Announcement	Date 4-13-21

Date: **March 23, 2021**

To: **Operations Committee**

From: **Susan Rutledge**

Subject: **Leland Middle School HVAC Upgrade**

BACKGROUND

A Request for Qualifications for Design-Build Services for Electric and/or HVAC infrastructure improvements for Leland Middle School was published February 5, 2021. Four proposals were received; Smith's Refrigeration, Inc., TA Woods Company, Harrelson Mechanical Contractors, Inc and Schneider Electric. Proposals were evaluated based on criteria outlined in the RFQ by a selection committee consisting of Sue Rutledge, Kem Harmon, Rocky Johnson and Teresa Fike. Schneider Electric was ranked highest and contract negotiations began March 1, 2021.

CURRENT STATUS

Schneider Electric has engineered the project with a cost of $1,986,000. This has been determined to be a fair and reasonable price for 'the project'.

RECOMMENDATION

Staff recommends this contract in the amount of $1,986,000 with Schneider Electric be forwarded to the County for approval.

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NORTH CAROLINA

DESIGN BUILD CONTRACT

BRUNSWICK COUNTY

THIS DESIGN BUILD CONTRACT (hereinafter called "Agreement"), made as of 19th day of April, 2021 by and between Schneider Electric Buildings Americas, Inc., (hereinafter called the "Design-Builder" or "Contractor"),and the County of Brunswick, North Carolina, a body politic of the State of North Carolina, (hereinafter called the"Owner").

For the Project: HVAC Improvements at Leland Middle School

W I T N E S S E T H:

Whereas the Owner, by and through its agent, Brunswick County Schools, published a Request for Qualifications ("RFQ"), the 5th day of February, 2021 seeking the submission of Statements of Qualificationsto act as a design builder to furnish professional design and construction services during the design and construction of the Project identified and described in that Request for Qualifications; and

Whereas the undersigned Design-Builder submitted a responsive Statement of Qualifications dated February 19th, 2021; and

Whereas the Owner, by and through its agent, Brunswick County Schools, has evaluated the Statement of Qualifications and approved, on March 1, 2021, the selection of the undersigned Design-Builder to furnish professional design and construction services during the design and construction of the Project; and

Whereas the Design-Builder and the Owner now wish to form and memorialize their agreement for design build services.

Now therefore, for the consideration hereinafter set forth, the Design-Builder and the Owner agree as follows:

1. CONTRACT DOCUMENTS; PRIORITY

The design-build documents (hereinafter called "Contract Documents") consist of this Agreement, the Supplementary Conditions which are fully incorporated into this Agreement and any subsequent Modifications to this Agreement, the RFQ and addenda thereto, and the Statement of Qualifications. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents the Contract Documents shall be interpreted in the following order of priority:

a. This Agreement and incorporated Supplementary Conditions attached as Exhibit 1 and any subsequent modifications to this Agreement.
b. Exhibit 2.
c. Change Orders.
d. Change Directives.
e. RFQ and addenda thereto.
f. Statement of Qualifications.

2. SCOPE OF WORK

The Design-Builder shall be solely responsible for the design and construction of the Project, including furnishing all materials, labor and work required to complete the Project. The Project shall be completed within the time stipulated in the Contract Documents. The Project shall incorporate all of the requirements of the RFQ.

The Design-Builder shall certify to the Owner that each design professional that is a member of the design-build team, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner provided by G.S. 143-64.31. The Design-Builder shall also put forth a good faith effort to comply with G.S. 143-128.2 and 143-128.4 in the selection of subcontractors for the Project. The Design-Builder shall also comply with any other requirements applicable to design-build contracts pursuant to G.S. 143-128.1A.

#	Leland Middle School HVAC & BAS Upgrades	Hard Cost				Annual Savings
		Labor	Equipment	Controls	Total	
	HVAC Upgrades					
1	400 Pod VRF Upgrade	$ 92,510	$ 267,572	$ 22,161	$ 382,243	$ 1,774
2	200 Pod VRF Upgrade	$ 62,879	$ 217,353	$ 20,317	$ 300,549	$ 1,085
3	RTUs 1 - 4 Replacement (Kitchen/Classrm/Office)	$ 11,300	$ 85,553	$ 32,342	$ 129,194	
4	RTUs 7 & 8 Replacement (Music & Band Rooms)	$ 7,345	$ 61,257	$ 18,277	$ 86,879	$ 3,833
5	RTUs 5, 6, 11 & 12 Replacement (Gym units)	$ 13,560	$ 225,682	$ 32,137	$ 271,379	
6	RTU 10 Replacement (Multipurpose Rm)	$ 4,717	$ 45,135	$ 6,646	$ 56,497	
7	RTU 13 Replacement (Art Room)	$ 2,650	$ 14,259	$ 6,646	$ 23,555	
8	ERU 3 Replacement (Gym Locker Room ERU)	$ 4,240	$ 53,000	$ 6,646	$ 63,886	
	BAS Upgrades					
9	800 Wing BAS			$ 19,144	$ 19,144	
10	Modular Unit (750 - 760) Wing BAS			$ 23,533	$ 23,533	
11	RTU 9 & Assoc Zone Damper BAS			$ 35,927	$ 35,927	
12	Override Panel BAS			$ 9,587	$ 9,587	
13	Kitchen Freezer/Cooler Temps & Alarms BAS			$ 5,651	$ 5,651	
	TOTAL	$ 199,201	$ 969,811	$ 239,014	**$ 1,408,025**	**$ 6,692**

	% of Project Costs	Subtotal
Project Level Costs		
Total Hard Cost material & labor and subcontracts	70.54%	**$1,408,025**
Project Development	0.60%	$11,963
Engineering and Design	3.63%	$72,500
Contractor's Insurance (i.e. performance bond)	1.00%	$19,960
Project Management	5.31%	$106,012
Commissioning	0.93%	$18,500
Overhead (cost of running the business)	10.30%	$205,500
ESCO net profit	6.14%	$122,540
Warranty Period Support	0.35%	$7,000
Risk/Contingency	1.20%	$24,000
TOTAL	**100%**	**$ 1,996,000**

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Scope of Work

All items listed below include turnkey design, equipment procurement, installation, startup and commissioning, project construction management, site supervision and client coordination.

Item 1 - 400 Pod VRF Upgrade

1) Demolish existing split system fan coil units and outdoor condensing units.
2) Furnish and install new VRF equipment, refrigerant and condensate piping and manufacturer's VRF controls.
3) Install new concrete pad and fencing for outdoor condensing units
4) Furnish and install (1) new DOAS in mechanical room
5) Connect new DOAS to existing ductwork and install new supply grilles
6) Integrate new VRF controls into existing BAS
7) Integrate DOAS unit control into existing BAS

Item 2 - 200 Pod VRF Upgrade (interior classrooms 201 thru 205 and workroom/office)

1) Demolish existing HVAC system
2) Furnish and install new VRF equipment, refrigerant and condensate piping and manufacturer's VRF controls.
3) Install new concrete pad and fencing for outdoor condensing units
4) Furnish and install (1) new DOAS in mechanical room
5) Connect new DOAS to existing ductwork and install new supply grilles
6) Integrate new VRF controls into existing BAS
7) Integrate DOAS unit control into existing BAS

Item 3 – RTUs 1 through 4 Replacement

1) Demolish and remove (4) existing roof top units
2) Furnish and install (4) new roof top units
3) Integrate new RTU controls into existing BAS

Item 4 – RTUs 7 & 8 Replacement

1) Demolish and remove (2) existing roof top units
2) Furnish and install (2) new roof top units
3) Integrate new RTU controls into existing BAS

Item 5 – RTUs 5, 6, 11 & 12

1) Demolish and remove (4) existing roof top units
2) Furnish and install (4) new roof top units
3) Integrate new RTU controls into existing BAS

Item 6 – RTU 10 Replacement

1) Demolish and remove (1) existing roof top unit
2) Furnish and install (1) new roof top unit
3) Integrate new RTU controls into existing BAS

Item 7 – RTU 13 Replacement

1) Demolish and remove (1) existing roof top unit
2) Furnish and install (1) new roof top unit
3) Integrate new RTU controls into existing BAS

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Item 8 – ERU 3 Replacement
1) Demolish and remove (1) existing energy recovery unit
2) Furnish and install (1) new energy recovery unit
3) Integrate new ERU controls into existing BAS

Item 9 – 800 Pod BAS
1) Demolish and remove existing programmable thermostats
2) Install new thermostats and integrate with existing BAS

Item 10 – Modular Classroom Unit (750-760 Wing) BAS
1) Demolish and remove existing programmable thermostats for 13 BARD units
2) Install new thermostats and integrate with existing BAS

Item 11 – RTU 9 & Associated Zone Damper BAS
1) Demolish and remove existing RTU controller, (7) VVT damper controllers and (7) zone temperature sensors
2) Furnish and install new controllers and space temperature sensors and integrate into existing BAS

Item 12 – Override Panel BAS
1) Demolish and remove existing Alerton controls
2) Furnish and install new controller and integrate into existing BAS

Item 13 – Kitchen Freezer/Cooler Temperatures and Alarms BAS
1) Demolish and remove existing Alerton controls
2) Furnish and install new controller and integrate into existing BAS

3. TERM AND SCHEDULING

a. The Design-Builder agrees to commence Work (as defined below in the Supplementary Conditions) pursuant to the written Notice-to Proceed.

b. The Design-Builder shall prepare a schedule providing for the Substantial Completion of the following Work by the dates noted below:

September 2, 2021

c. The Design-Builder agrees to achieve Substantial Completion of the installation of the HVAC Improvements by the dates shown in Section 3.b. above.

d. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates.

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e. The Design-Builder shall perform the Work in the time, manner and form required by the Contract Documents and as stipulated in a written Notice-to-Proceed to be executed by the Design-Builder and Owner.

4. STANDARD OF CARE AND DUTIES OF DESIGN-BUILDER

a. The Design-Builder shall exercise the care and diligence exercised by design builders performing similar services in the Research Triangle Park and Charlotte, North Carolina areas. The Design-Builder shall perform the Work in accordance to the requirements of the Contract Documents. Design-Builder is solely responsible for the professional quality, accuracy, and timely completion and/or submission of all work for the Project.

b. The Design-Builder shall not load or permit any part of the Work to be loaded with a weightthat will endanger its safety, intended design, intended performance, or configuration.

c. Design-Builder shall be responsible for all Design-Builder, subcontractor, and sub- subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Design-Builder or any subcontractor or sub- subcontractor. Design-Builder shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the Owner.

d. Design-Builder is an independent contractor of Owner. Any and all employees of the Design-Builder engaged by the Design-Builder in the performance of any work or services required of the Design-Builder under this Agreement, shall be considered employees or agents of the Design-Builder only and not of the Owner, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Design-Builder.

e. Design-Builder agrees that Design-Builder, its employees, agents and its subcontractors, if any, shall be required to comply with all federal, state and local anti-discrimination laws, regulations, and policies that relate to the performance of Design-Builder's services under this Agreement. The Design-Builder shall not discriminate against any employee, applicant for employment, contractor, or subcontractor with regard to race, ethnicity, biometric information, gender, gender identity, color, religion, sex, national origin, or veteran status. The Design- Builder agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap or disability in regard to any position for which the employee or applicant is qualified. The Design-Builder agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices.

f. If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Design-Builder represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation. The Design-Builder specifically agrees that all design work shallbe performed by properly licensed professionals, and all construction work shall be performed byproperly licensed contractors.

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g. The Design-Builder shall supervise and direct the Work efficiently and with the Design- Builder's best skill and attention. The Design-Builder shall be solely responsible for the means, methods, techniques, sequences and procedures for design and construction, and for safety precautions and programs in connection with the Work. The Design-Builder shall be responsible to see that the finished Work complies accurately with the Contract Documents.

h. The Design-Builder shall appoint a competent Project Manager with general authority to manage the Project for the Design-Builder. The Design-Builder shall also keep on the Project at all times during the Work of the Design-Builder a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Owner.

i. The Design-Builder shall attend all progress conferences and all other meetings or conferences. The Design-Builder shall be represented at these progress conferences by a representative having the authority of the Project Manager.

j. Costs and expenses of providing samples for and assistance in any testing shall be borne by the Design-Builder. Any Work in which untested materials are used without approval or written permission of the Owner and/or Designer shall be removed and replaced at Design-Builder's expense.

5. PAYMENT & TAXES

a. The Owner hereby agrees to pay to the Design-Builder for the performance of all Work that complies with this Agreement, and the Design-Builder hereby agrees to perform all of the Work for a sum not-to-exceed One Million, Nine Hundred Ninety-Six Thousand Dollars ($1,996,000). Not later than the fifth (5th) day of each calendar month the Design-Builder shall submit a Request for Payment for work done during the previous calendar month. All unused Owner contingency will be returned to the Owner. Owner shall issue payment within thirty (30) days of receipt of an undisputed and complete invoice.

(i) The Request for Payment shall be in form of a standardized invoice or AIA Document G702-703 appropriately addressed to Owner's Representative at 35 Referendum Drive NE, Bolivia, NC 28422 and shall show substantially the value of work done during the previous calendar month.

(ii) The Owner will retain funds from each progress payment to the maximum extent allowed by N.C. General Statute 143-134.1 until the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. If a reduction in retainage has been made or the Owner stops withholding retainage for any reason, the Owner may increase or commence the retainage as authorized by N.C. Gen. Stat. 143-134.1.

(iii) Owner will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work. Materials once paid for by the Owner become the property of the Owner and may not be removed from the work site without the Owner's written permission.

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(iv) Final payment shall not be due to the Design-Builder until thirty (30) days after Final Completion of the Work, including any and all punch list work, has been satisfactorily completed and an appropriate Affidavit, Indemnification, and Release as required in the Supplementary Conditions has been received by Owner.

b. Should Owner reasonably determine that Design-Builder has failed to perform the Work related to a Request for Payment, Owner, at its discretion may provide the Design-Builder, in writing, ten (10) days to cure the breach. Owner may withhold the accompanying payment without penalty until such time as Design-Builder cures the noticed breach.

(i) Should Design-Builder or its representatives fail to cure the breach within ten (10) days after the written notice or fail to reasonably agree in writing to such modified schedule, Owner may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Design-Builder.

(ii) This section shall not be interpreted to limit the definition of breach to the failure to perform the Work related to a Request for Payment.

c. The Design-Builder has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. It shall be the Design-Builder's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Design-Builder and each of its subcontractors in a format acceptable to the Owner.

d. Should the Owner receive notice from any source that the Design-Builder has failed to pay a subcontractor/supplier for the Work performed related to a Request for Payment, Owner shall have the authority to withhold payment of the disputed amount until the parties resolve the payment dispute to the satisfaction of the Owner, such resolution to be documented in writing. Failure to pay the Design-Builder pursuant to this section of the Agreement shall not be deemed to be a breach of the Agreement.

6. NON-APPROPRIATION

a. Design-Builder acknowledges that Owner is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

b. If the Board of County Commissioners does not appropriate the funding needed by Owner to make payments under this Agreement for a given fiscal year, Owner will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, Owner will promptly notify Design-Builder of the non-appropriation, and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by Owner which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

c. In the event of a change in the Owner's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically

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terminate without penalty to Owner upon written notice to Design-Builder ofsuch limitation or change in Owner's legal authority. The Owner shall not be liable for any damages to the Design-Builder whether direct, indirect, liquidated, or unliquidated.

7. NOTICES

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Owner:
Brunswick County Schools
Attn: Teresa Fike
35 Referendum Drive NE
Bolivia, NC 28422

Design-Builder:
Schneider Electric Buildings Americas, Inc.
Attn: Tammy Fulop
1650 W. Crosby Road
Carrolton, TX 75006

With a copy to:
Brunswick County Manager
Attn: Randell Woodruff
P. O. Box 249
Bolivia, NC 28422

8. MISCELLANEOUS

a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal, or local law, rules, regulations and ordinances.

b. No act or failure to act by the Owner or Design-Builder shall constitute a waiver of any right or duty granted them under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.

c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as, including but not limited to, ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Design-Builder. The costs for material and structural testing shall be conducted by an independent third party at the expense of the Owner. Delays related to any of the aforementioned tests and inspections shall not be grounds for delaying the completion of the work. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and/or the requirements of any code or law the Design-Builder is solely responsible for the costof bringing such deficiencies into compliance with the terms of the Contract Documents and/or any code or law.

d. Should the Owner reject any portion of the Work for failing to comply with the Contract Documents, Design- Builder shall promptly, at Design-Builder's expense, correct the Work. Any such rejection may be made before or after substantial completion. If applicable, any additional expense borne by the Owner under this section shall be paid at Design-Builder's expense.

e. The Design-Builder shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner.

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f. The Design-Builder shall list any and all architects, consultants, designers, engineers, other professionals and contractors, together with all related license information, employed, engaged, contracted, or subcontracted to perform any part or portion of the Work. Such list shall be provided as Exhibit 2 hereto. Exhibit 2 shall be updated regularly as such architects, consultants,designers, engineers, other professionals and contractors are retained and/or hired.

9. LIQUIDATED DAMAGES

a. Owner and Design-Builder accept the following liquidated damages provision:
Should the Design-Builder fail to substantially complete the Work on or before the dates stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), he shallpay the Owner, as Substantial Completion liquidated damages, $500 per day for each consecutivecalendar day that terms of this Agreement for the completion work remains unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measureof damages which the Owner will sustain per day by failure of the Design-Builder to complete work within time as stipulated and shall serve as the Owner's sole and exclusive remedy and in no event shall the total aggregate liability for Liquidated Damages under this Agreement exceed ten percent (10%) of the value of this Agreement it being recognized by the Owner and the Design-Builder that theinjury to the Owner which could result from a failure of the Design-Builder to complete any or all of the projects on schedule is uncertain and cannot be computed exactly. It is agreed that these amounts are the minimum measure of damages the Owner will sustain due to the delay in the completion of the work, the disruption to the school and the learning environment, the cost of the Owner's contract management time and resources. In no way shall costs for liquidated damages be construed as a penalty on the Design-Builder.

10. ENTIRE AGREEMENT

All of the documents listed, referenced or described in this Agreement, the written Notice-to-Proceed, together with Modifications (as defined in the Supplementary Terms and Conditions) made or issued in accordance herewith are the Contract Documents, and the work, labor, materials, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contract Documents constitute the entire agreement between Owner and Design-Builder. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidencedby electronic signatures. If any provision of the Agreement or Supplementary Conditions shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

11. SIGNATURES

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written.

COUNTY OF BRUNSWICK, NORTH CAROLINA

_____

Chairman, Board of Commissioners

ATTEST:

_____

Clerk to the Board of Commissioners

[SEAL]

This Agreement was approved by the Board on the 19th day of April, 2021.

SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

By: _____

Tammy Fulop VP

(Print Name and Title)

ATTEST:

_____

Corporate Secretary

[Corporate Seal]

This Instrument Has Been Pre-audited In The Manner Required By The School Budget And Fiscal Control Act.	This Instrument Has Been Pre-audited In The Manner Required By The Local Government Budget And Fiscal Control Act.
Freyja Cahill	Julie A. Miller
Freyja Cahill, Finance Officer Brunswick County Schools	Julie A. Miller, Director of Fiscal Operations, County of Brunswick, North Carolina
	APPROVED AS TO FORM Bryan W. Batton Bryan W. Batton, Asst. County Attorney County of Brunswick, North Carolina

4.9004.695.526.316.503.00

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ARTICLE 1. DEFINITIONS

1.1 Agreement - The Design Build Contract and these Supplementary Conditions.

1.2 AIA - The American Institute of Architects.

1.3 ASTM - The American Society for Testing and Materials.

1.4 Beneficial Occupancy – Use of the Project by the Owner after Substantial Completion, but prior to Final Completion.

1.5 Change Order - A written order to the Design-Builder signed by the Owner authorizing an addition, deletion, or revision in the Work and/or an adjustment in the Contract Price and/or the Contract Time issued after execution of the Design Build Contract. See paragraph 13.1.

1.6 Completion Date - Those dates identified as Completion Dates in the Contract Documents.

1.7 Design Build Contract – The document executed by the Design-Builder and the Owner to formally memorialize their consent to the terms of the Project and referred to as the Agreement.

1.8 Change Directive – A written order to the Design-Builder signed by the Owner directing an addition, deletion, or revision in the Work after execution of the Design Build Contract, in circumstances when the parties have been unable to agree on an adjustment to the Contract Price or the Contract Time, but the Owner requests that the Design-Builder proceed with said addition, deletion, or revision in the Work subject to adjustment of the Contract Price and/or Contract Time under the procedures described herein.

1.9 Design Build Schedule - That schedule prepared by the Design-Builder and submitted for the Owner detailing the schedule for the Work. The Design Build Schedule shall not exceed time limits imposed by the Contract Documents.

1.10 Contract Documents - All of the documents that make up the Agreement, plus the Drawings and Specifications that describe the scope of the Work, plus allowable Modifications to the Contract Documents.

1.11 Contract Time - The number of calendar days stated in, or computed from, the Contract Documents for the completion of the Work, or any portion thereof. See, particularly, Article 12 hereof and the Contract Construction Schedule. Time of completion as specified therein is of the essence. The time used and referred to on the Project will be that time which is observed in North Carolina, being Eastern Daylight Savings Time (EDT), Eastern Standard Time (EST), or other as designated by the Owner.

1.12 Contractor(s) - The Contractor(s) shall be any entity performing construction work for the Design-Builder. Any Contractor(s) used or retained by Design-Builder shall be licensed by the State of North Carolina to perform such work for which it is used or retained.

1.13 Days - Unless otherwise indicated, the term "days" shall mean consecutive calendar days.

1.14 Drawings - The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work,

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and generally including plans, elevations, sections, details, schedules and diagrams. A list of the Drawings is contained in the Contract Documents.

1.15 Field Order - A written order issued by the Owner's Representative which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with the Contract Documents. See paragraph 13.2.

1.16 Final Completion - The point at which the Design-Builder has completed the Work, with the exception of guaranty and warranty obligations and as determined by the Owner and becomes entitled to final payment upon the determination by the Owner.

1.17 Modification - (A) a written amendment to the Contract Documents signed by the Owner and the Design-Builder and identified therein as such, (B) a Change Order, (C)
Change Directive, or (D) a Field Order. A Modification may only be issued after execution of the Agreement.

1.18 Notice of Award - The written notice by the Owner to the Design-Builder that the Design-Builder is the candidate chosen pursuant to the RFQ process and that upon compliance with the conditions precedent to be fulfilled by the Design-Builder within the time specified, the Owner will execute and deliver the Agreement to the Design-Builder.

1.19 Notice - The term "notice" or "written notice" as used herein shall mean and include all written notices, demands, instructions, and claims approvals and disapprovals furnished by the Owner to obtain compliance with the requirements of the Contract Documents, as well as all written notices, demands, instructions and claims furnished by the Design-Builder as required by the Contract Documents. Where notice is required under the terms of the Contract Documents written notice shall always be required, and oral or "constructive" notice shall be insufficient and ineffective as notice. Email or other electronic delivery shall be insufficient and ineffective as notice unless specifically allowed by the Owner. Written notice shall be deemed to have been duly served on the date that it is delivered in person to the individual or to a member of the firm, to an officer of the corporation for whom it is intended, to an authorized representative of such individual, firm, or corporation, or on the date that it is mailed by registered or certified mail, return receipt requested, addressed to the last business address of such individual, firm, or corporation known to the person giving the notice. Written notice may also be given by facsimile transmission, provided that proof of delivery is obtained. In the case of delivery in person, such delivery shall not be effective unless and until a written and signed receipt showing the date and time of delivery is obtained.

1.20 Owner - The Owner is the person or entity designated as such in the Agreement. However, when any notice or request is required by the Contract Documents to be made to Owner and Owner's Authorized Representative Owner refers to the Brunswick County Board of Education or authorized designee.

1.21 Owner's Authorized Representative (or "Owner's Representative")- A person, or persons, employed by the Owner and designated from time to time by written notice to the Design-Builder to administer the Contract Documents, and to observe and monitor the Work on behalf of the Owner with authority and responsibility as herein specified.

1.22 Project - The total design and construction of which the Work performed under the Contract Documents may be the whole or a part.

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1.23 Project Manager - That person designated by the Design-Builder in accordance with paragraph 7.2 who shall be in general charge of the Work and its performance and who shall have the authority set forth in the last sentence of paragraph 7.2.

1.24 Request for Information - A written communication from the Design-Builder to the Owner for any interpretation of, or information needed, required, or desired under the Contract Documents. The Owner reserves the right to determine the reasonable format and contents required for a Request for Information. In any Request for Information, the Design-Builder shall state a reasonable date by which a response is necessary in order to avoid delay in progress on the Work and shall make such request sufficiently in advance of such date as to avoid any such delay. The Owner shall respond in writing to the Request for Information by the date stated by the Design-Builder unless he cannot reasonably do so, in which case he shall prior to that date notify the Design-Builder of the date by which he can reasonably respond. The Design-Builder shall not be entitled to any additional time for the completion of the Work or any portion thereof by reason of the Owner's failure to respond if he has not submitted its Request for Information sufficiently in advance to allow the Designer a reasonable time within which to respond.

1.25 Request for Payment - The form, in the form of AIA Document G702 (latest ed.) or other published document approved by Owner, which is to be used by the Design-Builder in requesting progress payments and which is to include a Schedule of Values as required by the Contract Documents and an affidavit of the Design-Builder that progress payments theretofore received from the Owner on account of the Work have been applied by the Design-Builder to discharge in full all the Design-Builder's obligations incurred in connection with Work covered by all prior applications for payment. See paragraph 19.2.

1.26 Resident Superintendent - That person designated by the Design-Builder in accordance with paragraph 7.2 who has day-to-day responsibility for the prosecution of the Work and the obtaining of proper materials and equipment, and adequate labor and who shall have the authority set forth in the last sentence of paragraph 7.2.

1.27 Schedule of Values – The agreed upon breakdown of the Contract Price which may be required by the Contract Documents, and designated as such. See paragraph 19.1.

1.28 Service Instruments or Instruments of Service refer to representations of the creative work of the Design-Builder and may include drawings, sketches, specifications, or similar items.

1.29 Specifications - That portion of the Contract Documents consisting generally of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

1.30 Subcontractor - A person, firm, or corporation who has entered into a direct contract with the Design-Builder or Contractor to perform any of the Work at the Project or a person or entity supplying materials to be used or consumed in the completion of the Work.

1.31 Submittal - Shop drawings, product data, samples, and other documents required by the Contract Documents to be submitted by the Design-Builder to the Owner.

1.32 Substantial Completion - The point at which the Work, and Work by other Contractors on or in connection with the Project, is sufficiently complete, as determined by the Owner’s Authorized Representative, in accordance with the Contract Documents that it can be beneficially occupied by the Owner, and the Work can be utilized by the Owner for its intended use, and all necessary

permits and permissions for Beneficial Occupancy and utilization having been obtained by the Design-Builder. All operations and maintenance manuals, Owner training, and as-built drawings must be submitted prior to Substantial Completion being achieved.

1.33 Sub-subcontractor - A person or entity that has a direct or indirect contract with a Subcontractor to perform any of the Work at the Project or a person or entity supplying materials to be used or consumed in the completion of the Work.

1.34 Work - The construction and services required by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by the Design-Builder to fulfill the Design-Builder's obligations.

1.35 All references in the Contract Documents to the masculine shall be interpreted as including the feminine or neuter and all references in the Contract Documents to the singular or the plural shall be interpreted as including the other, as may be appropriate in the reasonable interpretation of the Contract Documents.

ARTICLE 2. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings and other Contract Documents to describe a complete Project in accordance with the Contract Documents.

2.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Design-Builder finds a conflict, error, or discrepancy in the Contract Documents, the Design-Builder shall notify the Owner's Authorized Representative in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: Design Build Contract, Modifications, Addenda, Supplementary Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for however, the Design-Builder shall not be expected to infer from the Contract Documents any work which would not be inferred by a Design-Builder having knowledge and experience with similar work.Work, materials or equipment described in words which, so applied, have a well-known technical trade meaning shall be deemed to refer to such meaning and to incorporate any recognized standards which are a part of such meaning if not otherwise defined within the Contract Documents.

2.2.1 The Design-Build Documents shall not be construed to create a contractual relationship of any kind: (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review any aspect of the Project.

2.3 Not Used.

2.4 The Work of all trades retained by the Design-Builder and performed under the Contract Documents shall be coordinated by the Design- Builder in such a manner as to obtain the best

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workmanship possible for the entire Project and allcomponents of the Work shall be installed or erected in accordance with the best practices of theparticular trade.

2.5 The Design-Builder shall fully complete the Work and shall be responsible for all of the Work under the Contract Documents to which the Design Build Contract applies. If the Design-Builder is prevented from doing so by any limitation of the Contract Documents, the Design-Builder shall immediately give notice thereof to the Owner's Authorized Representative in writing.

2.6 Standard specifications or manufacturers' literature, when referenced, shall be of the latest revision or printing unless otherwise stated and is intended to establish the minimum requirements acceptable.

2.7 For those materials specified without the use of brand names, the Design-Builder shall submit within thirty (30) days after its receiving the Design Build Contract for signatures, any product that meets the express requirements of the Specifications. Such Submittal shall include manufacturer's data, test reports, performance data and certifications, samples, erection details, and other applicable information as required to permit determination by the Owner's Authorized Representative whether such proposed products are suitable. The Owner's Authorized Representative shall be the sole judge as to the suitability of any proposed product. The burden of proof of quality rests with the Design-Builder.

2.8 The Design-Builder is required to examine and read the complete set of Contract Documents for information concerning the Work. No allowance will be made for the Design- Builder's failure to become familiar with the complete set of project documents.

2.9 Design-Builder's requests for clarification or information shall clearly define the cause(s) of Design-Builder's request and, as appropriate, shall include Design-Builder's interpretation and Design-Builder's proposed solution.

ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

3.1 The Design-Builder has investigated prior to responding and is satisfied with all conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Design-Builder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the Project site, including all exploratory work done by the Owner, as well as from information presented by the Contract Documents, or any other information made available to the Design-Builder prior to its response. Any failure by the Design-Builder to become acquainted with the available information shall not relieve the Design-Builder from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.

3.2 The Design-Builder shall be entitled to make all inferences from the Contract Documents that would reasonably be made by a Design-Builder having knowledge and experience with similar work; however, the Design-Builder shall not be entitled to infer from the Contract Documents any fact or condition which would not be inferred by a Design-Builder having knowledge and experience

with similar work and the Design-Builder shall be required to obtain independently such other information as a knowledgeable and experienced Design-Builder would prudently obtain in order to evaluate any such condition.

3.3 The Design-Builder specifically acknowledges familiarity with all federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect those engaged or employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work and agrees that the Design-Builder and the Design-Builder's employees, subcontractors, and suppliers will, at all times, have knowledge of and comply with same. If the Design-Builder shall discover any provisions in the Contract Documents which are contrary to or inconsistent with any such law, ordinance, rule, or regulation, the Design-Builder shall immediately give notice thereof to the Owner's Authorized Representative in writing, identifying any items of Work affected, and the Design-Builder shall not proceed until the Design-Builder has received written direction from the Owner's Authorized Representative with respect to these items. If the Design-Builder performs contrary to or inconsistently with any such law, ordinance, rule, or regulation without such written direction, the Design-Builder shall bear all costs which are a consequence of such performance.

3.4 At times selected by the Owner's Authorized Representative after execution by the Design-Builder of the Construction Agreement, a pre-construction conference shall be scheduled and conducted for the benefit of the Project.

ARTICLE 4. BONDS

4.1 A Performance Bond in the full amount of the Contract Price shall be required of the Design-Builder to guarantee the faithful performance of the Work in compliance with the Contract Documents, with a surety authorized to conduct business in the state in which the project is located and identified on the then current U.S. Department of the Treasury List of Approved Sureties (Circular 570) and in such form as may be required by applicable state and local law and approved by the Owner, such Owner approval shall not be unreasonably withheld. The Performance Bond shall be dated the same date as the Design Build Contract andmust be accompanied by a current copy of the power of attorney for the attorney-in-fact executingsuch bond on behalf of a surety company licensed to do business in the State of North Carolina. Inthe event the bond is found to be void or that the surety has insufficient funds to insure faithful completion of the Project, Owner may require Design-Builder to obtain new or additional bonds.

4.2 A Payment Bond in the full amount of the Contract Price shall be required of the Design- Builder to guarantee the payment of all labor and material costs or claims in connection with compliance with the Contract. Bond will be issued by a surety authorized to conduct business in the state in which the project is located and identified on the then current U.S. Department of the Treasury List of Approved Sureties (Circular 570) and in such form as may be required by law and approved by the Owner, such Owner approval shall not be unreasonably withheld. Said bond shall be dated and executed in the same manner as the Performance Bond in paragraph 4.1. In the event the bond is found to be void or that the surety has insufficient funds to insure faithful completion of the Project and related payment, Owner may require Design- Builder to obtain new or additional bonds.

ARTICLE 5. INSURANCE AND INDEMNITY

5.1 DESIGN-BUILDER PROVIDED INSURANCE

The Design-Builder shall purchase and maintain in companies properly licensed by the Insurance Department of the State of North Carolina and acceptable to the Owner (Owner approval shall not be unreasonably withheld) such insurance as will protect him, the Owner, and the Owner's agents, representatives, and employees from claims which may arise out of or result from the Design-Builder's operations under the Agreement, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectlyemployed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include:

5.1.1 Worker's Compensation including Occupational Disease and Employer's Liability Insurance

.1 Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws

.2 Employer's Liability
$1,000,000 Each Accident
$1,000,000 Policy Limit
$1,000,000 Each Employee

5.1.2 Commercial General Liability (Occurrence Form) - The Design-Builder shall provide during the life of this Agreement such Commercial General Liability (Occurrence Form) Insurance as shall protect Design-Builder from claimsfor damages for Bodily Injury including accidental death, as well as from claims for Property Damage which may arise from operations under this Agreement, whether such operations be by himself or by any anyone directly or indirectly employed by either of them. Thisinsurance shall be on the Standard Insurance Services Office, Inc. (ISO) Commercial Liability Occurrence Form. The Design-Builder shall procure insurance coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than thosestated below:

A Combined Single Limit for Bodily Injury, Property Damage and Personal Injury of:

$2,000,000	General Aggregate (except Products - Completed Operations) Limit
$2,000,000	Products - Completed Operations Aggregate Limit
$1,000,000	Personal and Advertising Injury Limit
$1,000,000	Each Occurrence Limit
$ 5,000	Medical Expense Limit

5.1.3 Property Damages, including Property Damage and Explosion, Collapse, Underground property damage coverages, and blasting, where necessary.

5.1.4 Completed Operations Liability: Continuous coverage in force for one year after completion of Work.

5.1.5 Commercial Automobile Insurance, including coverage for owned, non-owned and hired vehicles - with limits not less than a Combined Single Limit for Bodily Injury and Property Damage of $1,000,000.

5.1.6 Umbrella Liability Insurance: Policy to 'pay on behalf of the Insured' with Limits of Liability: $1,000,000.

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5.2 ISO Acord Form 25 Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner. Failure to provide such notice shall not limit the liability of the Insurer, its agents or representatives.

5.3 All insurance policies required in this Article, except Worker's Compensation and Commercial Automobile, shall name the Owner and Owner's Representative as additional insured for the insurance. TheOwner shall be included in the definition of "insured" in the Commercial Automobile Policy.

5.4 Design-Builder shall not commence work under this Agreement until he has obtained all the insurance and bonds required under Article 5 of this Agreement and until such insurance and bonds have been approved by the Owner, nor shall Design-Builder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by Owner shall not relieve or decrease the liability of Design-Builder hereunder.

5.5 The Commercial General Liability and Workers Compensation Policies provided by Design-Builder shall have endorsements waiving subrogation against Owner.

5.6 PROPERTY INSURANCE. Design-Builder shall provide the following property insurance:

5.6.1 Unless stated otherwise in the Supplemental Conditions, Design-Builder shall purchase and at all times maintain such insurance as will protect from loss or damage to Work or property in the course of construction, including all machinery, materials and supplies on the premises or in transit thereto and intended to become a part of the finished work until Final Completion. This insurance shall be in the form of'Builder's Risk Covered Cause of Loss Form' to include, but not limited to, theft, collapse, earth movement and flood. Design-Builder shall remain solely liable for the full amount of any item covered by such insurance.

5.6.2 If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by Owner and Design-Builder, and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Design-Builder and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

5.7 Owner shall be under no obligation to review any Certificates of Insurance provided by Design-Builder, or to check or verify Design-Builder's compliance with any and all requirements regarding insurance imposed by the Contract Documents. Design-Builder is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by Design-Builder not comply with any and all requirements regarding insurance imposed by the Contract Documents.

5.8 All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or a similar rating company with a minimum of an "A-" rating.

5.9 Subcontractor Insurance. Design-Builder shall require all Subcontractors to obtain, maintain and keep in force during the time in which they are engaged in performing Work, adequate insurance coverages that are consistent with the requirements of Section 5.

5.10 INDEMNIFICATION

5.10.1 To the fullest extent permitted by law and without limiting any other indemnity obligation set forth herein, Design-Builder shall indemnify and hold harmless Owner and Owner's Representative and its officers, directors, partners, employees, agents, and other consultants and subcontractors from and against all claims,costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) (collectively, "Claims") asserted against Owner to the extent the Claim was caused by or arises from Design-Builder's, or anyone for whom Design-Builder is responsible, Legal fault or negligence be the proximate cause of such Claims.

5.10.2 In any and all Claims against Owner or any of its respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Design-Builder, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work of anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Builder or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability acts, or other employee benefit acts.

5.10.3 . TO THE EXTENT PERMITED BY APPLICABLE LAW AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT OR THE CONTRACT DOCUMENTS TO THE CONTRARY, THE MAXIMUM LIABILITY OF SUBCONTRACTOR FOR DAMAGES UNDER THE AGREEMENT SHALL NOT EXCEED THE TOTAL VALUE OF THE AGREEMENT. THE PRECEDING SENTENCE SHALL NOT APPLY TO ANY CLAIM FOR BODILY INJURY, OR TO ANY OTHER CLAIM TO THE EXTENT OF SUBCONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.11 Upon completion of the Work the Design-Builder shall execute an affidavit and release stating there are no unpaid debts for any work that has been done or materials that have been furnished to the Project prior to and as of the date of substantial completion. Such affidavit and release shall be in a form and substance acceptable to Owner.

5.12 The Design-Builder further agrees to obtain, maintain, and pay for such liability insurance coverages and endorsements as will insure the provisions of this paragraph 5.10. Furthermore, theDesign-Builder agrees to be liable for and to indemnify and reimburse the Owner for all legal feesand disbursements paid or incurred to enforce the provisions of this paragraph. The indemnificationobligations under this paragraph shall not be limited in any way by the amount or type of damages,compensation or benefits payable under worker's compensation acts, disability benefit acts, otheremployment benefit acts, or the amount of insurance carried or recovered.

5.13 The Owner acknowledges that hazardous or toxic waste, material, chemicals, compounds or substances, or other environmental hazards, contamination or pollution, (referred to hereinafter as "environmental hazards") may be present at the Project site that were not created, generated, or released at the Project site by the Design-Builder or its Subcontractors, agents or employees, acting alone or in concert with others. Unless the remediation, abatement or handling of such environmental hazards is part of the scope of the Work under the Agreement, then upon the discovery of such environmental hazards, the Design-Builder shall immediately, and in no event

more than two (2) days later, give written notice to the Owner of the environmental hazards before they are disturbed. The Owner and the Owner's Authorized Representative shall thereupon promptly investigate the environmental hazards and make such changes in the Drawings and/or Specifications as they may find necessary to abate, remediate, isolate, or handle the environmentalhazards. Any increase or decrease in the Contract Price or the Contract Time resulting from suchchanges shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. It is agreed that the Design-Builder shall have no liability under theAgreement for any environmental hazards existing prior to the date that Work commences underthe Agreement unless the Design-Builder or its Subcontractors, agents or employees, acting aloneor in concert with others, by their own negligence or misconduct, release or expose the Owner orthird parties to the environmental hazards. The provisions of this paragraph shall survive the termination or cancellation or completion of the Agreement.

5.14 NON-LIMITATION

The indemnification provisions of this Article 5 shall be supplemented by and in no way limited by any additional indemnification requirements of the Contract Documents. In the event of a conflict among the terms of any indemnification provision among the Contract Documents the provision requiring the greater indemnification of Owner shall control.

ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS

The Design-Builder shall submit to the Owner's Authorized Representative all Submittals required by the Contract Documents. The Design-Builder shall submit at least three (3) reproducible prints of all design drawings, specifications, 1 and shop drawings. The Design-Builder shall submit samples in quantities required by the Contract Documents. The Design- Builder shall submit product data in at least five (5) copies. All shop drawings shall be reviewed by the Design-Builder and shall bear the Design-Builder's stamp of approval before being forwarded to the Owner's Authorized Representative. Submittals shall be submitted in such time as to cause no delay to the Work or any part thereof and in accordance with the Contract Construction Schedule and Submittal Register. The Owner's Authorized Representative shall review the submittal with reasonable promptness, noting desired corrections, if any. The Owner's Authorized Representative shall retain two (2) copies of the submittal and shall return the balance of the reviewed submittal to the Design-Builder for action. The Design-Builder shall furnish any corrected submittal to the Owner's Authorized Representative. The Owner's Authorized Representative shall retain two (2) copies of the corrected submittal and will return the balance of the reviewed submittal to the Design-Builder. All substitutions shall be in accordance with the Contract Documents.

The Design-Builder acknowledges that the processing of drawings and other submittals is directly impacted by the clarity, completeness, and accuracy of said documents and that it is the Design-Builder's responsibility to (i) review and coordinate each submittal with all other related or affected Work and (ii) approve each submittal before submitting same to the Owner's Authorized Representative for approval.

6.1 No substitutions and no deviations from any requirement of the Contract Documents shall be deemed allowed unless the Design-Builder has specifically informed the Owner in writing of such deviations at the time of submittal and the Owner has given written and specific approval to the substitutions or deviations. In proposing a deviation or substitution the Design-Builder warrants to the Owner, notwithstanding any review, allowance or approval by the Owner's Authorized Representative or the Owner that the deviation or substitution is at least equal to or better in quality and for the purpose intended, and that Design-Builder shall not by reason of any such review, allowance or approval be relieved from any obligation or responsibility contained in the Contract Documents.

6.2 Review of submittal by the Owner's Authorized Representative shall not be construed as relieving the Design-Builder from responsibility for compliance with terms or designs of the Contract Documents nor from responsibility for errors of any sort in the submittal.

6.3 The Design-Builder shall keep one record copy marked "As-Built" of all Specifications, Drawings, Addenda, Modifications, and Submittals at the Project in good order and annotated at least monthly to show all changes made during the construction process. Such monthly annotations and their approval by the Owner's Authorized Representative shall be a condition precedent to approval by the Owner's Authorized Representative of each monthly Request for Payment. Said record copy shall be stored at the Project and fully protected from damage by fire or other hazard. This record copy shall be available to the Owner's Authorized Representative for inspection at all times and shall be delivered to the Owner's Authorized Representative for the Owner's purposes prior to the Owner's Authorized Representative's certifying Substantial Completion of the Work. At completion of the Project and before Final Payment, the Design-Builder shall assemble anddeliver to the Owner one complete set of all as-built drawings. These drawings and submittals shall be on paper, or in electronic or other media ifrequired by the Supplementary Conditions.

ARTICLE 7. DESIGN-BUILDER

7.1 The Design-Builder shall supervise and direct the Work efficiently and with the Design- Builder's best skill and attention. Except as may be set forth specifically in the Contract Documents, the Design-Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs in connection with the Work. The Design-Builder shall be responsible to see that the finished Work complies accurately with the Contract Documents.

7.2 The Design-Builder shall appoint a Project Manager and shall keep said Project Manager assigned to the Project at all times during its progress a competent Resident Superintendent and necessary assistants who shall notbe replaced without prior written approval by the Owner..The Project Manager and the Resident Superintendent may be the same person or different persons. At any time, the Owner, in its sole and absolute discretion, and based upon reasonable cause and justification, may require the Design-Builder to replace the Project Manager or Resident Superintendent with an experienced and competent person or persons upon three (3) days written notice from the Owner to the Design-Builder. Such replacement shall be at the Design-Builder's expense and at no cost to the Owner. Both the ProjectManager and the Resident Superintendent shall have authority to act on behalf of the Design- Builder, and instructions, directions or notices given to either of them shall be as binding as if givento the Design-Builder.

7.3 The Design-Builder shall provide sufficient competent and suitably qualified personnel, equipment, and supplies to lay out the Work and perform construction as required by the Contract Documents. The Design-Builder will at all times maintain good discipline and order at the site, and will comply with all applicable OSHA standards.

(a) Any person employed by the Design-Builder, any Subcontractor, or any sub-subcontractor who, in the sole opinion of the Owner or Owner's Authorized Representative, does not perform its Work in a proper and skillful manner, commits unlawful acts on the Project or is intemperate or disorderly shall, at the written request of the Owner or Owner's Authorized Representative, be removed forthwith by the Design-Builder, Subcontractor, or sub-subcontractor employing such person without cost to the Owner, and shall not be employed again in any portion of the Work without the written approval of the Owner's Authorized Representative.

(b) Should the Design-Builder fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work within three (3) days after written order, the Owner may withhold further payment by written notice until compliance with such order.

7.4 If, in the opinion of the Owner's Authorized Representative, any Subcontractor on the Project is unsatisfactory, he shall be replaced by the Design-Builder with no increase in the Contract Price if and when directed by the Owner's Authorized Representative in writing.

7.5 The Design-Builder shall furnish and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, light, heat, and all other facilities and incidentals necessary for the execution, maintenance, initial operation, and completion of the Work, other than those specifically excluded by the Contract Documents and to be furnished by the Owner or others. When use or storage of hazardous materials or equipment or methods of more than ordinary risk are necessary in accomplishing the Work, the Design-Builder shall give the Owner's Authorized Representative reasonable advance notice. Design-Builder shall not pay in advance for any material, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, light, heat or other facilities and incidentals without the prior written consent of Owner. Unless otherwise provided herein Design-Builder shall store all supplies, materials, tools, and equipment on the Project site.

(a) If any materials are to be furnished or installed by the Owner or others under the terms of the Contract Documents, said materials shall be made available to the Design-Builder at the location(s) specified in the Contract Documents. All costs of handling, transportation from the specified location to the Project, storage, and installing of Owner-furnished materials shall be included in the Contract Price. The Design-Builder shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Design-Builder's handling, storage, or use of such Owner-furnished material. The Owner shall deduct from any monies due or to become due the Design-Builder any cost incurred by the Owner in making good any such damage, loss, or efficiency.

(i) Design-Builder shall be responsible for unloading any Owner-provided materials and for coordinating delivery of same.

(ii) In the event Owner fails to timely supply needed materials and said failure directly results in a delay in the Work's critical path the sole remedy for Design-Builder shall be a day for day extension of time.

(b) All equipment which is proposed to be used in the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing facilities shall result from its use.

(c) When the methods and equipment to be used by the Design-Builder accomplishing the Work are not prescribed in the Contract Documents, the Design-Builder shall be free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents and the prevailing local standard.

(d) When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner's Authorized Representative. If the Design-Builder desires to use a method or type of equipment other than specified in the Contract Documents, the Design-Builder may request authority from the Owner's Authorized Representative to do so. The request shall be in writing and shall include a full

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description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it shall be on the condition that the Design-Builder shall be fully responsible for producing Work in conformity with the requirements of the Contract Documents. If, after trial use of the substituted methods or equipment, the Owner's Authorized Representative determines that the Work produced does not meet the requirements of the Contract Documents, the Design-Builder shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment at no additional cost to the Owner. The Design-Builder shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Owner's Authorized Representative may direct. No change in the Contract Price or in Contract Time shall be made as a result of authorizing a change in methods or equipment under this paragraph.

7.6 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Project site in their original packages or containers with seals unbroken and labels intact.

Materials shall be so stored as to assure the preservation of their quantity, quality, and fitness for the Work. Stored materials, even though approved before storage, may again be inspected by the Owner's Authorized Representative prior to their use in the Work and shall meet the requirements of the Contract Documents at the time they are incorporated into the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Design-Builder shall coordinate the storage of all materials with the Owner's Authorized Representative. Materials to be stored at the Project or on the Owner's property shall not create an obstruction to the Owner's reasonable activities. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Design-Builder shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Design-Builder shall furnish the Owner a copy of the property owner's permission. All storage sites on private or the Owner's property shall be restored to their original condition by the Design-Builder at its entire expense, except as otherwise agreed to in writing by the owner or lessee of the property.

7.7 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the Contract Documents.

7.8 The Design-Builder will be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Design-Builder is responsible for the acts and omissions of the Design-Builder's own employees. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor or supplier and the Owner, or any obligation on the part of the Owner to pay or see to the payment of any money due any such Subcontractor or material furnisher except as may otherwise be required by law. The Owner's Authorized Representative may furnish to any Subcontractor or supplier, to the extent practicable, evidence of amounts paid to the Design-Builder on account of specific Work done.

7.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Design-Builder in dividing the Work among Subcontractors.

7.10 The Design-Builder agrees to bind specifically every Subcontractor to the terms and conditions of the Contract Documents for the benefit of the Owner and to furnish written evidence thereof to the Owner's Authorized Representative within seven (7) days after written request by the Owner.

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7.11 The Design-Builder shall attend job progress conferences and all other meetings or conferences as directed by the Owner. The Design-Builder shall be represented at these job progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Owner may direct. Job progress conferences shall be open to Subcontractors, suppliers and any others who may contribute beneficially toward maintaining required job progress, and such personnel shall beencouraged by the Design-Builder to attend. It shall be the principal purpose of job progress conferences to effect coordination, cooperation, and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Work and the Projectby the specified Completion Dates. The Design-Builder shall be prepared to assess progress of theWork as required in the Contract Documents and to recommend remedial measures for correctionof progress as may be appropriate. The Owner's Authorized Representative shall preside as chairand arrange for minutes to be taken and circulated.

(a) In the event that the prosecution of the Work is discontinued for any reason, the Design- Builder shall notify the Owner's Authorized Representative at least forty-eight (48) hours in advance of resuming operations.

(b) Should the terms of the Contract Documents require completion of one or more portions of the Work for the Beneficial Occupancy of the Owner prior to completion of the entire Work, the Design-Builder shall complete such portion(s) of the Work on or before the date specified. Such completion shall include the obtaining of all government or other permits, permission, and/or approvals necessary to occupancy. The Design-Builder shall independently estimate the difficulties involved in arranging the Work to permit such Beneficial Occupancy and shall not claim any additional compensation or time extension by reason of any delay or increased cost due to completing such portion(s) of the Work. The Owner's possession and use of such portion(s) of the Work shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. The Owner shall be responsible for the security, maintenance, utilities, and insurance of all portions of the Work completed and beneficially occupied by the Owner.

7.12 The Design-Builder shall pay all license fees and royalties, and assume all costs incident to the use of any invention, design process, or device which is the subject of patent rights or copyrights held by others, except for inventions, design processes, or devices specified by the Owner's Authorized Representative in the Contract Documents. The Design-Builder shall indemnify and hold harmless the Owner, its agents, officers, and employees, from and against all claims, damages, losses and expenses, including attorney's fees and costs of defense, arising out of any infringement or alleged infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any actual or alleged infringement of such rights.

7.13 The Design-Builder shall secure and pay for all permits, including without limitation construction permits and licenses, and will pay all governmental charges and inspection fees necessary for the prosecution of the Work.

7.14 The Design-Builder shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work and shall protect and indemnify the Owner and the Owner's officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Design-Builder or by the Design-Builder's employees, Subcontractors, sub-subcontractors, or their employees.

7.15 The Design-Builder shall be responsible for the entire site of the Project (except those under the Beneficial Occupancy of the Owner) and for its reasonable and necessary protection and

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security, as required by laws or ordinances governing such conditions, or by custom or sound construction practices, and shall share such responsibilities as may be agreed upon among them, or in the absence of such agreement, as may be directed by the Contract Documents or Owner's Authorized Representative. The Design-Builder shall be responsible for any damage to the Owner's property, or that of others, by the Design-Builder or the Design-Builder's employees, Subcontractors, sub-subcontractors, or their employees or agents, and shall make good such damages. The Design-Builder shall be responsible for and pay for any such claims against the Owner.

7.16 The Design-Builder shall protect all landscaping designated to remain in the vicinity of the operations and barricade all walks, roads, and areas as necessary to keep the public away from the construction.

7.17 The Design-Builder shall provide cover and/or protect all portions of the Work and provide all materials necessary to protect the Work whether performed by the Design-Builder or any of the Subcontractors or sub-subcontractors. Any Work damaged through the lack of proper protection, or from any other cause, shall be repaired or replaced without extra cost to the Owner or extension to the Contract Time.

(a) The Design-Builder shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective effort prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance shall be included in the Contract Price and the Design-Builder will not be paid an additional amount for such effort. Should the Owner's Authorized Representative observe that the Design-Builder at any time has failed to maintain the Work as provided herein, the Owner's Authorized Representative may immediately notify the Design-Builder of such non-compliance. Such notification shall specify a reasonable time within which the Design-Builder shall be required to remedy such unsatisfactory maintenance condition. Should the Design-Builder fail to properly respond to the Owner's Authorized Representative's notification, the Owner may, at the Design-Builder's expense, take such action as it may deem appropriate to remedy the defective maintenance, including suspension of the Design-Builder's Work or any part thereof. Any such expense incurred by the Owner shall be deducted from monies due or to become due the Design-Builder.

(b) Parking lots, streets, and walks connecting to the Project area shall be protected by the Design-Builder from deposits of mud, sand, stone, litter, or debris in any form. Pedestrian traffic areas around the construction limits must be maintained in a clean and safe condition at all times with required barricades and covered walkways. When excavation or other operations outside the Project limits is required, the Design-Builder shall, immediately following that work, return the area to its original condition.

(c) All catch basins and storm drain lines in the vicinity of the Project site shall be protected at all times from entry of dirt, rubble, debris and/or environmental contaminants. The residue from the cleaning of trucks, wheelbarrows, concrete buggies, etc. must be prevented from entering the drainage system, and if cleaning is done, the residue must be contained and removed from the Project site with other refuse.

7.18 No burning of refuse or debris shall be allowed inside, adjacent to, or around the Project during the course of construction without written authority from authorities having jurisdiction and the Owner.

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7.19 The Design-Builder shall provide for and maintain necessary safety measures and safety programs for the protection of all persons involved with the Work. Such measures and programs shall include the requirements of the most current edition of the Carolinas AGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or equivalent requirements, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements relating to the prevention of accidents or injuries to persons on or about the location of the Work. All trenches, excavations, or other hazards in the vicinity of the Work shall be well barricaded, andproperly lighted at night. When Work requires closing of an area normally used by the Owner or thepublic, the Design-Builder shall furnish, erect, and maintain temporary barricades, and properly light the area. The Design-Builder shall comply with any directions and public authorities in this respect.

7.20 The Design-Builder shall designate a responsible officer or employee as safety inspector, whose duties shall include accident prevention on the Project as well as implementation of the Design-Builder's safety measures and safety programs on the Project. The name of the safety inspector shall be made known to the Owner's Authorized Representative at the preconstruction conference.

7.21 In emergencies affecting the safety of persons, the Work, or property at the Project site or adjacent thereto, the Design-Builder is obligated to act in the Design-Builder's discretion to prevent threatened damage, injury, or loss. As soon as practicable, the Design-Builder shall notify the Owner's Authorized Representative of such emergency. The Design-Builder shall give the Owner's Authorized Representative prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergency. If the Design- Builder believes that additional work done in an emergency entitles the Design-Builder to an increase in the Contract Price or an extension of the Contract Time, the Design-Builder may make a claim therefore as provided in Articles 13 and/or 14.

7.22 The Design-Builder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Work. At least weekly and at the completion of the Work, the Design-Builder shall remove all waste materials and rubbish from and about the Project. At the completion of the Work, the Design-Builder shall remove all tools, construction equipment, machinery, and surplus materials. The Design-Builder shall leave the Work in condition for occupancy by the Owner such that no cleaning or other operations are required. Material cleared from the Project and deposited on adjacent property shall not be considered as having been disposed of satisfactorily. If the Design-Builder fails to keep the Project clean of waste materials or rubbish, fails to satisfactorily clean-up weekly or at the completion of the Work, the Owner may do so and the costs thereof may be deducted from any amounts due the Design- Builder.

7.23 Utilities, temporary facilities, and signs shall be provided as described in the Contract Documents. Absent a contrary direction in the Supplementary Conditions, the Design-Builder shall pay all bills for water, electricity, or other public utility service to the Project site.

7.24 The Design-Builder shall indemnify and hold the Owner, the Owner's 's consultants, and its officers, agents, and employees harmless against all costs, damages, and expenses, including attorney's fees and costs of defense, arising out of claims by any Subcontractor, sub- subcontractor, or supplier engaged by or employed by the Design-Builder or employed by any of the Subcontractors claiming through it, including without limitation damages, losses, and expenses arising out of or relating to any inconvenience, delay, interference, or other action or non-action of the Design-Builder or the Design-Builder's Subcontractors on the Project. This obligation shall not extend to claims based on Owner's gross negligence or willful misconduct.

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7.25 Prior to completion of the Work and Final Payment of the Contract Price, excepting only those portions of the Work deemed accepted in accordance with the Contract Documents, the Design-Builder shall have charge and care of the Work, and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Design-Builder shall as required by the Owner replace, rebuild, repair, restore, and make good all injury or damage to any portion of the Work occasioned by any of the above causes before Final Completion and shall bear the expenses thereof.

7.26 In the event that the Work, or any portion thereof, is suspended at any time pursuant to an order of the Owner, the Design-Builder shall obey all instructions of the Owner regarding storage of materials, drainage, protection of the Work, and erection of temporary structures during the suspension period.

7.27 The Design-Builder shall be required to notify the Owner's Authorized Representative promptly of any event or condition which could affect the conduct or progress of the Work and shall cooperate fully with all other Owner's Authorized Representative on the Project site.

7.28 All Work performed pursuant to the Contract Documents shall conform in all respects to the North Carolina State Building Code and all other state, local, and national codes in effect at the time of and applicable to this Work.

7.29 The Design-Builder shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor's Occupational Safety and Health Standards for the Construction Industry (29 CFR Part 1926 as adopted in 13 NCAC 07F.0201, including 29 CFR Part 1910 General Industry Safety and Health Standards applicable to construction) and N.C. Gen. Stat. §95-126 through 155 (Occupational Safety and Health) as well as all revisions and amendments to such standards or statutes as may occur throughout the performance of the Work.

7.30 Any land disturbing activity performed by the Design-Builder in connection with the Project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the Project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15 North Carolina administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 NCAC 4A, 4B, and 4C), and as may be revised or amended. Upon receipt of notice that a land-disturbing activity is in violation of said Act and/or ordinance, the Design-Builder shall be responsible for ensuring that all steps or actions necessary to bring the Project in compliance with said Act and/or ordinance are promptly taken. The Design-Builder shall be responsible for all penalties assessed pursuant to N.C. Gen. Stat. 113A-64 with respect to its Work, and shall indemnify and hold harmless the Owner from all costs and expenses, including attorney's fees and costs of defense arising out of or related to the enforcement of the Act against any party or person described in this Article.

7.31 Any mechanical or electrical work such as sleeves, inserts, chases, etc. located in the Work of the Design-Builder for general work shall be built in by that Design-Builder. The mechanical and electrical contractors shall set all sleeves, inserts, and other devices built into the structure in cooperation and under the supervision of the Design- Builder for general work. The responsibility for exact location of such items shall be that of the Design-Builder.

7.32 The Design-Builder shall be responsible for permanently fixed service facilities and systemsin use during progress of the Work and shall strictly adhere to the following procedures:

a) Prior to acceptance of the Work by the Owner, the Design-Builder shall remove and replace any part of the permanent building systems damaged through use during construction.

b) Extra effort shall be maintained to keep the Project area clean.

7.33 Upon execution of this Agreement, Design-Builder grants to Owner an irrevocable license to use any and all Service Instruments for any purpose. Should Owner alter any such licensed Service Instruments without consent of Design-Builder, Owner will release Design-Builder from any claim related to such alteration.

7.34 Design-Builder shall keep and maintain accounting records and all other records relating to the Project. Within fifteen (15) days of Owner's written request, Design-Builder shall provide said accounting records, and any and all other records requested, to Owner for purposesof performing an audit or any other purpose.

ARTICLE 8. OWNER

8.1 The Owner shall issue communications and notices to the Design-Builder through the Owner's Authorized Representative to the extent contemplated by the Contract Documents.

8.2 Owner: County of Brunswick, North Carolina by and through its authorized agent the Brunswick County Schools.

8.3 In case of termination of the employment of the Owner's Authorized Representative, the Owner shall appoint as Owner's Authorized Representative a qualified person who shall have and assume all rights and duties held by the original Owner's Authorized Representative.

8.4 The Owner shall have the right to take possession of and use any portion of the Work notwithstanding the fact that the time for completion of such portion of the Work may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If Owner takes possession of and use of any portion of the Work before the expiration of the time for completion of such portion of Work and without the consent of the Design-Builder, then Owner does so at its own risk.

8.5 A waiver on the part of the Owner of any breach of any part of the Design-Builder shall not be held to be a waiver of any other or subsequent breach.

8.6 Owner reserves the right to engage in or contract for construction activities related to the Project with Owner's employees or contractors. The Design-Builder shall maintain responsibility for coordinating these Owner performed activities with the Work.

8.7 Owner shall have access to the Work and Project at all times and locations. Owner shall comply with Project safety criteria during any such access.

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ARTICLE 9. AUTHORIZED REPRESENTATIVE

9.1 The Owner's Authorized Representative is charged with the responsibility of interpretation of the Contract Documents. The Owner's Authorized Representative's decisions relating to aesthetic matters shall be final.

9.2 All Work completed under the Contract Documents shall be subject to review by the Owner's Authorized Representative. No Work is to be covered without the Owner's Authorized Representative's review or prior authorization. Any Work so covered without the Owner's Authorized Representative's review or prior authorization shall be uncovered to the extent required by the Owner to perform an adequate and proper inspection at the Design-Builder's expense. The Design-Builder shall notify the Owner's Authorized Representative in writing at least twenty-four (24) hours in advance of covering any Work. The Owner's Authorized Representative shall not be responsible for the construction means, methods, techniques, sequences, procedures, or the safety precautions and programs incident thereto, and shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the Contract Documents, but shall be entitled to enforce any requirements in the Contract Documents specifying particular means, methods, techniques, sequences, or procedures.

9.3 The Owner's Authorized Representative shall be an Owner's representative during the construction period. The duties, responsibilities and authority of the Owner's Authorized Representative as the Owner's representative during construction are as set forth in the Contract Documents.

ARTICLE 10. TESTING AND SURVEYING

10.1 Laboratory and field tests to determine compliance of construction with the Contract Documents shall be made by the Owner or testing consultants employed by the Owner except those required elsewhere in the Contract Documents to be paid for by the Design-Builder. The costs and expenses of providing samples for and assistance in any testing shall be borne by the Design-Builder and are included in the Contract Price. Any Work in which untested materials are used without approval or written permission of the Owner's Authorized Representative shall be removed and replaced at the Design-Builder's expense. Work found to be unacceptable or unauthorized will not be paid for and, if directed by the Owner's Authorized Representative shall be removed and replaced at the Design-Builder's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM or other generally recognized or specifically authorized methods which are current on the date of RFQ shall be made at the expense of the Owner; provided, however, in the event that after such testing any Work is found to be defective or does not meet the requirements of the Contract Documents, the costs of retesting such Work and the costs of inspection services shall be paid by the Design-Builder. Samples shall be taken by a testing laboratory employed by the Owner. All materials being used are subject to inspection, tests, or rejection at any time prior to or during incorporation into the Work. Copies of all Owner test reports will be furnished to the Design-Builder at its written request. Copies of Design-Builder test reports shall be furnished to the Owner's Authorized Representative upon written request.

10.2 The Owner shall have the right to deduct the costs of additional testing as described in paragraph 10.1 from any money due the Design-Builder; or if no money is due the Design- Builder, the Owner shall have the right to recover these costs from the Design-Builder, from its sureties, or from both.

10.3 All layouts and surveying shall be the responsibility of the Design-Builder and shall be accomplished by properly qualified personnel duly licensed in the State of North Carolina.

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ARTICLE 11. SEPARATE CONTRACTS

11.1 Pursuant to Article 8 it is expressly understood that the Owner may deploy the Owner's own employees or engage other contractors to perform Work as a part of the Project whose work will be performed simultaneously and sequentially with the performance of the Work by the Design-Builder. In such event the Design-Builder shall coordinate construction activities with such other contractors and the Owner, particularly with respect to access to workareas, storage of materials, and use of elevators and other common facilities. The Design-Buildershall diligently and in good faith cooperate with the Ownerand all other contractors with respect to such matters and shall regularly and faithfully attend any and all meetings called by the Owner with respect to such matters. Any disputes between the Design-Builder and any other contractor with respect to such matters shall be resolved in accordance with the claim and dispute resolution procedures inthe Agreement.

ARTICLE 12. CONTRACT TIME

12.1 Within three (3) days after receipt of the Design Build Contract by the Design-Builder for signatures, the Design-Builder shall prepare and submit to the Ownerfor review and approval a preliminary progress schedule for the Work pursuant to the requirementsstated in the Contract Documents.
12.2 Within five (5) days after initial receipt of the Design Build Contract for signatures the Design-Builder shall submit to the Owner a Submittal Register listing all Submittals the Design-Builder is required to make or proposes to make under the Contract Documents, the dates on which the Design-Builder proposes to make such Submittals and the dates by which the Design-Builder reasonably requires a response from the Owner with respect to each Submittal. The dates submitted shall be incorporated into theContract Construction Schedule as Completion Dates when they have been approved or modifiedby the Owner. The Owner shall not be required to review any Submittalfrom the Design-Builder until a Submittal Register acceptable to and approved by the Owner has been submitted by the Design-Builder.

12.3 Not later than three (3) days following execution and delivery of the Construction Agreement by Owner to Design-Builder, the Owner shall deliver to the Design-Builder a Notice to Proceed. The Notice to Proceed shall state a commencement date on which it is expected that the Design-Builder will begin the Work to be performed under the Agreement. The Contract Time shall be measured from said specified commencement date. The commencement date stated in the Notice to Proceed shall be April 21, 2021.

No Work shall be done prior to the date specified in the Notice to Proceed. A final Contract Construction Schedule shall be submitted for approval by the Design- Builder and Owner no later than three (3) days after Notice to Proceed. No payments shall be due the Design-Builder until this schedule is approved by all parties.

12.4 The Contract Construction Schedule is a Contract Document. The Design-Builder represents that the Contract Construction Schedule will be reviewed in detail as part of its preparation, that all of the activities which impact, limit, or otherwise affect the time of completion of the Work will be shown in the Contract Construction Schedule and that all of the activities of others, including permitting agencies, which impact, limit, or otherwise affect the start, duration, or completion of the Design-Builder's activities will also shown. The Design-Builder further represents that the durations shown for the activities will be reasonable and that the Design-Builder can and will complete each activity and the Project within the time shown for that activity. **Time is of the essence with respect to each such activity and Completion Date.**

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12.5 If the Design-Builder submits a construction schedule, progress report, or any other document that indicates or otherwise expresses an intention to achieve completion of the Work prior to any Completion Date required by the Contract Documents or prior to expiration of the Contract Time, no liability of the Owner to the Design-Builder for any failure of the Design-Builder to so complete the Work shall be created or implied.

12.6 If the Design-Builder, for reasons beyond the Design-Builder's control, is delayed in beginning any activity, the Design-Builder shall, nevertheless, have the same number of days as is shown in the Contract Construction Schedule for the activity, and the affected activity and any succeeding activity that is dependent upon that activity shall be adjusted accordingly by means of a Change Order.

12.7 At any time, the Owner may order the Design-Builder, on three (3) days written notice, to begin any activity earlier than the starting date shown on the Contract Construction Schedule.

12.8 Should the Design-Builder fail to start any activity on the start date shown in the Contract Construction Schedule or as it may have been adjusted in accordance with paragraphs 12.5 or 12.6 above, or become delayed, the Design-Builder shall, without being entitled to any increase in the Contract Price or other compensation, work overtime, increase labor forces or take such other action as may be necessary or appropriate to complete the activity by the Completion Date shown on the Contract Construction Schedule, or as such Completion Date may have been adjusted.

12.9 The Owner's Authorized Representative or its Construction Consultant shall monitor progress of the work at all times and the Design-Builder shall cooperate with such monitoring and provide any and all information with respect to the progress of the Work and scheduling as the Owner may reasonably require.

12.10 On a bi-weekly basis, the Design-Builder shall revise the Contract Construction Schedule, showing any adjustments made in accordance with paragraphs 12.5 or 12.6, above, by any Change Order, the progress of the Work, and any days gained or days lost with respect to any activity, and shall furnish copies, both paper and electronic, thereof to the Owner's Authorized Representative.

12.11 Should any revision of any Contract Construction Schedule show that the Design-Builder is behind on any activity, the late completion of which could delay Substantial
Completion of the Work, the Owner shall be entitled to withhold from the next Progress Payment due the Design-Builder an amount not exceeding the amount the Owner would be entitled to in Liquidated Damages, should Substantial Completion be delayed by the same number of days that the Design-Builder is currently behind schedule. If, subsequently, the Design-Builder's progress, as shown by any succeeding monthly revision to the Contract Construction Schedule, is such that the anticipated delay no longer exists, the Owner shall pay with the Progress Payment next due to the Design-Builder such amounts as have been withheld in accordance with this paragraph.

12.12 The Owner shall have the right to perform Work, hire and employ labor and craftsmen, rent equipment, subcontract with other parties, or do anything that the Owner deems necessary or appropriate to remedy or cure any delay by the Design-Builder in the progress of the Work. Such action by the Owner shall not, in any way, affect, void, or limit any warranty, guaranty or other responsibility of the Design-Builder under the Contract Documents. Such action may be taken by the Owner only after three (3) days written notice to the Design-Builder and only after Design-Builder fails to remedy or cure or diligently commence to remedy or cure any delay by Design-Builder in the progress of the Work within three (3) days of its receipt of a notice to cure. All costs

incurred by the Owner in taking any such action shall be charged to the Design-Builder and deducted from any amounts remaining due under the Agreement. The Design-Builder may be entitled to an extension of the Contract Time (but no increase inthe Contract Sum) for delays arising from unforeseen causes beyond the control and without the fault or negligence of the Owner, the Design-Builder or the Design-Builder's Subcontractors as follows:

a) Labor disputes and strikes that directly impact the critical path activities of the Contract Construction Schedule;

b) Acts of God, epidemics and pandemics (including the current Covid-19 epidemic and events subsequent to this epidemic / pandemic including but not limited to changes in laws, regulations, by-laws, quarantine and movement controls or restrictions, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials.
c) Acts of the public enemy; acts of the State, Federal, or local government in their sovereign capacities.

d) Abnormal inclement weather as defined in Article 12.14.

12.13 On any day (for purposes of this Section only, a "day" shall mean working less than four hours of that calendar day) that the Design-Builder considers that the Project is delayed by adverse weather conditions, the Design-Builder shall identify in writing to the Owner's Authorized Representative the adverse weather conditions affecting each activity, the specific nature of the activity affected, the number of hours lost, and the number of and identity (by responsibility or trade) of workers affected and shall obtain from the Owner's Authorized Representative written recognition of the delay. The time for performance of this Contract includes an allowance for a number of calendar days which may not be suitable for construction Work by reason of adverse weather. The Contract Time will be extended only if the number of calendar days of adverse weather recognized by the Owner's Authorized Representative exceeds the number of inclement weather days set forth below, and the Design-Builder clearly and convincingly demonstrates how this adverse weather impacts activities on the critical path of the Contract Construction Schedule.
Month Number of Inclement Weather Days:

January	10
February	10
March	10
April	9
May	10
June	9
July	11
August	10
September	8
October	7
November	8
December	9

12.14 If the Design-Builder believes that the progress of the Work has been adversely affected by adverse weather recognized by the Owner's Authorized Representative during a particular month, the Design-Builder shall submit a written request for extension of time to the Owner's Authorized Representative. Such a request for time extension of the Contract Time shall be submitted by the seventh (7th) day of the month following that month in which the adverse weather is encountered.

The request shall include, but is not limited to, the following information: a) Detailed description of weather's effect on scheduled activities and its net effect on the critical path of the Project, and b) Weather records from the official weather station nearest the Project site and records of actual observation as contained in daily reports, correspondence, or other documentation. Failure of the Design-Builder to submit a timely claim for extension of time shall constitute a waiver of said claim in its entirety.

12.15 The Design-Builder specifically recognizes that a delay by the Design-Builder in achieving any Completion Date can have the effect of delaying the Substantial Completion of the Project, that such delay in Substantial Completion of the Project will necessarily cause damages, losses, and expenses to the Owner, including, but not limited to damages due to the delay in the completion of the work, the disruption to the school and the learning environment and the cost of the Owner's contract management time and resources,. Therefore, and in recognition of these factors and the likelihood that actual damages from his delay will not be readily ascertainable, the Design-Builder agrees to pay to the Owner, as Liquidated Damages and not as a penalty, the sum identified in the Contract Documents hereto as the Liquidated Damages per Day, for each day by which the failure to meet any Completion Date shown in the Contract Construction Schedule, adjusted in accordance with this Article, delays the Substantial Completion of the Project.

12.16 The Design-Builder shall not be entitled to any adjustment in the Contract Price or other compensation from the Owner for any delay in the completion of or progress on the Work that is caused by a force majeure condition or is otherwise not caused by the sole and direct act or omission of the Owner and the Owner's employees or agents.

12.17 The sum for Liquidated Damages is the amount stated in the Contract Documents as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Design-Builder(s) to complete the Work within the time specified, such time being in the essence of this contract and a material consideration thereof.

ARTICLE 13. NOT USED

ARTICLE 14. NOT USED.

ARTICLE 15. UNFORESEEN CONDITIONS

15.1 The Design-Builder acknowledges that it is responsible for performing an investigation of the Project site conditions in order to determine the scope of work The Design-Builder shall be responsible for all costs associated with this investigation. Should the Design-Builder encounter unforeseen conditions at the Project site materially differing from those shown on the Drawings or indicated in the Specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement, the Design-Builder shall immediately, and in no event more than two (2) days later, give written notice to the Owner of such conditions before they are disturbed. The Owner's Authorized Representative shall thereupon promptly investigate the conditions and if they find that they materially differ from those conditions ordinarily encountered on similar work or shown on the Drawings or indicated in the Specifications, they shall at once make such changes in the Drawings and/or Specifications as they may find necessary. Any increase or decrease in the Contract Price resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. However, the Owner shall not be liable or responsible for additional work, costs, or changes to the Work that could have been reasonably determined from any reports, surveys, and analyses made available for the Design-Builder's review,

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that result from conditions that are ordinarily encountered, or that could have been discovered by the Design-Builder through the performance of its obligations pursuant to the Contract Documents.

ARTICLE 16. CORRECTION OF WORK BEFORE FINAL PAYMENT

16.1 The Owner has the authority to stop or suspend work, and the Owner's Authorized Representative has the authority to order Work removed or to order corrections of defective Work or Work not in compliance with the Contract Documents where such action may be necessary to ensure successful completion of the Work.

16.2 Any time prior to final completion of any Work and acceptance by Owner, Owner may reject Work which fails to conform to this Agreement. Design-Builder, at its sole expense, shall: (i) promptly re-perform or replace any rejected Work so as to conform with the requirements of this Contract; and (ii) remove any portion of the Work rejected by Owner, whether incorporated in the Work or not. If Design-Builder fails to promptly remedy rejected Work, Company may, without limiting or waiving any other rights or remedies it may have, correct the Work and remove and dispose of rejected Work at the expense of Design-Builder, and may deduct from amounts due Design-Builder any cost so incurred by Owner.

ARTICLE 17. CORRECTION OF WORK AFTER SUBSTANTIAL COMPLETION; WARRANTIES AND GUARANTIES

17.1 Neither the final certificate, Final Payment, occupation of the premises by the Owner, nor any provision of the Contract Documents, nor any other act or instrument of the Owner or the Owner's Authorized Representative shall relieve the Design-Builder from responsibility for negligence, defective material or workmanship, or failure to comply with the Contract Documents.

17.2 The Design-Builder shall, at the Design-Builder's sole cost and expense, make all necessary repairs, replacements, and corrections of any nature or description, interior or exterior, structural or non-structural, that shall become necessary by reason of defective workmanship or materials which appear within a period of one (1) year from the date of Substantial Completion; provided, howeverthat notwithstanding the preceding, if any longer guarantee period is specified for any particular materials or workmanship under the Contract Documents, or under any subcontract, or in connection with any manufactured unit which is installed in the Project, or under the laws of the State of North Carolina, the longer guarantee period shall govern.

17.3 GUARANTEE

A. The Design-Builder warrants and guarantees to Owner and Owner's Representative that all work shall be in accordance with the contract documents and will not be defective.

B. All warranties and guarantees shall expressly run to the benefit of the Owner.

C. The Design-Builder shall guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the Work and shall repair or replace such defective materials or workmanship without cost to the Owner.

D. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Design-Builder shall repair or replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.

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E. All warranties shall be construed under and in accordance with the State of North Carolina.

F. All materials and equipment incorporated into the Work shall be good quality and new, unless specified otherwise.

G. Additionally, the Owner may bring an action for latent defects caused by the negligence of the Design-Builder which is hidden or not readily apparent to the Owner at the time final acceptance in accordance with applicable law.

H. Additional guarantees for roof, equipment, materials, and supplies may be stipulated in the specification's sections governing such roof, equipment, materials, or supplies.

I. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instruction of the applicable Supplier or manufacturer.

J. Any defective materials or workmanship replaced or repaired during the initial warranty period shall remain under warranty for the remainder of the warranty period.

K. Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or for Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND DESIGN-BUILDER WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF OWNER UNLESS REQUIRED BY APPLICABLE STATE LAW. DESIGN-BUILDER'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

17.5 If, in fulfilling the requirements of the Contract Documents or of any guarantee embraced therein or required thereby, the Design-Builder disturbs any work, facility, premises, or constructionbelonging to the Owner, the Design-Builder shall restore such disturbed work to a condition satisfactory to the Owner, and shall guarantee such restored work to the same extent as if it wereWork under the Contract Documents.

17.6 If the Design-Builder, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected, and the Design-Builder and the Design-Builder's sureties shall be liable for all expenses incurred. "Promptly" is defined as within twenty-four (24) hours for systems necessary to normal operation of the building and within seventy-two (72) hours for all other items. All special guarantees applicable to definite parts of the Work that may be shown in or required by Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee. Manufacturer's standard guarantees or warranties which do not comply with the time limit specified herein shall be extended by the Design-Builder automatically without further action on the part of the Owner.

17.7 Each year following the date of Substantial Completion, the Owner and the Design-Builder shall make an inspection of the Work for the purpose of identifying defective workmanship and/or materials. If the Design-Builder, having been requested to do so by the Owner, fails to participate in such inspection, the Design-Builder shall be conclusively bound by any decision or ruling by the

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Owner as to any defective workmanship or material and as to the Design-Builder's responsibility for its repair or replacement.

ARTICLE 18. OWNER'S RIGHT TO DO WORK

18.1 If, during the progress of the Work or during any period of guarantee, the Design-Builder fails to prosecute the Work properly or to perform any provision of the Contract Documents, the Owner, after three (3) days written notice to the Design-Builder, the Owner may perform or have performed that portion of the Work and may deduct the cost thereof from any amounts due or to become due the Design-Builder. Notwithstanding any action by the Owner under this paragraph, all warranties and bonds given or to be given by the Design-Builder shall remain in effect or shall be given by the Design-Builder.

18.2 Should the cost of such action by the Owner exceed the amount due or to become due the Design-Builder, the Design-Builder and his sureties shall be liable for and shall pay to the Owner the amount of such excess.

ARTICLE 19. PARTIAL PAYMENTS

19.1 Within ten (10) days after its initial receipt of the Design-Build Contract for signatures, the Design-Builder shall submit to the Owner’s Authorized Representative a Schedule of Values. The Schedule of Values shall indicate the value of the Work, including applicable overhead and profit, for each division and section of the Project Specifications. The Owner shall be provided with the Design-Builder's estimate papers, Subcontractor agreements, supplier quotes, or other documents substantiating these values if so requested in writing by the Owner’s Authorized Representative. The Design-Builder shall provide the requested documentation within seven (7) days after receipt of the Owner’s Authorized Representative's written request. The Schedule of Values shall be subject to approval by the Owner, and if the Owner and the Design-Builder cannot agree upon the Schedule of Values, the Owner’s Authorized Representative shall prepare it, and the Schedule of Values as prepared by the Owner’s Authorized Representative shall be binding on the Owner and the Design-Builder. No Request for Payment shall be certified by the Owner’s Authorized Representative until the Owner’s Authorized Representative has issued approval of said Schedule of Values. The Parties acknowledge that Design-Builder has submitted and Owner and Owner’s Representative have received a Project Schedule and Schedule of Values as part of Design-Builder’s RFQ Response.

19.2 Not later than the fifth (5th) day of each calendar month the Design-Builder shall submit to the Owner’s Authorized Representative a Request for Payment for Work done during the previous calendar month. The Request for Payment shall be in form of AIA Document G702 (latest edition) and shall show substantially the value of Work done (including the value of material delivered to the Project or stored by the Design-Builder at another site, subject to the conditions hereinafter set forth) during the previous calendar month, and shall sum up the financial status of the Work with the following information:

a) Total Contract Price, including any adjustment thereto made pursuant to the Contract Documents.

b) Value of Work completed and materials properly stored to date.

c) Less amount retained.

d) Less previous payments.

e) Current amount due.

f) Balance remaining.

The Design-Builder, upon request of the Owner's Authorized Representative, shall substantiate the request with invoices, vouchers, payrolls, or other evidence.

19.3 When payment is requested or made on an account of stored materials, such materials must be stored on the Owner's property at such places and in such a manner as may be designated by the Owner's Authorized Representative. However, in the sole discretion of the Owner, with permission in writing from the Owner's Authorized Representative and under such circumstances as may be determined by the Owner, such materials may be stored in a bonded warehouse. The location and conditions for storage of such materials away from the Owner's property in a bonded warehouse shall be within the sole discretion of the Owner. Requests for Payment on account of stored materials shall be accompanied by paid invoices, bills of sale, warehouse receipts, or other documentary evidence establishing Owner's title to such materials, evidence that the stored materials are insured against loss and damage, and such other documentation as required by the Owner's Authorized Representative. Responsibility for the quantity, quality, and condition of such stored materials, whether stored on the Owner's property or away from the Owner's property, shall remain with the Design-Builder regardless of ownership or title. No payment shall be made on account of materials stored in a bonded warehouse unless the Design-Builder has acquired written permission from the Owner for such storage of materials and has complied with all conditions set forth in such permission regarding such storage of materials in a bonded warehouse.

19.4 Any Request for Payment received by the Owner on or before the fifth (5th) of the calendar month shall be certified for payment or returned for re-submission to the Design-Builder on or before the fifteenth (15th) of the calendar month. The Owner's certification shall be for the amount which was requested or that which the Owner has decided was justly due, and shall state in writing to the Design-Builder the reasons for withholding payment of any or all of the amount requested.

19.5 The Owner may fail to certify all or part of any payment requested for any of the following reasons:

a) Defective Work not corrected.

b) Suits, actions, or claims of any character filed against the Design-Builder, or due to the operations of the Design-Builder, or information or notice that a suit, action, or claim will be filed or has been made.

c) Information or notice that a Subcontractor or a supplier has not received payment.

d) The balance unpaid of the Contract Price is insufficient to complete the Work in the judgment of the Owner's Authorized Representative.

e) Damage to the Owner or to a consultant or contractor of Owner.

f) Inability of the Design-Builder to meet a Completion Date, including an anticipated failure to meet a Completion Date entitling the Owner to withhold anticipated Liquidated Damages.

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g) Failure to furnish Submittal as required by the Contract Documents on a timely basis in accordance with the Submittal Register.

h) Such other reason as to the Owner may appear prudent, proper, or equitable. When grounds for withholding certification have been corrected, the Owner shall so certify and shall make any payment due with respect to such certification as a part of its next payment after such certification.

19.6 No certificate issued or progress payment made shall constitute an acceptance of the Work or any part thereof.

19.7 The amount certified by the Owner for payment shall be paid by the Owner on or before the last business day of the month, but payment shall not be past due until not paid within fifteen (15) days thereafter.

ARTICLE 20. FINAL PAYMENT

20.1 Upon Substantial Completion, the Owner's Authorized Representative shall prepare and submit to the Design-Builder a deficiency list identifying all portions of the Work which are known by the Owner's Authorized Representative at that time to be incomplete or defective. Within fourteen (14) days of receipt of this deficiency list, the Design-Builder shall complete and correct all items on that list along with all other Work required to achieve Final Completion of the Work.

20.2 Final Payment of any remaining balance of the Contract Price shall not be due to the Design-Builder until thirty (30) days after the Design-Builder achieves Final Completion of the Project.

20.3 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Owner except:

a) Claims arising from unsettled liens or claims against the Design-Builder.

b) Defective Work or materials appearing after Final Payment.

c) Failure of the Design-Builder to perform the Work in accordance with the Contract Documents.

d) As conditioned in the Performance Bond.

e) Claims made prior to Final Payment which remain unsettled.

f) Amounts due arising under Articles 17 and 28.

g) Claims for recovery of overpayment based upon incorrect measurement, estimate, or certificate.

20.4 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Design-Builder except those claims previously made in writing pursuant to paragraph 14.2 and not finally resolved.

20.5 The Owner's Authorized Representative shall not authorize Final Payment until all of the Work under the Contract Documents has been certified by the Owner's Authorized Representative

as completed, proper and suitable for occupancy and use, and has been approved by all federal, state, and local agencies having jurisdiction.

20.6 The final Request for Payment shall be identified on its face as such and shall be presented by the Design-Builder to the Owner's Authorized Representative within thirty (30) days of completion of the Work. Final payment of the retained amount due the Design-Builder shall be made by the Owner within thirty (30) days after the later of (i) full and Final Completion of all Work required by the Contract Documents, and certification of such Work in accordance with paragraph 19.4; (ii) submission of the affidavits of other documentation required by Article 21; (iii) submission by the Design-Builder of a Request for Payment identified on its face as final and including the Owner's Authorized Representative's certification.

ARTICLE 21. DESIGN-BUILDER, SUBCONTRACTOR AND SUPPLIER AFFIDAVIT

21.1 The Final Payment due the Design-Builder on account of the Contract Documents shall not become due until the Design-Builder has furnished to the Owner through the Owner's Authorized Representative: an affidavit by the Design-Builder signed, sworn, and notarized to the effect that all payments for materials, services, or for any other reason in connection with the Work or performance of theContract Documents have been satisfied and that no claims or liens exist against the Design- Builder in connection with the same;

(a) affidavits from each Subcontractor and supplier signed, sworn, and notarized to the effect that (i) each such Subcontractor or supplier has been paid in full by the Design-Builder for all Work performed and/or materials supplied by it in connection with the Project, and (ii) that all payments for materials, services, and for any other reason in connection with the subcontract or supply contract have been satisfied and that no claims or liens exist against the Subcontractor or supplier in connection therewith; and the written consent of the Design-Builder's sureties to Final Payment. In the event that the Design-Builder cannot obtain an affidavit, as required above, from any Subcontractor or supplier, the Design-Builder shall state in the Design-Builder's affidavit that no claims or liens exist against such Subcontractor or supplier to the best of the Design-Builder's knowledge, and that if any appear afterwards, the Design-Builder shall defend, indemnify, and save the Owner harmless for all costs and expenses, including attorneys' fees, on account thereof.

ARTICLE 22. ASSIGNMENTS AND SUBCONTRACTS

22.1 The Design-Builder shall not assign any portion of the Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner. Except as may be required under terms of the bonds required by the Contract Documents, no funds or sums of money due or to become due to the Design-Builder under the Contract Documents may be assigned.

ARTICLE 23. MEASUREMENTS

23.1 Before ordering material or doing Work which is dependent for proper size or installation upon coordination with the Project site conditions, the Design-Builder shall verify all dimensions, grades, soil conditions, and other Project conditions, and shall be responsible for the correctness of same. No consideration will be given for any claim based on differences between the actual dimensions and Project site conditions and those indicated in the Contract Documents. Any discrepancies between the Project site's existing conditions and the site conditions that reasonably should have been anticipated and expected shall be referred to the Owner's Authorized Representative for adjustment before any Work affected thereby is begun.

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ARTICLE 24. DESIGN-BUILDER AND SUBCONTRACTOR RELATIONSHIPS

24.1 Within three (3) days after initial receipt of the Design Build Contract for signatures the Design-Builder shall submit to the Owner's Authorized Representative for acceptance a current list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for any and all portions of the Work. The Design-Builder shall provide this list at this time even if the Design-Builder was required to submit a list of proposed Subcontractors with the Design-Builder's RFQ response. The Owner's Authorized Representative shall promptly reply to the Design-Builder in writing stating whether or not the Owner, after due investigation, has objection to any such proposed person or entity or if it needs additional information to evaluate the persons on the list. Failure of the Owner's Authorized Representative to reply within seven (7) days after the Design-Builder has furnished all required information shall constitute notice of no objection.

The Design-Builder shall not contract with any such proposed person or entity to whom the Owner has made reasonable objection. If the Owner has reasonable objection to any such proposed person or entity, the Design-Builder shall submit a substitute to whom the Owner has no reasonable objection. The Design-Builder shall make no substitution for any Subcontractor, person, or entity previously allowed without first notifying the Owner's Authorized Representative in writing and no substitution may be made if the Owner makes a reasonable objection to such substitution.

24.2 The Design-Builder agrees that the terms of the Contract Documents, including all portions thereof, shall apply to all Subcontractors of the Design-Builder as if they were the Design- Builder, and that the Subcontractors of the Design-Builder shall, by means of their subcontracts, be bound by all the terms of the Contract Documents including these Supplementary Conditions.

24.3 Payments to Subcontractors shall be made in accordance with the provisions of N.C. Gen. Stat. §143-134.1.

ARTICLE 25. USE OF PREMISES

25.1 The Design-Builder shall confine apparatus, the storage of materials, the operations of workers, and the disposal of material to limits indicated by law, ordinances, permits, and directions of the Owner's Authorized Representative, if any.

25.2 The Design-Builder shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance, or configuration.

25.3 The Design-Builder shall enforce all of the Owner's Authorized Representative's instructions, including, but not limited to, those regarding signs, advertisements, fires, and smoking.

25.4 Design-Builder acknowledges that the Owner has adopted policies governing conduct on the Owner's property and agrees to abide by any and all relevant School Board policies while on the Owner's property. The Design-Builder acknowledges that the School Board's policies are available on the Owner's website at https://boardpolicyonline.com/bl/?b=brunswick.

ARTICLE 26. CUTTING, PATCHING AND FITTING

26.1 The Design-Builder shall do all cutting, fitting, and/or patching of the Work that may be required to make its several parts come together properly and fit it to receive or to be received by Work shown in or which can be reasonably implied from the Contract Documents.

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ARTICLE 27. DISPUTE RESOLUTION

27.1 The laws of the State of North Carolina shall apply to the interpretation and enforcement of the Agreement. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or nonperformance of, the Agreement shall be brought in the General Court of Justice of North Carolina sitting in Brunswick County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Prior to initiating an action under this Article, any Party to the Agreement shall notify the other Party of its intent to initiate a mediation process.

27.2 Any person or firm that expressly or impliedly agrees to perform labor or services or to provide material, supplies, equipment, work, performance, or payment bonds, insurance or indemnificationfor the construction of the Project or the Work shall be deemed a party to the Agreement solely forthe purpose of this Article 27. The Design-Builder, by means of its subcontracts, shall specificallyrequire its Subcontractors to be bound by this Article and this Article shall specifically be incorporated into Design-Builder's subcontracts or contracts for the purchase/supply of materialsused in the completion of the Work.

27.3In the event of a dispute, the Owner, Design-Builder, and other parties involved in the Project shall utilize the Dispute Resolution Procedures adopted by Owner pursuant to N.C.G.S. §143-128(g), if applicable. Owner's Dispute Resolution Procedures are as follows:

27.3.1 These Procedures are applicable to the resolution of disputes with amounts in controversy in excess of $15,000.00 arising between or among any parties involved in Owner's construction and repair Projects, including the Design Consultant and the Design-Builder, and the first and lower tier subcontractors, on claims arising out of this Agreement or construction process. In no event shall the Owner be subject to arbitration proceedings pursuant to these procedures. Unless otherwise specified in these procedures, if there is any conflict between these procedures and the other provisions of the Contract Documents, the terms of these procedures control.

27.3.2 Any claim or any dispute between parties to a construction contract involving the Project, other than the Owner's claims, and except those Claims which are waived by the Design-Builder shall be subject to nonbinding mediation as a condition precedent to the institution of legal proceedings by the Design-Builder or its subcontractors, except that any party may institute legal proceedings in order to meet any applicable statute of limitations or similar deadlines prior to engaging in nonbinding mediation.

27.3.3 The parties shall endeavor to resolve their claims by nonbinding mediation, which, unless the parties mutually agree otherwise, shall be in accordance with rules established by Owner if Owner is a party to the mediation. If Owner is not a party to the mediation, the mediation shall be conducted in accordance with rules established by the parties to the mediation. The parties to the mediation shall share the cost of mediation equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 28. TAXES

28.1 The Design-Builder has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. The Design-Builder shall maintain all tax records during the life of the Project and furnish the Owner with a complete listing of all taxes

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paid by taxing authority, invoice number, date, amount, etc. in a form acceptable to the Owner. The Design-Builder is required to maintain a file showing taxes paid on the Project for three (3) years after Final Payment or turn said documents over to the Owner for its files.

28.2 The following is a list of requirements to be followed by the Design-Builder in maintaining proper records and reporting the North Carolina Sales and Use Tax and Local Sales and Use Tax. The Design-Builder shall comply fully with the requirements outlined below, in order that the Owner may recover the amount of the tax permitted under the law.

a) It shall be the Design-Builder's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Design-Builder and each of its Subcontractors. Such evidence shall be transmitted to the Owner with each pay request regardless of whether taxes were paid in that period.

b) The documentary evidence shall consist of a certified statement by the Design-Builder and each of the Design-Builder’s Subcontractors individually, showing total purchases of materials from each separate vendor and total sales and use taxes paid to each vendor. Certified statements must show the invoice number, or numbers, covered, and inclusive dates of such invoices.

c) Materials used from Design-Builder's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

d) The Design-Builder shall not be required to certify the Subcontractor's statements.

ARTICLE 29. OPERATION OF OWNER'S FACILITIES

29.1 The Design-Builder agrees that all Work done under the Contract Documents shall be carried on in such a manner so as to ensure the regular and continuous operation of the adjoining or adjacent school facilities. The Design-Builder further agrees that the sequence of operations under the Contract Documents shall be scheduled and carried out so as to ensure said regular and continuous school operation. The Design-Builder shall not close any areas of construction until so authorized by the Owner’s Authorized Representative. The Design-Builder shall control operations to assure the least inconvenience to the Owner and the schools. Under all circumstances, safety shall be the most important consideration.

ARTICLE 30. THIRD PARTY BENEFICIARY CLAUSE

30.1 It is specifically agreed between the parties executing the Agreement that the Contract Documents and the provisions therein are not intended to make the public, or any member thereof, a third-party beneficiary of the Agreement, or to authorize anyone not a party to the Contract Documents to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of the Contract Documents.

ARTICLE 31. MEASUREMENT OF QUANTITIES

31.1 All Work completed under the Contract Documents shall be measured by the Design- Builder using United States customary units of measurement. The method of measurement and computations to be used in determination of quantities of material furnished and of Work performed under the Contract Documents shall be those methods set forth in the Contract Documents or, if not specifically set forth therein, the method generally recognized as conforming to good engineering practice.

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ARTICLE 32. TERMINATION BY THE OWNER FOR CAUSE

32.1 If the Design-Builder fails to begin or complete the Work under the Contract Documents within the time specified, or fails to perform the Work with sufficient labor and equipment or with sufficient materials to insure the prompt completion of said Work, or shall perform the Work unsuitably or shall discontinue the prosecution of the Work for three (3) days, or if the Design- Builder shall become insolvent, be declared bankrupt, commit any act of bankruptcy or insolvency, allow any final judgment to stand against the Design-Builder or its affiliated companies unsatisfied for a period of forty-eight (48) hours, make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, the Owner may give notice in writing to the Design-Builder and the Design-Builder's sureties of such delay, neglect, or default, specifying the same, and if the Design-Builder within a period of five (5) business days after such notice shall not proceed in good faith and with reasonable speed to correct such delay, neglect, or default in accordance with such notice, the Owner shall have full power and authority, to the extent permitted by law, without violating the Contract Documents, to take the prosecution of the Work out of the hands of the Design-Builder, to appropriate or use any or all materials and equipment at the Project as may be suitable and acceptable, and may enter into an agreement for the completion of the Work or pursue such other methods as in the Owner's opinion shall be necessary or appropriate for the completion of the Work in an acceptable manner. All costs and charges incurred by the Owner in proceeding in accordance with the preceding sentence, including attorney's fees, and all costs incurred by the Owner in completing the Work shall be deducted from any money due or which becomes due the Design-Builder. If such costs and expenses incurred by the Owner shall be less than the sum which would have been payable under Contract Documents if it had been completed by the Design-Builder, then the Design-Builder shall be entitled to receive the difference, but if such costs and expenses shall exceed the sum which would have been payable under the Contract Documents, the Design-Builder and the Design-Builder's surety shall be liable to the Owner for and shall pay to the Owner the amount of such excess.

ARTICLE 33. TERMINATION OR SUSPENSION BY THE OWNER FOR CONVENIENCE

33.1 The Owner may, without cause, order the Design-Builder to terminate, suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. In the event that an Owner ordered suspension extends for more than one hundred eighty (180) days then Design-Builder may terminate the Agreement for convenience and Owner shall pay Design-Builder in accordance with Article 33.3.

33.2 If the Design-Builder is subsequently ordered by the Owner to resume the Work, any cost or expenses to which the Design-Builder may be entitled by reason of the suspension, delay, or interruption shall be recovered by means of a Change Order in accordance with Articles 12 and 13 hereof and the Contract Construction Schedule shall be adjusted in accordance with Article 12 hereof.

33.3 In the event of termination by the Owner under this Article, the Design-Builder shall be entitled to receive the reasonable and documented direct costs incurred prior to termination, including the cost of materials purchased for the Work which purchases cannot be canceled or which material cannot reasonably be used by the Design-Builder on other work, and the cost of closing down the Project in a safe and efficient manner, plus ten percent (10%) thereof for overhead and profit, subject to the following conditions:

a) When the Contract is terminated before completion of all items of Work, payment shall be made for the actual number of units or items of Work completed at the applicable contract prices, or as mutually agreed for items of Work partially complete. If a mutual agreement cannot be reached, the Owner shall have the authority to make such equitable adjustment as it deems warranted and the Final Payment shall be made accordingly.

b) Reimbursement for organization of any Work and moving equipment to and from the job shall be considered when not otherwise provided for in the Contract Documents where the volume of completed Work is too small to compensate the Design-Builder for those expenses under unit prices. If a mutual agreement cannot be reached, the Owner will have the authority to make such equitable adjustments as it deems warranted and the Final Payment will be made accordingly.

c) Materials obtained by the Design-Builder for the Work that have been inspected and accepted by the Owner's Authorized Representative and that are not incorporated in the Work shall, at the request of the Design-Builder, be purchased from the Design-Builder at the Design- Builder's actual cost as shown by receipted bills and actual costs records at such points of delivery as may be determined by the Owner. No payment shall be made by Owner to Design-Builder except as herein above provided. No claim for loss of anticipated profits shall be considered or allowed.

d) Termination of the Contract shall not relieve the Design-Builder of its responsibilities for any completed portion of the Work nor shall it relieve its sureties of their obligation for and concerning any just claims arising out of the Work performed. The Design-Builder shall not be entitled to any other compensation, including compensation for lost profit, lost opportunity, or any other direct or consequential cost, loss, or damage.

ARTICLE 34. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PROGRAM

34.1 The Design-Builder shall at all times comply with the Brunswick County Board of Education Minority and Women Owned Business Enterprise Policy. All documentation substantiating compliance with the requirements of this program shall be delivered to the Owner as stipulated in the Contract Documents. A copy of the Brunswick County Board of Education Minority and Women Owned Business Enterprise Policy (School Board Policy 6402) can be found at https://boardpolicyonline.com/bl/?b=brunswick#&&hs=141691.

ARTICLE 35. MISCELLANEOUS

35.1 Pursuant to the terms of North Carolina General Statutes, the Owner may not enter into a contract unless the Design-Builder and its subcontractors and consultants comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Where applicable, failure to maintain compliance with the requirements of Article 2 of Chapter 64 of the General Statutes constitutes Design-Builder's breach of the Agreement. By executing the Agreement, the Design-Builder affirms Design-Builder is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

35.2 Lunsford Act/Criminal Background Checks. Design-Builder also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14of the General Statutes from knowingly being on the premises of any school. Design-Builder shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to the Owner's property or at an Owner sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment,

materials, or supplies at: (1) the administrative office or loading dock provided that such is not located at a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Design-Builder's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at *http://www.nsopw.gov/*. Design-Builder shall provide certification on the Owner's Sexual Offender Registry Check Certification Form (Exhibit C) that the registry checks were conducted on each of its contractual personnel providingservices or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Design-Builder shall conduct a current initial check of the registries (acheck done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Design-Builder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Design-Builder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Design-Builder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries.Design-Builder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Owner upon request. Design-Builder specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner's sole discretion. Failure to comply with theterms of this provision shall be deemed a material breach of this Agreement. In addition, the Ownermay conduct additional criminal records checks at the Owner's expense. If the Owner exercises this right to conduct additional criminal records checks, Design-Builder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, andany additional information requested by the Owner for all contractual personnel who may deliver goods or perform services under this Agreement. Design-Builder further agrees that it has an ongoing obligation to provide the Owner with the name of any new contractual personnel who maydeliver goods or provide services under the Contract. The Owner reserves the right to prohibit anycontractual personnel of Design-Builder from delivering goods or providing services under this Contract if the Owner determines, in its sole discretion, that such contractual personnel may posea threat to the safety or well-being of students, school personnel or others.

35.3 Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

35.4 The Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

35.5 Design-Builder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Brunswick County Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-lawrelationships. Should Design-Builder become aware of any family relationship covered by this provision or should

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such a family relationship arise at any time during the term of this Agreement,Design-Builder shall immediately disclose the family relationship in writing to the Owner's Authorized Representative. Unless formally waived by the Owner, the existence of a family relationship covered by this Agreement is grounds for immediate termination by the Owner withoutfurther financial liability to Design-Builder.

ARTICLE 36. GENERAL

36.1 **Good Standing**. The Design-Builder certifies that it is not delinquent on any taxes, fees, or other debt owed by Design-Builder to Brunswick County or the State of North Carolina. Design-Builder covenants and agrees to remain current on any taxes, fees, or other debt owed by Design-Builder to Brunswick County and the State of North Carolina during the term of this Agreement.

36.2 If any provision of the Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. The titles to Articles herein are for convenience only, are not substantive parts of theSupplementary Conditions, and are not to be considered in interpreting the Contract Documents.

END OF EXHIBIT 1 - SUPPLEMENTARY CONDITIONS

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EXHIBIT 2

PROFESSIONALS, CONTRACTORS AND LICENSES

Retained/Hired by Design-Builder

1. Name
   Address
   License #
   Licensed Jurisdiction
   Responsibilities
   Relationship

2. Name
   Address
   License #
   Licensed Jurisdiction
   Responsibilities
   Relationship

3. Name
   Address
   License #
   Licensed Jurisdiction
   Responsibilities
   Relationship

4. Name
   Address
   License #
   Licensed Jurisdiction
   Responsibilities
   Relationship

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Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:
□ Initial
□ Supplemental
□ Annual

I,_____(insert name),_____(insert title) of_____(insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names	**Job Title**
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____(print name) _____(signature)

_____(title) _____(date)

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 2.
Clerk to the Board - Meeting Minutes

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners approve the draft minutes from the April 5, 2021 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the draft minutes from the April 5, 2021 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2020-04-05 Regular Meeting

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
APRIL 5, 2021
3:00 P.M.

The Brunswick County Board of Commissioners met in Regular Session on the above date at 3:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT:	Commissioner Randy Thompson, Chairman Commissioner Mike Forte, Vice-Chairman Commissioner J. Martin Cooke Commissioner Pat Sykes Commissioner Frank Williams
STAFF:	Randell Woodruff, County Manager Bob Shaver, County Attorney Steve Stone, Deputy County Manager David Stanley, Deputy County Manager Julie Miller, Finance Director Andrea White, Clerk to the Board Jared Galloway, Deputy Clerk to the Board Meagan Kascsak, Communications Director Neal Galloway, MIS

Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's office.

I. CALL TO ORDER

Chairman Thompson called the meeting to order at 3:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Williams gave the Invocation and led the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Thompson asked for adjustments to the agenda.

Chairman Thompson requested that item *VII. Operation Services – Integrated Supply Amendment* be moved to the Consent Agenda.

Commissioner Williams moved to approve the agenda as amended. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0).

IV. PUBLIC COMMENTS

Chairman Thompson briefly reviewed the Public Comments Policy and called those who had signed up to speak. The following individual addressed the Board:

1. Mr. William Flythe, resident of Southport, spoke in opposition to the recent Board decision to approve six new positions for the Sheriff's Office.

V. APPROVAL OF CONSENT AGENDA

Commissioner Cooke moved to approve the Consent Agenda as presented. The motion was seconded by Vice-Chairman Forte and passed unanimously (5 to 0). The following items were approved:

1. **Administration - Brunswick County Schools Lincoln Roof Replacement**
   Approved and authorized the Chairman to sign the Highland Roofing Company contract for roof replacement at Lincoln Elementary School in the amount of $709,365.

2. **Board Appointment - Fire Fee Committee - Southport Fire District**

Appointed Ms. Mary McCarthy as the community member to represent the Southport Fire District on the Fire Fee Committee and reviewed the committee member list for any additional changes. No additional changes were requested.

3. **Board Appointment - Juvenile Crime Prevention Council (JCPC) - Chief District Court Judge Designee**
   Approved the selection of Judge Pauline Hankins as the Chief District Judge Designee on the Juvenile Crime Prevention Council (JCPC).

4. **Clerk to the Board - Meeting Minutes**
   Approved the draft minutes from the March 15, 2021 Regular Meeting.

5. **Finance - Fiscal Items**
   Approved the following Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature:

   - **NC Concealed Weapons Fees Budget Amendment**
     Appropriated $70,000 of concealed weapons permits revenue estimated through June 30, 2021 for payment of the NC Bureau of Investigation Concealed Handgun Permit Fees.

   - **Sheriff's Sales and Services Budget Amendment**
     Appropriated $73,165 of sales and services revenue to reimburse overtime and temporary part-time line items for hours worked at Brunswick Community College and various community events. This funding is not associated with COVID-19 related events.

6. **Operation Services - Lease Agreement for Southport Probation & Parole Office**
   Approved a two-year lease with Mr. Marvin Fullwood in the amount of $1,200 per month for the probation and parole office located at 800 N. Howe Street, Southport.

7. **Sheriff's Office - 911 Center Phone System Contract Extension**
   Approved an extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376.

8. **Tax Administration - ESRI Small Government Agreement (SGEA)**
   Approved the three-year licensing agreement for GIS mapping services with ESRI in the amount of $90,000 the first year, $100,000 the second year and $110,000 the third year.

9. **Utilities - 211 WTP Change Order # 1**
   Approved Change Order #1 in the amount of $31,750 and 90 additional days for the 211 WTP Lab Building contract with Coastal Carolina Builders, Inc.

10. **Utilities - Comprehensive Wastewater Master Plan 2021**
    Approved a budget amendment and authorized the Chairman and Clerk to the Board to execute the Professional Services Agreement for Architectural, Engineering and/or Surveying Services with McKim and Creed, PA, in the amount of $120,000 for engineering services associated with the 2021 Comprehensive Wastewater Master.

11. **Utilities - McKim & Creed Soil Testing Budget Amendment**
    Approved the Professional Services Agreement for Architectural, Engineering, and/or Surveying Services with McKim & Creed, P.A., in the amount of $55,400 for engineering services associated with the addition to the Northeast Brunswick Regional Force Main Off-Site Transmission Improvements Project and to continue the previous contract to provide an on-site testing protocol plan and daily on-site environmental monitoring during construction.

12. **Operation Services - Integrated Supply Amendment** ***(moved from Administrative Report to the Consent Agenda during Adjustments to the Agenda)***
    Approved an amendment to the Integrated Supply Agreement with Atlantic Auto & Marine Inc. (d/b/a NAPA Auto Parts).

VI. PRESENTATION

1. **Presentation - Brunswick BID Marketing/Campaign Information (Bill Early, Executive Director and Kevin Lackey, Business Development Manager)**
   Request that the Board of Commissioners receive a presentation from Brunswick BID to include their marketing efforts and campaign moving forward.

Mr. Early spoke briefly about the year-long marketing/campaign process and asked Kevin Lackey, Business Development Manager, to provide an overview of the marketing that was developed for Brunswick County to attract industrial-type firms to the county.

Mr. Lackey reviewed the process for developing the marketing campaign and provided examples of print and digital advertising. The Bid on Brunswick campaign was created as a way for Brunswick BID to connect with consumers to communicate what truly makes Brunswick great, and why this is where they should establish their new base of operations for their business.

Following the presentation, Mr. Early gave a brief update on the progress of PACON Manufacturing, as well as an update on the activities and infrastructure at the mega-site property.

No action was taken.

2. **Presentation - Final Mission, Vision, and Values Statements (Meagan Kascsak, Communications Director)**
Request the Board of Commissioners receive a presentation on the final mission, vision, and value statements for Brunswick County and to consider their adoption.

Ms. Kascsak presented the final draft of the FY 2022 mission, vision, and values statements and focus areas. Once adopted, these items will be reviewed on a yearly basis.

Commissioner Williams moved to approve the mission, vision, and values statements and focus areas as presented for FY 2022. The motion was seconded by Commissioner Sykes.

Following a brief discussion, the Board requested that Administration consider a future amendment to the values to include protecting the freedoms of the citizens.

Chairman Thompson called for a vote on the motion to approve the mission, vision, and values statements and focus areas as presented for FY 2022. The vote of approval was unanimous.

The following statements were approved:

Mission - We provide the highest level of service to support an active, dynamic, and thriving community. In cooperation with our local and regional partners, we collaborate to provide responsive and efficient services that support and advance the development of our community's educational, recreational, and economic prosperity.

Vision - Brunswick County is a prosperous, vibrant, and forward-thinking community that offers opportunities to enhance and sustain the highest quality of life for residents.

Values
Respect – We treat our residents and one another with the highest regard for dignity and courtesy. We exemplify the dedication, efficiency, and effectiveness recognized as exceptional customer service qualities.

Integrity - We strive to be honest and transparent in all that we do. We provide accurate information and guidance to strengthen positive relationships between residents and their county government.

Collaboration - We are open-minded and welcoming to new ideas and diverse perspectives. We engage and foster strong, long-lasting partnerships to expand our opportunities for feedback and representation in our decisions and actions.

Accountability - We honor the authority entrusted to us to serve and protect our residents and preserve our natural and fiscal resources through ethical and responsible stewardship.

Innovative - We are a goal-oriented and future-driven community that seeks out thoughtful and industrious means to improve service quality and delivery both effectively and affordably.

Focus Areas
Economic Development - Purpose: To grow and strengthen economic prosperity through exceptional service and collaborative efforts to recruit and retain quality employers that advance our commercial, industrial, agricultural, tourism, and hospitality sectors.

Objective No. 1: Foster partnerships to collectively develop strategies and inspire a positive business environment.
Objective No. 2: Support policies and developments that strengthen and diversify the county tax base and create jobs that pay a living wage.

Education - Purpose: To build an educated and highly skilled workforce by supporting the development of future-driven and accessible education and training opportunities for students of all ages and backgrounds.

Objective No. 1: Continue to collaborate with county educational partners to support their efforts to teach and retain students, faculty, and staff.
Objective No. 2: Identify pathways to future success and skill development for students after high school and beyond.

Excellent Government - Purpose: To demonstrate forward-thinking and high-performing standards within the county government through exceptional leadership, planning, and customer service.

Objective No. 1: Maintain the county government's positive financial position, low tax rate, and credit strength.
Objective No. 2: Attract and retain an experienced, skilled, and diverse county government workforce.
Objective No. 3: Create an environment where residents feel respected and engaged in county government decisions.

Growth & Sustainability
Purpose: To encourage the development of innovative strategies and policies for infrastructure, transportation, and the environment that support residential, commercial, and industrial growth.

Objective No. 1: Continue efforts to offer utility customers with robust, reliable, and high-quality water and wastewater services.
Objective No. 2: Form and sustain partnerships to provide a strong regional utility system for the benefit of all customers countywide.
Objective No. 3: Encourage forward-thinking development and construction practices that balance respect for natural resources and private property.
Objective No. 4: Support accessible and multimodal transportation options that connect residents to services and employment opportunities.

Health & Safe Community
Purpose: To support the advancement of health and safety efforts in our county that incorporate current best practices and anticipate the county's future growth and development.

Objective No. 1: Continue to respond timely and effectively to emergency situations when they arise.
Objective No. 2: Support policies and initiatives that deter criminal activity and reduce risks for residents and visitors while incorporating mitigation strategies learned from previous reviews and experiences.
Objective No. 3: Develop proactive and responsible programs focused on reducing negative outcomes related to preventable health issues, diseases, mental health challenges, and substance abuse.

3. **Presentation - Health and Human Services - COVID-19 Update (David Stanley, Deputy County Manager for HHS)**
Request that the Board of Commissioners receive an update on the Coronavirus (COVID-19) and vaccine availability.

Mr. Stanley provided an update on COVID-19. Since the beginning of the pandemic until today, there are 8,682 known cases, 8,311 recovered, 225 active cases, and 146 deaths. Approximately 34% of the population of the county have received at least one vaccine with 25.8% completed vaccines. In addition to the main vaccine location on the campus of Brunswick Community College, a site has been added at the old movie theater in Shallotte. In addition, strike teams are identifying locations to vaccinate the workforce of other entities and working with homebound staff to vaccinate those with transportation issues. The percent positivity rate is currently 6.4% with a goal of 5% or lower.

Mr. Harrelson announced that Brunswick County Health Services is now scheduling vaccination appointments for all adults ages 16 and up. Individuals are encouraged to schedule online at www.care.novanthealth/vaccine or call the call center at 910-253-2339.

No action was taken.

VII. Administrative Report

1. **County Attorney - Resolution of Support for Bald Head Island Transportation Authority (Bob Shaver, County Attorney)**
Request that the Board of Commissioners consider approval of a Resolution of Support for the Acquisition of the Bald Head Island Ferry Transportation System by the Bald Head Island Transportation Authority.

Mr. Shaver presented a resolution of support for the acquisition of the Bald Head Island transportation system by the Bald Head Island Transportation Authority. The resolution stemmed from a recent meeting held to provide an update of the acquisition process. Commissioner Sykes, Vice Chairman Forte, Southport Mayor Joe Hatem, Senator Bill Rabon, Representative Charlie Miller and members of the Authority were in attendance.

Mr. Shaver provided the following background information. In 2017, the legislature passed the Ferry Transportation Act, and the Authority was formed for the purpose of undertaking the necessary process to acquire the Bald Head Island Transportation System held by Bald Head Island Limited. The system includes the ferry, barge, two terminals, tram system, and the parking areas at Deep Point Marina. The Authority has bond counsel, other attorneys, and financial advisors, and has pursued consultants with expertise in ferry and port terminal systems. After the agreements were drawn and were pending approval by the Local Government Commission (LGC), the Village of Bald Head Island announced that it wanted to investigate the acquisition of the system by the Village. The Authority is seeking from the Board of Commissioners, City of Southport, and other entities, a resolution of support and confidence in the process the Authority has followed in its attempt to follow the statute and acquire the system. If approved the resolution will be transmitted to Brunswick County's legislative delegation and the State Treasurer encouraging the LGC to schedule this matter for the hearing it deserves to be considered for approval.

It was clarified that through the adoption of the resolution, the Board would be supporting the concept of the sale, not the specific terms or dollar amounts.

Commissioner Sykes moved to approve the resolution as presented. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

RESOLUTION OF SUPPORT FOR THE ACQUISITION OF THE BALD HEAD ISLAND FERRY TRANSPORTATION SYSTEM BY THE BALD HEAD ISLAND TRANSPORTATION AUTHORITY

WHEREAS, on July 18, 2017, the North Carolina General Assembly enacted S.L. 2017-120, known as the Ferry Transportation Authority Act (now Article 29 of Chapter 160A); and

WHEREAS, on August 23, 2017, the Bald Head Island Transportation Authority (the "Authority") filed its Articles of Incorporation with the Office of the Secretary of State, and is governed by an 11-member Board of Trustees consisting of 1 Governor's appointee, 2 General Assembly appointees, 3 NCDOT appointees, 3 Village of Bald Head Island appointees, 1 City of Southport appointee, and 1 Brunswick County appointee; and

WHEREAS, over the last four years the Authority has engaged in extensive meetings with interested governmental stakeholders, private businesses, property owners, and BHI residents regarding a process for the Authority to acquire the Bald Head Island Transportation System (consisting of ferry, barge, tram, terminals, parking facilities and related assets -- the "System") from its current owners, Bald Head Island Limited, LLC and Bald Head Transportation, Inc. (collectively "Limited"); and

WHEREAS, the Authority has engaged in extensive due diligence and feasibility studies with appraisers, bond counsel, financial advisers, and port and terminal consultants to develop an acquisition strategy that would acquire the System at or slightly below its appraised value; and

WHEREAS, on December 8, 2020, the Authority adopted a resolution approving an Asset Purchase Agreement and adopted a Findings Resolution required as a prerequisite to pursuit of Local Government Commission (the "LGC") approval for a bond sale; and

WHEREAS, on March 22, 2021, the Village of Bald Head Island (the "Village") expressed to the LGC its interest in acquiring the System instead of the Authority; and

WHEREAS, Limited, the owners of the System, have notified the LGC by letter dated March 26, 2021 that the Village has never made a formal offer to purchase the System and that Limited "does not intend to engage in negotiations with the Village."; and

WHEREAS, in contrast to the diverse constituency represented by the Authority, the permanent residents of the Village represent less than 10% of annual ferry ridership; and

WHEREAS, Limited has unequivocally stated that it "stands ready, willing, and able to close the transaction with the Authority, and only with the Authority, upon the terms and conditions set forth in the Asset Purchase Agreement finalized and approved by the Authority at its December 8, 2020 meeting."

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA:

1. Brunswick County expresses its support and confidence in the work of the Bald Head Island Transportation Authority.

2. Brunswick County supports the sale of the System by Limited to the Authority.

3. Brunswick County believes the purpose and function of the legislature's passage of the Ferry Transportation Authority Act was to provide accountable representation of all constituent interests in the ownership and operation of a ferry transportation system, and that the Authority is the appropriate entity by statute to acquire ownership of the Bald Head Island Transportation System.

4. Brunswick County encourages the Local Government Commission to promptly consider and schedule the Authority's request for approval to proceed with acquisition and bond issuance.

5. This Resolution shall take effect immediately on its adoption.

Adopted this, the 5th day of April 2021.

Randell Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

No other business was brought forth.

IX. ADJOURNMENT

Commissioner Sykes moved to adjourn the meeting at 4:01 p.m. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 3.

From: Code Administration - City of Boiling Spring Lakes Interlocal Agreement

Michael Slate-Director Code Administration

Issue/Action Requested:
Requests the Board of Commissioners approve an interlocal agreement with the City of Boiling Spring Lakes for the County to provide all necessary building code administration, plan review, and enforcement services ("Services") to the Municipality for a construction and renovation project at South Brunswick High School and South Brunswick Middle School in accordance with all applicable laws, rules, and regulations.

Background/Purpose of Request:
The City of Boiling Spring Lakes requested assistance from the County for a construction and renovation project for South Brunswick High School and South Brunswick Middle School. The City of Boiling Spring Lakes does not currently have the qualified inspectors or plan reviewers to review, manage and enforce codes for these projects.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve an interlocal agreement with the City of Boiling Spring Lakes for the County to provide all necessary building code administration, plan review, and enforcement services ("Services") to the Municipality for a construction and renovation project at South Brunswick High School and South Brunswick Middle School in accordance with all applicable laws, rules, and regulations.

ATTACHMENTS:

Description

- Interlocal Agreement-City of Boiling Spring Lakes

NORTH CAROLINA

BRUNSWICK COUNTY

INTERLOCAL AGREEMENT
[For Services Only]

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part and City of Boiling Spring Lakes, a municipality organized and existing pursuant to the laws of the State of North Carolina and located in Brunswick County, (hereinafter referred to as "Municipality"), party of the second part.

WITNESSETH:

WHEREAS, County and Municipality desire to establish an inter-governmental approach for the provision of services or resources, as more fully described herein;

WHEREAS, County and Municipality each agree that the cooperative endeavor contemplated hereby will be beneficial to both entities; and

WHEREAS, County and Municipality, in order to set out the provisions and conditions under which said services or resources will be provided, have entered into this Agreement as authorized by Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, County and Municipality do hereby agree as follows:

1. SERVICES

The services to be performed and/or the resources to be provided under this Agreement (hereinafter referred to collectively as "Services") are set forth on Exhibit "A" attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

In no event shall Services provided by County under this Agreement include legal services, which shall be provided by Municipality at its own expense.

2. TERM OF AGREEMENT

The initial term of this Agreement begins on 04/19/2021 the ("Effective Date") and continues in effect until 04/18/2022, unless earlier terminated pursuant to any of the terms and conditions contained herein. It is expressly agreed that this Agreement shall automatically and without further action on the part of either party be extended from year to year unless otherwise terminated pursuant to any of the terms and conditions contained herein.

3. TERMINATION

a. **FOR CAUSE.** Notwithstanding the foregoing, County may terminate this Agreement upon fifteen (15) calendar days' written notice to Municipality if Municipality is in material breach of any provision herein and fails to cure the breach during the notice period.

b. **WITHOUT CAUSE.** County may terminate this Agreement at any time without cause by giving thirty (30) calendar days' written notice to Municipality.

4. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to fulfill its financial obligations, if any, under this Agreement for a given fiscal year, County will not be obligated beyond the end of the last fiscal year for which funds were appropriated. In such event, County will promptly notify Municipality of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

5. COMPENSATION

Municipality agrees to pay County fees for the Services as specified on Exhibit "A" or as set out above. Unless otherwise specified, County shall bill and provide a statement of the Services to Municipality by the fifteenth day of each month, and payment shall be made by Municipality on the last day of the month in which the statement was received.

6. RELATIONSHIP OF PARTIES

Both County and Municipality agree that County is acting as an independent contractor under this Agreement. Control of County personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by County. No joint agency is established by this Agreement. This Agreement does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations or personnel sharing of any kind. No joint personnel are needed by the parties in order to carry out the obligations under this Agreement.

7. REPRESENTATIONS

Each party to this Agreement represents to the other party each of the following as of the Effective Date of this Agreement and covenants with the other party that each such representation will remain true and correct:

a. It is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;

d. It shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. It shall not violate any agreement with any third party by entering into or performing the obligations under this Agreement;

f. In fulfilling its obligations under this Agreement, it will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and

g. No elected or appointed official or employee has any interest (financial, employment or other) in the transactions contemplated by this Agreement.

8. INDEMNITY

a. To the extent permitted by law, County shall indemnify and hold harmless Municipality and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of County, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against Municipality, County shall defend the same at its sole cost and expense; provided that, Municipality retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against Municipality and its respective officers, agents, employees or any of them, or jointly against Municipality and County and its respective officers, agents and employees, or any of them, County shall satisfy same.

b. To the extent permitted by law, Municipality shall indemnify and hold harmless County and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of Municipality, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against County, Municipality shall defend the same at its sole cost and expense; provided that, County retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against County and its respective officers, agents, employees or any of them, or jointly against County

and Municipality and its respective officers, agents and employees, or any of them, Municipality shall satisfy same.

c. By executing this Agreement, County does not assume liability or responsibility for or in any way release Municipality from any liability or responsibility which arises in whole or in part from the existence or effect of Municipality ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Municipality ordinance, rule or regulation is at issue, Municipality shall defend the same at its sole cost and expense and if judgment is entered or damages are awarded against Municipality**,** County or both, Municipality shall satisfy the same, including all chargeable costs and attorneys' fees.

9. REMEDIES

If Municipality is in default of any payment obligation hereunder and such default is not cured by remittance of the amount owed within thirty (30) days following written notice from County of the right to cure, then County shall be entitled to specific performance under this Agreement, injunctive relive and/or direct, incidental or consequential money damages, which may include attorneys' fees.

10. NON-DISCRIMINATION IN EMPLOYMENT

Neither party shall discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. The parties shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment.

11. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent E-Verify rules apply to this Agreement, the parties agree to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

12. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified.

Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's expense.

13. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

15. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

16. GOVERNMENTAL IMMUNITY

To the extent applicable, neither party waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

17. NON-WAIVER

Failure by County at any time to require the performance by Municipality of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

19. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

20. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

21. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Municipality and County.

22. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Municipality: City of Boiling Spring Lakes
9 E. Boiling Spring Road
Southport, NC 28461

[SIGNATURES APPEAR ON FOLLOWING PAGE]

23. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board /
Deputy Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

CITY OF BOILING SPRING LAKES

By: _____

Printed Name: Jeffrey E. Repp

Title: City Manager

Date: _____

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

BRUNSWICK COUNTY

_____
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

_____
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

CITY OF BOILING SPRING LAKES

_____
Karen Thompson
Finance Manager

APPROVED AS TO FORM

_____
Michael Isenberg

EXHIBIT "A"
SCOPE OF SERVICES /FEES

Scope of Services

County will provide all necessary building code administration, plan review, and enforcement services ("Services") to Municipality for a construction and renovation project at South Brunswick High School and South Brunswick Middle School in accordance with all applicable laws, rules, and regulations.

Fees

Municipality agrees to mandate that all contractors submit all documentation, plans and any relevant information to the County through the County's application process for the construction and renovation project at South Brunswick High School and South Brunswick Middle School. The County shall charge the respective contractor(s) related fees for commercial plan review, building and relevant trade permits in accordance with the fee schedule in effect at the time Services are rendered. County shall retain all monies collected as compensation for Services rendered.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 4.
Communications Department - Amendment to FY22 Mission, Vision, Goals, and Focus Areas

From:
Meagan Kascsak, Communications Director

Issue/Action Requested:
Request the Board of Commissioners approve an amendment to the *Respect* value currently in the adopted Fiscal Year 2021-2022 Mission, Vision, Goals, and Focus Areas to include the protection and preservation of our residents' personal rights and freedoms at every level of government.

Background/Purpose of Request:
Following the Board's discussion on the FY22 Values during the April 5, 2021 regular meeting, the following amendment was requested (in bold):

- Respect: We treat our residents and one another with the highest regard for dignity and courtesy. **We are dedicated to the protection and preservation of our residents' personal rights and freedoms at every level of government.** We exemplify the dedication, efficiency, and effectiveness recognized as exceptional customer service qualities.

Staff recommends the Board consider approval of the amendment.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve an amendment to the *Respect* value currently in the adopted Fiscal Year 2021-2022 Mission, Vision, Goals, and Focus Areas.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 5.
County Attorney - Declaration of Surplus Property

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County website for possible future purchase.

Background/Purpose of Request:
The County obtained parcel 142CE010 in April 2016 through tax foreclosure. The parcel has a tax value of $9,000.00 and the County obtained it for the sum of $3,921.47.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County website for possible future purchase.

ATTACHMENTS:

Description

- Commissioner's Deed - EDM, Inc.

B3759 P0271 04-25-2016 14:00:25.000
Brunswick County, NC Register of Deeds Brenda M. Clemmons PROP page 1 of 2

This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on: Parcel Number 142CE010 as notated by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

4-25-16 _____
Date (Asst) Tax Col. / Dpl. Tax Spec.

Presenter Bryan Batton Ret: BOX
2 Total 26.00 Rev 0 Int. NC
Ck $ 26.00 Ck # 0850 Cash $ _____
Refund: _____ Cash $ _____ Finance _____
☐ Portions of document are illegible due to condition of original.
☐ Document contains seals verified by original document that cannot be reproduced or copied.

Prepared by: Bryan W. Batton, Post Office Box 249, Bolivia, NC 28422

STATE OF NORTH CAROLINA **COMMISSIONER'S DEED**
COUNTY OF BRUNSWICK

This Deed, made this 25th day of April, 2016, by Bryan W. Batton, Commissioner, to **The County of Brunswick**, PO Box 2489, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled "County of Brunswick vs. EDM, Inc. and the City of Boiling Spring Lakes", Case # 15 CVD 1792, and Bryan W. Batton was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 11th day of March, 2016, offer the land hereinafter described at a public sale at the Brunswick County Courthouse door, in Bolivia, North Carolina, wherein **The County of Brunswick** became the last and highest bidder for said land for the sum of $ 3,921.47 and no upset or increased bid having been made within the time allowed by law, and the sale having been confirmed, and Bryan W. Batton having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of $ 3,921.47, receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does, by these presents, hereby bargain, sell, grant, and convey to **The County of Brunswick** and its heirs and assigns, that property situated in Brunswick County, North Carolina, and described as follows:

PARCEL # 142CE010:

Lot 10, Block N, Section 2, of a plan of Boiling Spring Lakes, a map of which appears of record in Book 6 of Maps, Page 162, records of Brunswick County.

This conveyance is made subject to 2016 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to **The County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.

Bryan W. Batton (SEAL)
Bryan W. Batton, Commissioner

NORTH CAROLINA
BRUNSWICK COUNTY

I, Laura M. Heavner, Notary Public of this County, do hereby certify that Bryan W. Batton, commissioner, grantor, personally appeared before me this day and that I have personal knowledge of the identity of the principal; that he acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein.

Witness my hand and official seal this 25th day of April, 2016.

Laura M Heavner
Laura M. Heavner, Notary Public

My commission expires: 5/22/2016

LAURA M HEAVNER NOTARY PUBLIC BRUNSWICK COUNTY, NC

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 6.
County Attorney - Northern Lights, Phase 2 DOD

From:
Bryan Batton

Issue/Action Requested:
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Northern Lights, Phase 2.

Background/Purpose of Request:
Northern Lights Development Company, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Northern Lights, Phase 2. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
$ 93,046.00 for water
$ 108,235.68 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from Northern Lights Development Company, LLC.

County Manager's Recommendation:
Recommend the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Northern Lights, Phase 2.

ATTACHMENTS:

Description

- Northern Lights Phase 2 DOD

Prepared by: Jeffrey B. Malpass

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the _____ day of _____, 2021, by and between NORTHERN LIGHTS DEVELOPMENT COMPANY, LLC, a North Carolina LLC, with an office and place of business in New Hanover County, North Carolina, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee; whose mailing address is PO Box 249, Bolivia, NC 28422.

WITNESSETH:

That whereas Developer is the owner and developer of a tract or parcel located in Northwest Township, Brunswick County, North Carolina, known as NORTHERN LIGHTS, PHASE 2 as described on a plat recorded in Map Cabinet 126 at Page 47 of the Brunswick County Registry;

And whereas Developer has caused to be installed water distribution lines and sewer lines under and along the road rights-of-way hereinafter described and referenced;

And whereas Developer wishes to obtain water and sewer from Grantee for the property and to make water and sewer from Grantee's system available to individual owners.

And whereas Grantee has adopted through appropriate resolution stated policy regarding water distribution and sewer systems under the terms of which, among other things, in order to obtain water and sewer for said subdivision Developer must convey title to the water and sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee;

NOW, THEREFORE, Developer, in consideration of Grantee accepting said water and sewer lines and making water and sewer available to said subdivision, has conveyed by these presents does hereby convey to Grantee, its lawful successors and assigns, the following described property:

> All of the water distribution lines and sewer lines and equipment located under, along and within the property described as NORTHERN LIGHTS, PHASE 2, as the same appears on a plat thereof recorded in Map Cabinet 126 at Page 47 of the Brunswick County Registry.

TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water and sewer distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developers, its successor and assigns, equal rights of easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

And Developer does hereby covenant that it is seized of said water and sewer lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Developer warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects, and conforms to as-built drawings. Developer warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

Northern Lights Development Company, LLC

By: Jeffrey B. Malpass
Jeffrey B. Malpass, Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, do hereby certify that Jeffrey B. Malpass personally came before me this day, and I have personal knowledge of the identity of the principal; and he acknowledged that he is Manager of Northern Lights Development Company, LLC, a North Carolina LLC, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and official seal, this the 25 day of March, 20 21.

Steven Lester Buie
NOTARY PUBLIC
New Hanover County, NC
My Commission Expires November 03, 2025

Steven L. Buie
Signature of Notary Public

Steven L. Buie
Printed or Typed Name of Notary Public

My Commission Expires: 11-03-25

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Northern Lights Development Company, LLC, was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 20_____.

Brunswick County Board of Commissioners

_____
Frank Williams, Chairman

_____
Andrea White
Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK AFFIDAVIT

NORTHERN LIGHTS DEVELOPMENT COMPANY, LLC, a North Carolina LLC, with an office and place of business in New Hanover County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Northwest Township, Brunswick County, North Carolina, known as NORTHERN LIGHTS, PHASE 2, containing lots numbered 10 thru 20, 54, and 76 thru 103, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

2. That it has caused to be installed water distribution lines and sewer lines under and along the road rights-of-way property hereinafter described and referenced:

   BEING all of NORTHERN LIGHTS, PHASE 2, as the same appears on a plat thereof recorded in Map Cabinet 126 at Page 47 of the Brunswick County Registry.

3. All the work which has been performed in the construction and installation of said water distribution lines and sewer lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water distribution lines and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this _____ day of _____, 20____.

Northern Lights Development Company, LLC

By: Jeffrey B. Malpass

Jeffrey B. Malpass, Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me this day by Jeffrey B. Malpass.

Date: 3-25-21

Steven L. Buie

Signature of Notary Public

Steven L. Buie

Printed or Typed Name of Notary Public

My Commission Expires:

Steven Lester Buie
NOTARY PUBLIC
New Hanover County, NC
My Commission Expires November 03, 2025

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 7.
Finance - Fiscal Items

From:
Julie A. Miller

Issue/Action Requested:
Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda.

-Brunswick Community College Foundation Grant Budget Amendment
Transfer $15,312 of Commissioner's contingency for the Brunswick Guarantee Administrative and Marketing costs for academic year 2020-2021 over the $350,000 budgeted amount.

-Spring 2021 Lockwood Folly Inlet Dredging Project Budget Amendment
Appropriate $34,382 of local shared revenues from Town of Holden Beach and Town of Oak Island and transfer $34,383 to Lockwood Folly and Shallow Inlet Dredging line for the Lockwood Folly Inlet Spring 2021 dredging project match.

- FY22 JCPC Certification & Annual County Plan
Request that the Board of Commissioners approve the FY2021-22 JCPC Certification, Annual Plan, Program Agreements and the FY2021-22 Funding Allocation for the Juvenile Crime Prevention Council funded by and to include needed resources from the Department of Public Safety, Juvenile Justice and Delinquency Prevention:

Brunswick County Juvenile Crime Prevention Council (JCPC) needs County Commissioner approval for programs funded annually. Programs recommended for funding for FY2021-22 are: Brunswick County Restitution Program $63,125, Providence Home $20,441, Guiding Good Choices (GGC) & Systematic Training for effective Parenting (STEP) by Coastal Horizons $47,289, Teen Court 13th District by Communities in Schools $59,141, A.R.T. by Coastal Horizons $44,990 and JCPC Administration $7,500. A total annual funding plan of $242,486.

-Operations Services Position Transfer Budget Amendment
Transfer vacant Equipment Operator II position from Operation Services to Solid Waste as Landfill Equipment Operator. The construction crew has consistently supplemented landfill staff and this transfer will move the position to Solid Waste where the position is needed.

-Financial Statements for March 2021 (unaudited)
Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at http://brunswickcountync.gov/finance/reports

Background/Purpose of Request:

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda.

ATTACHMENTS:

Description

- 20210419 Budget Amendment Brunswick Guarantee Program.pdf
- 20210419 Budget Amendment Spring 2021 LWF Inlet Dredging.pdf
- 20210419 Attach JCPC Annual Plan and Certification FY21-22
- 20210419 FY22 JCPC Prgoram Agreements
- 20210419 Budget Amendment Equipment Operator II Position.pdf
- March Monthly Financial Statements.pdf

Request Info	
Type	Budget Amendment
Description	Brunswick Guarantee Program
Justification	Board Meeting 4/19/2021-Transfer $15,312 of Commissioner's contingency for the Brunswick Guarantee Administrative and Marketing costs for academic year 2020-2021 over the $350,000 budgeted amount.
Originator	TIFFANY ROGERS

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109910	499100	Contingency	Contingency	-15312	Decrease	Credit
105921	465218	Brunswick Community College	Foundation Grant	15312	Increase	Debit

Total	
Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Spring 2021 LWF Inlet Dredging
Justification	Board Meeting 04/19/2021-Appropriate $34,382 of local shared revenues from Town of Holden Beach and Town of Oak Island and transfer $34,383 to Lockwood Folly and Shallow Inlet Dredging line for the Lockwood Folly Inlet Spring 2021 dredging project match.
Originator	TIFFANY ROGERS

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104999	333000	Economic Development Agencies	Local Shared Revenues	34382	Increase	Credit
104999	465128	Economic Development Agencies	Reserve 4 Shoreline Protection	-34383	Decrease	Credit
104999	465136	Economic Development Agencies	Lockwd Flly and Shallotte Drdg	68765	Increase	Debit

Total	
Grand Total:	68764

Juvenile Crime Prevention Council
County Plan

Brunswick County

For FY 2021-2022

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V. County Risk and Needs Assessment Summary

VI. County Juvenile Crime Prevention Council Request for Proposals

VII. Funding Decisions Summary

VIII. Funded Programs Descriptions (which do not have Program Enhancement Plan)

IX. Program Enhancement Plans (for each program approved by the JCPC)

Attachments:

Executive Summary

The Brunswick County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated the County Plan.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Brunswick County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

JCPC Action Plan Progress:

1. To reduce alcohol and substance abuse/use
2. To reduce subsequent complaints
3. To reduce violations of community supervision
4. To reduce subsequent convictions
5. To fulfill restitution and community services contracts to victims
6. To increase parental accountability

Priorities for Funding: Through a risk & needs assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency Brunswick County.

1. Parent/Family Skill Building
2. Teen Court
3. Interpersonal Skill Building
4. Restitution/Community Service
5. Temporary Shelter Care

Monitoring and Evaluation: Each program funded in the past year by the JCPC has been monitored. The monitoring results and program outcomes evaluations were considered in making funding allocation decisions. The JCPC continues to conduct implementation monitoring of its action plan and its funded programs on a quarterly basis. (Please see Attached Monitoring Reports)

Funding Recommendations: Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Juvenile Justice and Delinquency Prevention (NC DJJDP) Funds to the following Programs in the amounts specified below for the upcoming fiscal year: (See JCPC Funding Allocations page):

1. Brunswick County Restitution	$63,125
2. Coastal ART	$44,990
3. Guiding Good Choices (GCC)/STEP	$47,289
4. Providence Home	$20,441
5. Brunswick County Teen Court	$59,141

Note: There was $242,486 in JCPC funding request for FY2021-2022.

The JCPC further recommends that the following amount be allocated from the NC DJJDP funds for the administrative costs of the Council for the upcoming fiscal year: $ 7,500

Respectfully Submitted,

Chair, County Juvenile Crime Prevention Council

Date: March 29, 2021

Brunswick County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $242,486 Local Match: $ $140,600 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	Coastal A.R.T.	$44,990			$8,999			$53,989	17%
2	Guiding Good Choices & Systematic Training for Effective Parenting	$47,289			$11,054			$58,343	19%
3	Providence Home	$20,441	$35,000	$18,156				$73,597	72%
4	Brunswick Restitution	$63,125			$22,691			$85,816	26%
5	Teen Court- 13th District	$59,141	$35,000		$9,700			$103,841	43%
6	JCPC Administration	$7,500						$7,500	
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$242,486	$70,000	$18,156	$52,444			$383,086	37%

The above plan was derived through a planning process by the Brunswick County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2021-2022.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

John L Manning 4/16/2024

Chairperson, Juvenile Crime Prevention Council (Date)

check type ☐ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by _____ _____
Area Consultant Date

Reviewed by _____ _____
Program Assistant Date

Verified by _____ _____
Designated State Office Staff Date

_____

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

Juvenile Crime Prevention Council Organization

	Name	Organization	Title
Chairperson	John Manning	County Commissioner Appointee	Retired
Vice-Chairperson	Maxine Elliott	Elliott Consulting	President
Secretary	Donna Cuneo	Contract Position - JCPC Coordinator	JCPC Coordinator
Treasurer	Donna Cuneo	Contract Position- JCPC Coordinator	JCPC Coordinator
Assessment Committee Chairperson	Sharon Flucker	Brunswick County Schools	Behavior Specialist
Funding Committee Chairperson	Maxine Elliott	Elliott Consulting	President

Number of members: **21**

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
7/2020	No Meeting	N/A
8/20/20	16	Yes
9/17/20	15	Yes
10/15/20	19	Yes
11/19/20	18	Yes
12/2020	No Meeting	N/A
1/21/21	16	Yes
2/18/21	19	Yes
3/18/21	12	Yes

Program Services

BRUNSWICK County

		Comprehensive Strategy												
		Delinquency Prevention						Court Supervision						
NCJOIN & ALLIES Data July 1, 2019 - June 30, 2020	All Youth	Youth At Greatest Risk				mmediate Intervention		Graduated Sanctions						
	County Youth ages 10-17	2017-18 School Year Short & Long Term Out-of-School Suspension	JCPC Non-Court Admissions (At-risk and Court Counselor Consultations)		Juveniles at Intake	Diversion Plans/ Contracts	Juveniles Appr'd for Court	Adjudicated Juveniles	Protective Supervision	Supervised Probation	Detention Admns	YDC Commitments	Post Release Supvs	
	11,672	**1,474 ST/ 3 LT/ 0 Exp**	**131**	**2**	**107**	**27**	**35**	**27**	**1**	**21**	**20**	**0**	**1**	

JCPC Youth Admitted	No DJJ Involvement Youth At-Risk	Court Counselor Consultation	Legal Status Unknown		Intake/ Diverted	Petition Filed	Undisciplined	Delinquent	Supervision: Protective Supervision	Supervision: Supervised Probation	District Court (Deferred)	Community Commitment	PRS	Program Totals
Brunswick Restitution & Comm. Service	58	2			11					8	1			80
Coastal ART	33													33
Guiding Good Choices (GGC) and Systematic Training for Effective Parenting	20													20
Providence Home	12					1				1				14
Teen Court	12				30									42
														0
														0
														0
														0
														0
														0
														0
														0
	135	2	0		41	1	0	0	0	9	1	0	0	189

COMPLAINTS RECEIVED BY COUNTY: FY 16-17 TO FY 19-20

County	FY 16-17			FY 17-18			FY 18-19			FY 19-20		
	Not School-Based	School-Based	FY 16-17 Total	Not School-Based	School-Based	FY 17-18 Total	Not School-Based	School-Based	FY 18-19 Total	Not School-Based	School-Based	FY 19-20 Total
State Total	16,200	11,308	27,508	15,549	11,292	26,841	12,220	10,201	22,421	19,778	8,597	28,375
Alamance	205	249	454	276	233	509	247	208	455	484	211	695
Alexander	27	90	117	44	105	149	62	71	133	30	43	73
Alleghany	9	36	45	23	21	44	8	25	33	8	23	31
Anson	36	18	54	31	43	74	14	46	60	23	52	75
Ashe	20	49	69	10	43	53	16	38	54	17	28	45
Avery	34	37	71	33	37	70	20	40	60	26	24	50
Beaufort	49	105	154	94	73	167	74	55	129	133	49	182
Bertie	15	19	34	12	15	27	6	5	11	12	12	24
Bladen	10	14	24	50	5	55	24	6	30	10	6	16
Brunswick	166	149	315	124	117	241	106	89	195	170	75	245
Buncombe	272	236	508	229	243	472	291	283	574	325	239	564
Burke	140	199	339	102	215	317	92	235	327	89	168	257
Cabarrus	216	121	337	145	107	252	123	80	203	227	89	316
Caldwell	85	117	202	46	194	240	42	241	283	82	102	184
Camden	6	5	11	7	8	15	7	7	14	8	-	8
Carteret	134	15	149	71	37	108	40	51	91	118	31	149
Caswell	30	27	57	13	40	53	23	15	38	32	21	53
Catawba	206	234	440	133	301	434	138	290	428	210	340	550
Chatham	96	79	175	41	89	130	77	87	164	90	77	167
Cherokee	18	37	55	20	44	64	19	46	65	15	29	44
Chowan	72	40	112	24	43	67	23	29	52	58	26	84
Clay	9	10	19	9	9	18	6	30	36	14	19	33
Cleveland	166	303	469	223	231	454	147	237	384	182	164	346
Columbus	42	69	111	20	98	118	73	116	189	79	80	159
Craven	141	144	285	200	145	345	139	143	282	140	110	250
Cumberland	867	520	1,387	763	441	1,204	498	427	925	812	247	1,059
Currituck	31	25	56	71	22	93	59	19	78	52	10	62
Dare	70	46	116	112	29	141	168	36	204	121	20	141
Davidson	231	289	520	185	297	482	124	336	460	287	235	522
Davie	61	82	143	57	83	140	42	96	138	71	47	118
Duplin	90	100	190	121	94	215	80	44	124	49	90	139
Durham	294	113	407	411	76	487	373	54	427	489	52	541
Edgecombe	188	32	220	139	24	163	55	27	82	222	39	261
Forsyth	709	498	1,207	743	588	1,331	513	463	976	797	316	1,113
Franklin	134	28	162	57	33	90	29	15	44	41	21	62
Gaston	364	269	633	362	341	703	308	221	529	289	143	432
Gates	6	5	11	6	14	20	10	8	18	3	11	14
Graham	7	7	14	11	13	24	7	25	32	4	7	11
Granville	37	45	82	33	28	61	23	17	40	50	18	68
Greene	5	25	30	16	49	65	9	22	31	36	31	67
Guilford	974	471	1,445	1,061	528	1,589	844	453	1,297	2,107	282	2,389
Halifax	202	93	295	129	93	222	89	55	144	299	24	323
Harnett	150	202	352	164	231	395	135	195	330	294	111	405
Haywood	63	110	173	74	89	163	63	69	132	80	56	136
Henderson	109	200	309	112	186	298	71	179	250	119	148	267
Hertford	47	8	55	59	10	69	36	13	49	69	16	85
Hoke	46	57	103	93	85	178	116	90	206	191	59	250
Hyde	2	1	3	1	3	4	1	1	2	6	1	7
Iredell	358	298	656	412	239	651	361	251	612	300	323	623

PERCENTAGE OF TOTAL COMPLAINTS RECEIVED THAT WERE SCHOOL-BASED: BY COUNTY

FY 16-17	FY 17-18	FY 18-19	FY 19-20
41.1%	42.1%	45.5%	30.3%
54.8%	45.8%	45.7%	30.4%
76.9%	70.5%	53.4%	58.9%
80.0%	47.7%	75.8%	74.2%
33.3%	58.1%	76.7%	69.3%
71.0%	81.1%	70.4%	62.2%
52.1%	52.9%	66.7%	48.0%
68.2%	43.7%	42.6%	26.9%
55.9%	55.6%	45.5%	50.0%
58.3%	9.1%	20.0%	37.5%
47.3%	48.5%	45.6%	30.6%
46.5%	51.5%	49.3%	42.4%
58.7%	67.8%	71.9%	65.4%
35.9%	42.5%	39.4%	28.2%
57.9%	80.8%	85.2%	55.4%
45.5%	53.3%	50.0%	0.0%
10.1%	34.3%	56.0%	20.8%
47.4%	75.5%	39.5%	39.6%
53.2%	69.4%	67.8%	61.8%
45.1%	68.5%	53.0%	46.1%
67.3%	68.8%	70.8%	65.9%
35.7%	64.2%	55.8%	31.0%
52.6%	50.0%	83.3%	57.6%
64.6%	50.9%	61.7%	47.4%
62.2%	83.1%	61.4%	50.3%
50.5%	42.0%	50.7%	44.0%
37.5%	36.6%	46.2%	23.3%
44.6%	23.7%	24.4%	16.1%
39.7%	20.6%	17.6%	14.2%
55.6%	61.6%	73.0%	45.0%
57.3%	59.3%	69.6%	39.8%
52.6%	43.7%	35.5%	64.7%
27.8%	15.6%	12.6%	9.6%
14.5%	14.7%	32.9%	14.9%
41.3%	44.2%	47.4%	28.4%
17.3%	36.7%	34.1%	33.9%
42.5%	48.5%	41.8%	33.1%
45.5%	70.0%	44.4%	78.6%
50.0%	54.2%	78.1%	63.6%
54.9%	45.9%	42.5%	26.5%
83.3%	75.4%	71.0%	46.3%
32.6%	33.2%	34.9%	11.8%
31.5%	41.9%	38.2%	7.4%
57.4%	58.5%	59.1%	27.4%
63.6%	54.6%	52.3%	41.2%
64.7%	62.4%	71.6%	55.4%
14.5%	14.5%	26.5%	18.8%
55.3%	47.8%	43.7%	23.6%
33.3%	75.0%	50.0%	14.3%
45.4%	36.7%	41.0%	51.8%

Jackson	55	78	133	47	97	144	40	86	126	66	55	121	58.6%	67.4%	68.3%	45.5%
Johnston	184	97	281	167	169	336	170	169	339	440	207	647	34.5%	50.3%	49.9%	32.0%
Jones	1	28	29	10	25	35	25	14	39	43	33	76	96.6%	71.4%	35.9%	43.4%
Lee	41	247	288	61	276	337	43	179	222	97	147	244	85.8%	81.9%	80.6%	60.2%
Lenoir	84	100	184	96	57	153	81	32	113	124	26	150	54.3%	37.3%	28.3%	17.3%
Lincoln	197	139	336	104	102	206	77	160	237	85	101	186	41.4%	49.5%	67.5%	54.3%
Macon	55	57	112	45	65	110	39	50	89	63	61	124	50.9%	59.1%	56.2%	49.2%
Madison	9	15	24	38	19	57	5	19	24	19	7	26	62.5%	33.3%	79.2%	26.9%
Martin	73	74	147	50	106	156	55	103	158	77	71	148	50.3%	67.9%	65.2%	48.0%
McDowell	54	99	153	68	70	138	25	97	122	71	126	197	64.7%	50.7%	79.5%	64.0%
Mecklenburg	2,495	806	3,301	2,516	603	3,119	1,720	346	2,066	2,050	552	2,602	24.4%	19.3%	16.7%	21.2%
Mitchell	9	23	32	12	28	40	11	36	47	13	25	38	71.9%	70.0%	76.6%	65.8%
Montgomery	49	20	69	52	37	89	10	12	22	49	6	55	29.0%	41.6%	54.5%	10.9%
Moore	99	86	185	153	82	235	90	84	174	140	49	189	46.5%	34.9%	48.3%	25.9%
Nash	216	39	255	193	49	242	113	24	137	187	16	203	15.3%	20.2%	17.5%	7.9%
New Hanover	238	189	427	207	111	318	176	133	309	429	109	538	44.3%	34.9%	43.0%	20.3%
Northampton	31	32	63	45	5	50	19	13	32	78	18	96	50.8%	10.0%	40.6%	18.8%
Onslow	524	267	791	494	248	742	273	156	429	833	157	990	33.8%	33.4%	36.4%	15.9%
Orange	65	37	102	81	70	151	112	69	181	208	60	268	36.3%	46.4%	38.1%	22.4%
Pamlico	8	14	22	7	17	24	5	7	12	14	6	20	63.6%	70.8%	58.3%	30.0%
Pasquotank	108	76	184	88	67	155	58	104	162	109	68	177	41.3%	43.2%	64.2%	38.4%
Pender	118	111	229	41	120	161	76	55	131	66	36	102	48.5%	74.5%	42.0%	35.3%
Perquimans	27	11	38	19	13	32	24	14	38	39	21	60	28.9%	40.6%	36.8%	35.0%
Person	63	89	152	78	73	151	56	32	88	47	16	63	58.6%	48.3%	36.4%	25.4%
Pitt	590	265	855	284	255	539	294	187	481	643	249	892	31.0%	47.3%	38.9%	27.9%
Polk	20	12	32	23	15	38	21	22	43	80	10	90	37.5%	39.5%	51.2%	11.1%
Randolph	189	193	382	121	193	314	135	175	310	172	99	271	50.5%	61.5%	56.5%	36.5%
Richmond	137	66	203	96	129	225	65	137	202	101	97	198	32.5%	57.3%	67.8%	49.0%
Robeson	247	192	439	163	201	364	201	232	433	300	145	445	43.7%	55.2%	53.6%	32.6%
Rockingham	102	111	213	114	112	226	85	133	218	221	203	424	52.1%	49.6%	61.0%	47.9%
Rowan	131	91	222	128	92	220	194	77	271	160	75	235	41.0%	41.8%	28.4%	31.9%
Rutherford	104	74	178	92	55	147	73	93	166	96	96	192	41.6%	37.4%	56.0%	50.0%
Sampson	57	72	129	89	98	187	65	76	141	63	77	140	55.8%	52.4%	53.9%	55.0%
Scotland	43	59	102	37	116	153	63	64	127	40	59	99	57.8%	75.8%	50.4%	59.6%
Stanly	65	68	133	110	48	158	27	34	61	58	57	115	51.1%	30.4%	55.7%	49.6%
Stokes	54	67	121	24	102	126	28	80	108	60	73	133	55.4%	81.0%	74.1%	54.9%
Surry	87	100	187	142	152	294	84	86	170	141	90	231	53.5%	51.7%	50.6%	39.0%
Swain	15	27	42	12	31	43	15	25	40	9	26	35	64.3%	72.1%	62.5%	74.3%
Transylvania	31	33	64	20	42	62	15	27	42	28	33	61	51.6%	67.7%	64.3%	54.1%
Tyrrell	11	11	22	6	7	13	3	3	6	7	29	36	50.0%	53.8%	50.0%	80.6%
Union	279	392	671	542	306	848	252	395	647	425	248	673	58.4%	36.1%	61.1%	36.8%
Vance	40	41	81	118	38	156	132	35	167	80	15	95	50.6%	24.4%	21.0%	15.8%
Wake	1,140	374	1,514	947	300	1,247	864	317	1,181	1,582	300	1,882	24.7%	24.1%	26.8%	15.9%
Warren	22	18	40	2	13	15	16	29	45	16	15	31	45.0%	86.7%	64.4%	48.4%
Washington	22	6	28	17	-	17	19	6	25	31	2	33	21.4%	0.0%	24.0%	6.1%
Watauga	31	43	74	12	42	54	12	27	39	43	33	76	58.1%	77.8%	69.2%	43.4%
Wayne	187	68	255	166	60	226	101	45	146	117	75	192	26.7%	26.5%	30.8%	39.1%
Wilkes	99	122	221	189	140	329	108	196	304	119	118	237	55.2%	42.6%	64.5%	49.8%
Wilson	253	64	317	156	69	225	124	55	179	390	24	414	20.2%	30.7%	30.7%	5.8%
Yadkin	173	56	229	70	53	123	88	44	132	64	42	106	24.5%	43.1%	33.3%	39.6%
Yancey	19	23	42	25	22	47	2	18	20	15	9	24	54.8%	46.8%	90.0%	37.5%

YOUTH SERVED FY 19-20 BY PROGRAM COUNTY, COURT INVOLVEMENT STATUS AT ADMISSION AND RISK

	Non Court Involved						Court Involved						
County	RL1 (0)	RL2 (1-2)	RL3 (3-5)	RL4 (6-12)	(13-30)	Non Court Total	RL1 (0)	RL2 (1-2)	RL3 (3-5)	RL4 (6-12)	RL5 (13-30)	Court Total	CountyTotal
Alamance	102	41	154	14	1	312	41	10	54	56	7	168	480
Alexander	5	6	6	1	-	18	1	4	10	9	2	26	44
Alleghany	4	40	3	1	-	48	-	3	7	1	-	11	59
Anson	-	2	1	-	-	3	-	4	6	13	5	28	31
Ashe	12	40	25	1	-	78	-	3	3	6	1	13	91
Avery	4	18	13	1	-	36	1	1	18	5	3	28	64
Beaufort	1	30	11	3	-	45	1	7	18	8	2	36	81
Bertie	5	5	8	8	-	26	1	-	5	3	2	11	37
Bladen	-	17	55	12	2	86	4	14	12	9	-	39	125
Brunswick	6	48	59	29	-	142	5	31	28	10	1	75	217
Buncombe	23	32	70	38	4	167	3	34	76	41	10	164	331
Burke	10	14	-	-	-	24	4	11	52	68	10	145	169
Cabarrus	10	49	27	6	-	92	6	21	57	45	20	149	241
Caldwell	13	22	20	2	-	57	2	4	35	31	11	83	140
Camden	12	16	6	1	-	35	-	1	4	3	1	9	44
Carteret	16	37	21	11	1	86	-	35	23	8	2	68	154
Caswell	2	16	7	-	-	25	-	-	28	13	4	45	70
Catawba	5	25	8	1	-	39	3	18	60	53	4	138	177
Chatham	-	-	7	1	1	9	3	24	39	31	15	112	121
Cherokee	-	1	-	-	-	1	-	1	9	7	-	17	18
Chowan	36	22	19	3	-	80	-	3	20	8	-	31	111
Clay	-	-	-	1	-	1	1	2	7	2	-	12	13
Cleveland	7	33	58	7	1	106	2	15	27	14	7	65	171
Columbus	-	65	9	5	-	79	3	18	43	31	8	103	182
Craven	-	25	112	16	-	153	2	13	21	27	6	69	222
Cumberland	113	76	93	91	19	392	25	36	111	78	45	295	687
Currituck	-	3	28	5	-	36	-	8	10	16	3	37	73
Dare	15	34	17	3	1	70	4	23	32	11	1	71	141
Davidson	4	38	49	7	1	99	6	49	183	109	24	371	470
Davie	1	5	1	2	1	10	-	8	14	18	10	50	60
Duplin	7	68	46	8	-	129	-	19	24	32	4	79	208
Durham	58	31	87	78	10	264	2	6	16	34	22	80	344
Edgecombe	118	85	17	5	1	226	-	12	12	23	8	55	281
Forsyth	46	80	78	49	2	255	8	17	48	74	39	186	441
Franklin	-	47	23	3	-	73	1	6	2	8	2	19	92
Gaston	11	60	71	31	-	173	6	24	135	135	28	328	501
Gates	-	9	81	-	-	90	-	-	9	-	-	9	99
Graham	1	2	11	8	-	22	1	6	3	3	-	13	35
Granville	17	32	47	13	-	109	-	1	13	7	4	25	134
Greene	-	3	23	1	-	27	-	-	7	11	2	20	47
Guilford	161	446	457	126	23	1,213	24	89	260	348	133	854	2,067
Halifax	1	2	7	6	1	17	-	27	38	38	11	114	131
Harnett	24	36	37	5	-	102	1	4	29	20	6	60	162
Haywood	-	8	16	6	-	30	3	6	19	13	3	44	74
Henderson	-	3	4	2	-	9	-	11	73	72	9	165	174
Hertford	-	2	9	4	-	15	-	3	11	18	2	34	49

YOUTH SERVED FY 19-20 BY PROGRAM COUNTY, COURT INVOLVEMENT STATUS AT ADMISSION AND RISK

	Non Court Involved					Court Involved				
	RL1 (0)	RL2 (1-2)	RL3 (3-5)	RL4 (6-12)	RL5 (13-30)	RL1 (0)	RL2 (1-2)	RL3 (3-5)	RL4 (6-12)	RL5 (13-30)
	32.7%	13.1%	49.4%	4.5%	0.3%	24.4%	6.0%	32.1%	33.3%	4.2%
	27.8%	33.3%	33.3%	5.6%	0.0%	3.8%	15.4%	38.5%	34.6%	7.7%
	8.3%	83.3%	6.3%	2.1%	0.0%	0.0%	27.3%	63.6%	9.1%	0.0%
	0.0%	66.7%	33.3%	0.0%	0.0%	0.0%	14.3%	21.4%	46.4%	17.9%
	15.4%	51.3%	32.1%	1.3%	0.0%	0.0%	23.1%	23.1%	46.2%	7.7%
	11.1%	50.0%	36.1%	2.8%	0.0%	3.6%	3.6%	64.3%	17.9%	10.7%
	2.2%	66.7%	24.4%	6.7%	0.0%	2.8%	19.4%	50.0%	22.2%	5.6%
	19.2%	19.2%	30.8%	30.8%	0.0%	9.1%	0.0%	45.5%	27.3%	18.2%
	0.0%	19.8%	64.0%	14.0%	2.3%	10.3%	35.9%	30.8%	23.1%	0.0%
	4.2%	33.8%	41.5%	20.4%	0.0%	6.7%	41.3%	37.3%	13.3%	1.3%
	13.8%	19.2%	41.9%	22.8%	2.4%	1.8%	20.7%	46.3%	25.0%	6.1%
	41.7%	58.3%	0.0%	0.0%	0.0%	2.8%	7.6%	35.9%	46.9%	6.9%
	10.9%	53.3%	29.3%	6.5%	0.0%	4.0%	14.1%	38.3%	30.2%	13.4%
	22.8%	38.6%	35.1%	3.5%	0.0%	2.4%	4.8%	42.2%	37.3%	13.3%
	34.3%	45.7%	17.1%	2.9%	0.0%	0.0%	11.1%	44.4%	33.3%	11.1%
	18.6%	43.0%	24.4%	12.8%	1.2%	0.0%	51.5%	33.8%	11.8%	2.9%
	8.0%	64.0%	28.0%	0.0%	0.0%	0.0%	0.0%	62.2%	28.9%	8.9%
	12.8%	64.1%	20.5%	2.6%	0.0%	2.2%	13.0%	43.5%	38.4%	2.9%
	0.0%	0.0%	77.8%	11.1%	11.1%	2.7%	21.4%	34.8%	27.7%	13.4%
	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	5.9%	52.9%	41.2%	0.0%
	45.0%	27.5%	23.8%	3.8%	0.0%	0.0%	9.7%	64.5%	25.8%	0.0%
	0.0%	0.0%	0.0%	100.0%	0.0%	8.3%	16.7%	58.3%	16.7%	0.0%
	6.6%	31.1%	54.7%	6.6%	0.9%	3.1%	23.1%	41.5%	21.5%	10.8%
	0.0%	82.3%	11.4%	6.3%	0.0%	2.9%	17.5%	41.7%	30.1%	7.8%
	0.0%	16.3%	73.2%	10.5%	0.0%	2.9%	18.8%	30.4%	39.1%	8.7%
	28.8%	19.4%	23.7%	23.2%	4.8%	8.5%	12.2%	37.6%	26.4%	15.3%
	0.0%	8.3%	77.8%	13.9%	0.0%	0.0%	21.6%	27.0%	43.2%	8.1%
	21.4%	48.6%	24.3%	4.3%	1.4%	5.6%	32.4%	45.1%	15.5%	1.4%
	4.0%	38.4%	49.5%	7.1%	1.0%	1.6%	13.2%	49.3%	29.4%	6.5%
	10.0%	50.0%	10.0%	20.0%	10.0%	0.0%	16.0%	28.0%	36.0%	20.0%
	5.4%	52.7%	35.7%	6.2%	0.0%	0.0%	24.1%	30.4%	40.5%	5.1%
	22.0%	11.7%	33.0%	29.5%	3.8%	2.5%	7.5%	20.0%	42.5%	27.5%
	52.2%	37.6%	7.5%	2.2%	0.4%	0.0%	21.8%	21.8%	41.8%	14.5%
	18.0%	31.4%	30.6%	19.2%	0.8%	4.3%	9.1%	25.8%	39.8%	21.0%
	0.0%	64.4%	31.5%	4.1%	0.0%	5.3%	31.6%	10.5%	42.1%	10.5%
	6.4%	34.7%	41.0%	17.9%	0.0%	1.8%	7.3%	41.2%	41.2%	8.5%
	0.0%	10.0%	90.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%
	4.5%	9.1%	50.0%	36.4%	0.0%	7.7%	46.2%	23.1%	23.1%	0.0%
	15.6%	29.4%	43.1%	11.9%	0.0%	0.0%	4.0%	52.0%	28.0%	16.0%
	0.0%	11.1%	85.2%	3.7%	0.0%	0.0%	0.0%	35.0%	55.0%	10.0%
	13.3%	36.8%	37.7%	10.4%	1.9%	2.8%	10.4%	30.4%	40.7%	15.6%
	5.9%	11.8%	41.2%	35.3%	5.9%	0.0%	23.7%	33.3%	33.3%	9.6%
	23.5%	35.3%	36.3%	4.9%	0.0%	1.7%	6.7%	48.3%	33.3%	10.0%
	0.0%	26.7%	53.3%	20.0%	0.0%	6.8%	13.6%	43.2%	29.5%	6.8%
	0.0%	33.3%	44.4%	22.2%	0.0%	0.0%	6.7%	44.2%	43.6%	5.5%
	0.0%	13.3%	60.0%	26.7%	0.0%	0.0%	8.8%	32.4%	52.9%	5.9%

Hoke	4	9	7	4	2	26	4	9	13	9	4	39	65	15.4%	34.6%	26.9%	15.4%	7.7%	10.3%	23.1%	33.3%	23.1%	10.3%
Hyde	5	14	12	11	-	42	-	-	-	-	-	-	42	11.9%	33.3%	28.6%	26.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Iredell	3	52	56	13	1	125	20	79	92	73	11	275	400	2.4%	41.6%	44.8%	10.4%	0.8%	7.3%	28.7%	33.5%	26.5%	4.0%
Jackson	5	11	3	2	-	21	3	13	21	8	-	45	66	23.8%	52.4%	14.3%	9.5%	0.0%	6.7%	28.9%	46.7%	17.8%	0.0%
Johnston	-	5	12	7	-	24	8	9	46	27	7	97	121	0.0%	20.8%	50.0%	29.2%	0.0%	8.2%	9.3%	47.4%	27.8%	7.2%
Jones	6	10	12	-	-	28	-	-	-	1	-	1	29	21.4%	35.7%	42.9%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%
Lee	-	7	38	8	-	53	4	16	25	26	4	75	128	0.0%	13.2%	71.7%	15.1%	0.0%	5.3%	21.3%	33.3%	34.7%	5.3%
Lenoir	2	5	47	43	2	99	-	1	6	22	13	42	141	2.0%	5.1%	47.5%	43.4%	2.0%	0.0%	2.4%	14.3%	52.4%	31.0%
Lincoln	48	21	11	10	2	92	4	8	33	20	1	66	158	52.2%	22.8%	12.0%	10.9%	2.2%	6.1%	12.1%	50.0%	30.3%	1.5%
Macon	-	4	3	3	-	10	-	2	7	8	2	19	29	0.0%	40.0%	30.0%	30.0%	0.0%	0.0%	10.5%	36.8%	42.1%	10.5%
Madison	14	29	11	2	-	56	-	1	16	1	-	18	74	25.0%	51.8%	19.6%	3.6%	0.0%	0.0%	5.6%	88.9%	5.6%	0.0%
Martin	60	119	50	4	-	233	2	3	14	8	4	31	264	25.8%	51.1%	21.5%	1.7%	0.0%	6.5%	9.7%	45.2%	25.8%	12.9%
McDowell	3	7	4	-	-	14	-	9	43	20	2	74	88	21.4%	50.0%	28.6%	0.0%	0.0%	0.0%	12.2%	58.1%	27.0%	2.7%
Mecklenburg	49	82	85	32	2	250	7	40	104	157	87	395	645	19.6%	32.8%	34.0%	12.8%	0.8%	1.8%	10.1%	26.3%	39.7%	22.0%
Mitchell	-	-	-	2	-	2	-	5	8	7	-	20	22	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	25.0%	40.0%	35.0%	0.0%
Montgomery	-	14	52	-	-	66	-	-	15	5	1	21	87	0.0%	21.2%	78.8%	0.0%	0.0%	0.0%	0.0%	71.4%	23.8%	4.8%
Moore	4	14	18	3	-	39	4	10	9	11	-	34	73	10.3%	35.9%	46.2%	7.7%	0.0%	11.8%	29.4%	26.5%	32.4%	0.0%
Nash	-	139	29	12	-	180	-	13	18	15	12	58	238	0.0%	77.2%	16.1%	6.7%	0.0%	0.0%	22.4%	31.0%	25.9%	20.7%
New Hanover	8	61	74	19	2	164	4	21	54	74	34	187	351	4.9%	37.2%	45.1%	11.6%	1.2%	2.1%	11.2%	28.9%	39.6%	18.2%
Northampton	-	5	4	1	-	10	1	4	8	11	4	28	38	0.0%	50.0%	40.0%	10.0%	0.0%	3.6%	14.3%	28.6%	39.3%	14.3%
Onslow	14	48	85	23	2	172	8	25	53	37	9	132	304	8.1%	27.9%	49.4%	13.4%	1.2%	6.1%	18.9%	40.2%	28.0%	6.8%
Orange	1	31	48	14	1	95	3	21	31	46	9	110	205	1.1%	32.6%	50.5%	14.7%	1.1%	2.7%	19.1%	28.2%	41.8%	8.2%
Pamlico	50	64	17	3	-	134	-	2	-	2	-	4	138	37.3%	47.8%	12.7%	2.2%	0.0%	0.0%	50.0%	0.0%	50.0%	0.0%
Pasquotank	-	-	-	1	-	1	-	16	54	24	4	98	99	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	16.3%	55.1%	24.5%	4.1%
Pender	23	21	24	17	3	88	1	21	20	20	2	64	152	26.1%	23.9%	27.3%	19.3%	3.4%	1.6%	32.8%	31.3%	31.3%	3.1%
Perquimans	4	6	-	-	-	10	-	8	12	5	-	25	35	40.0%	60.0%	0.0%	0.0%	0.0%	0.0%	32.0%	48.0%	20.0%	0.0%
Person	-	5	2	-	1	8	-	3	14	26	11	54	62	0.0%	62.5%	25.0%	0.0%	12.5%	0.0%	5.6%	25.9%	48.1%	20.4%
Pitt	-	7	19	18	-	44	9	20	42	52	21	144	188	0.0%	15.9%	43.2%	40.9%	0.0%	6.3%	13.9%	29.2%	36.1%	14.6%
Polk	-	-	4	-	-	4	-	5	6	3	-	14	18	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	35.7%	42.9%	21.4%	0.0%
Randolph	1	85	30	6	-	122	7	21	46	19	2	95	217	0.8%	69.7%	24.6%	4.9%	0.0%	7.4%	22.1%	48.4%	20.0%	2.1%
Richmond	-	2	4	-	-	6	-	11	55	38	31	135	141	0.0%	33.3%	66.7%	0.0%	0.0%	0.0%	8.1%	40.7%	28.1%	23.0%
Robeson	47	66	150	46	-	309	-	9	13	32	2	56	365	15.2%	21.4%	48.5%	14.9%	0.0%	0.0%	16.1%	23.2%	57.1%	3.6%
Rockingham	47	96	38	4	-	185	4	30	59	30	13	136	321	25.4%	51.9%	20.5%	2.2%	0.0%	2.9%	22.1%	43.4%	22.1%	9.6%
Rowan	10	44	53	13	-	120	2	39	68	48	10	167	287	8.3%	36.7%	44.2%	10.8%	0.0%	1.2%	23.4%	40.7%	28.7%	6.0%
Rutherford	-	1	7	1	-	9	4	15	34	13	-	66	75	0.0%	11.1%	77.8%	11.1%	0.0%	6.1%	22.7%	51.5%	19.7%	0.0%
Sampson	1	25	35	4	-	65	1	7	39	25	1	73	138	1.5%	38.5%	53.8%	6.2%	0.0%	1.4%	9.6%	53.4%	34.2%	1.4%
Scotland	12	21	8	5	-	46	5	5	19	7	-	36	82	26.1%	45.7%	17.4%	10.9%	0.0%	13.9%	13.9%	52.8%	19.4%	0.0%
Stanly	2	14	37	16	1	70	7	17	20	16	6	66	136	2.9%	20.0%	52.9%	22.9%	1.4%	10.6%	25.8%	30.3%	24.2%	9.1%
Stokes	-	27	9	2	-	38	2	16	40	26	3	87	125	0.0%	71.1%	23.7%	5.3%	0.0%	2.3%	18.4%	46.0%	29.9%	3.4%
Surry	8	13	5	-	-	26	5	26	51	40	8	130	156	30.8%	50.0%	19.2%	0.0%	0.0%	3.8%	20.0%	39.2%	30.8%	6.2%
Swain	1	1	-	1	-	3	1	3	-	1	-	5	8	33.3%	33.3%	0.0%	33.3%	0.0%	20.0%	60.0%	0.0%	20.0%	0.0%
Transylvania	-	6	19	11	-	36	3	11	19	7	-	40	76	0.0%	16.7%	52.8%	30.6%	0.0%	7.5%	27.5%	47.5%	17.5%	0.0%
Tyrrell	22	48	19	3	-	92	-	1	5	3	-	9	101	23.9%	52.2%	20.7%	3.3%	0.0%	0.0%	11.1%	55.6%	33.3%	0.0%
Union	-	6	2	1	-	9	3	27	81	58	17	186	195	0.0%	66.7%	22.2%	11.1%	0.0%	1.6%	14.5%	43.5%	31.2%	9.1%
Vance	24	57	30	8	-	119	-	1	9	6	3	19	138	20.2%	47.9%	25.2%	6.7%	0.0%	0.0%	5.3%	47.4%	31.6%	15.8%
Wake	152	330	240	58	1	781	29	99	119	74	27	348	1,129	19.5%	42.3%	30.7%	7.4%	0.1%	8.3%	28.4%	34.2%	21.3%	7.8%
Warren	41	51	20	3	1	116	1	3	5	6	3	18	134	35.3%	44.0%	17.2%	2.6%	0.9%	5.6%	16.7%	27.8%	33.3%	16.7%
Washington	5	17	13	-	-	35	-	1	-	2	-	3	38	14.3%	48.6%	37.1%	0.0%	0.0%	0.0%	33.3%	0.0%	66.7%	0.0%
Watauga	1	30	46	9	-	86	-	7	10	12	3	32	118	1.2%	34.9%	53.5%	10.5%	0.0%	0.0%	21.9%	31.3%	37.5%	9.4%
Wayne	3	25	53	12	2	95	2	5	19	21	24	71	166	3.2%	26.3%	55.8%	12.6%	2.1%	2.8%	7.0%	26.8%	29.6%	33.8%

Wilkes	2	2	2	5	-	11	2	14	38	56	10	120	131	18.2%	18.2%	18.2%	45.5%	0.0%	1.7%	11.7%	31.7%	46.7%	8.3%
Wilson	1	4	22	8	-	35	-	7	18	43	23	91	126	2.9%	11.4%	62.9%	22.9%	0.0%	0.0%	7.7%	19.8%	47.3%	25.3%
Yadkin	-	8	-	1	-	9	-	14	15	12	1	42	51	0.0%	88.9%	0.0%	11.1%	0.0%	0.0%	33.3%	35.7%	28.6%	2.4%
Yancey	3	5	6	9	-	23	-	5	4	4	-	13	36	13.0%	21.7%	26.1%	39.1%	0.0%	0.0%	38.5%	30.8%	30.8%	0.0%
State Total	1,536	####	3,476	1,093	92	9,645	324	1,390	3,261	2,887	906	8,768	18,413	15.9%	35.7%	36.0%	11.3%	1.0%	3.7%	15.9%	37.2%	32.9%	10.3%

Request for Proposals
NCDPS JCPC Continuation Funding FY 2021-22

BRUNSWICK	$242,486	2/29/2021
County	Anticipated Annual Allocation	Date Advertised

The Juvenile Crime Prevention Council having studied the needs of juveniles in the county hereby publishes this Request for Proposals.

The North Carolina Department of Public Safety (NCDPS) anticipates annual funds in the above stated amount will be available for programs serving delinquent and at-risk youth beginning on or after July 1, 2021. Local match rate for JCPC funds required: **20%.** *

**The Juvenile Crime Prevention Council may recommend certain programs for one or two-year funding awards dependent upon program performance, compliance with JCPC policy, and the availability of state JCPC allocation funds.*

Based on identified needed programs and possible gaps in the service continuum, the following program types will be considered for funding:

☒ Mentoring Services	☒ Restitution/Community Service	☐ Sexual Offender Evaluation & Treatment
☒ Parent/Family Skill Building	☒ Teen Court	☐ Group Home
☒ Interpersonal Skill Building	☒ Psychological Assessments	☒ Temporary Shelter
☒ Vocational Skills	☐ Counseling	☐ Runaway Shelter
☐ Experiential Skills	☐ Home Based Family Counseling	☐ Specialized Foster Care
☒ Tutoring/Academic Enhancement	☐ Crisis Counseling	☐ Temporary Foster Care
☒ Mediation	☒ Substance Abuse Prevention/Education	☐ Juvenile Structured Day

As a result of the Needs Assessment in the above named county, programs that reduce risk, address the needs of juveniles, and increase protective factors will be considered for funding.

Elevated risk factors for delinquency:	Elevated Needs for adjudicated juveniles:
School behavioral issues, negative peer association, parental supervision/ability, alcohol/substance abuse	Mental health needs, academic function, conflict in the home, parenting skills, abuse and neglect history, substance abuse, school behavior problems

Protective Factors to address risk and needs:
School bonding, school connectedness, school motivation, positive peer modeling, effective parental supervision, family connectedness, prosocial family involvement, prosocial involvement with others

Program preferences:

1. Programs who apply should be compatible with research that are shown to be effective with juvenile offenders.
2. Program services should be outcome-based.
3. The program should have an evaluation component.
4. Program services should detect gang participation and divert individual, if applicable.

The program application MUST be completed and submitted in the NC ALLIES web-based program application prior to submitting a completed copy to the person listed below. Applications that are not completed and submitted into NC ALLIES before the application deadline will not be considered. Private

non-profits are also required to submit the following forms into NC ALLIES or your application is considered incomplete: 1) No Over Due Tax form (available at the above link) 2) Notarized DPS Conflict of Interest Statement Template (available at the above link), 3) The Non-profit's Conflict of Interest Policy; and 4) Proof of 501(c)(3) status. It is strongly advised that applicants begin the application process well before the application deadline to ensure timely completion and submission. You will find additional self-help videos to assist you on the NCALLIES webpage by clicking on the HELP tab.

The web-based program application is available on line at the Department of Public Safety web-site:
https://www.ncdps.gov/Index2.cfm?a=000003,002476,002483,002482,002514

Only local public agencies, 501 ©3 non-profit corporations and local housing authorities will be considered for funding. For additional information regarding the application process:

John Manning JCPC Chairperson / or Designee Telephone 910-253-2040

For information about the grant writing workshop and other technical assistance:

Lance Britt , Area Consultant at 919-323-6845.

The deadline for receiving applications is **March 3, 2021** . **(Email/Mail or deliver) to: Melinda Johnson PO Box 249 Bolivia NC 28422 910-253-2040**

Brunswick County Parks & Recreation
PUBLIC NOTICE

Request for Proposals
NCDPS JCPC Continuation Funding FY 2021-22

BRUNSWICK	$242,486	2/29/21
County	Anticipated Annual Allocation	Date Advertised

The Juvenile Crime Prevention Council having studied the needs of juveniles in the county hereby publishes this Request for Proposals.

The North Carolina Department of Public Safety (NCDPS) anticipates annual funds in the above stated amount will be available for programs serving delinquent and at-risk youth beginning on or after July 1, 2021. Local match rate for JCPC funds required: 20%. *

**The Juvenile Crime Prevention Council may recommend certain programs for one or two-year funding awards dependent upon program performance, compliance with JCPC policy, and the availability of state JCPC allocation funds.*

Based on identified needed programs and possible gaps in the service continuum, the following program types will be considered for funding:

☒ Mentoring Services	☒ Restitution/Community Service	
☒ Parent/Family Skill Building	☒ Teen Court	
☒ Interpersonal Skill Building	☒ Psychological Assessments	☒ Temporary Shelter
☒ Vocational Skills		
☒ Tutoring/Academic Enhancement		
☒ Mediation	☒ Substance Abuse Prevention/Education	

As a result of the Needs Assessment in the above-named county, programs that reduce risk, address the needs of juveniles, and increase protective factors will be considered for funding.

Elevated risk factors for delinquency:	Elevated Needs for adjudicated juveniles:
School behavioral issues, negative peer association, parental supervision/ability, alcohol/substance abuse	Mental health needs, academic function, conflict in the home, parenting skills, abuse and neglect history, substance abuse, school behavior problems

Protective Factors to address risk and needs:
School bonding, school connectedness, school motivation, positive peer modeling, effective parental supervision, family connectedness, prosocial family involvement, prosocial involvement with others

Program preferences:

1. Programs who apply should be compatible with research that are shown to be effective with juvenile offenders.
2. Program services should be outcome-based.
3. The program should have an evaluation component.
4. Program services should detect gang participation and divert individual, if applicable.

The program application MUST be completed and submitted in the NC ALLIES web-based program application prior to submitting a completed copy to the person listed below. Applications that are not completed and submitted into NC ALLIES before the application deadline will not be considered. Private non-profits are also required to submit the following forms into NC ALLIES or your application is considered incomplete: 1) No Over Due Tax form (available at the above link) 2) Notarized DPS Conflict of Interest Statement Template (available at the above link), 3) The Non-profit's Conflict of Interest Policy; and 4) Proof of 501(c)(3) status. It is strongly advised that applicants begin the application process well before the application deadline to ensure timely completion and submission. You will find additional self-help videos to assist you on the NCALLIES webpage by clicking on the HELP tab.

The web-based program application is available on line at the Department of Public Safety web-site:
https://www.ncdps.gov/index2.cfm?a=000003,002476,002483,002482,002614

Only local public agencies, 501 ©3 non-profit corporations and local housing authorities will be considered for funding. For additional information regarding the application process:

John Manning 910-2040, JCPC Chairperson / or Designee — Telephone #

For information about the grant writing workshop and other technical assistance:
Lance Britt , Area Consultant at 919-323-6845.

The deadline for receiving applications is March 3, 2021 . **(Mail or deliver) to:** Melinda Johnson PO Box 249 Bolivia, NC 28469 910-253-2040

(2-3, 10)

Bolivia, NC 28422 Mary R. Sanderford

BRUNSWICK COUNTY JUVENILE CRIME PREVENTION COUNCIL REQUEST FOR PROPOSAL FOR FY 2021-2022

Anticipated County Allocation – $242,486
Required Local Match – Rate 20%
Date Advertised – February 29, 2021

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Department of Public Safety, Division of Adult Corrections and Juvenile Justice, Juvenile Community Programs section in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2021-2022 beginning on, or after, July 1, 2021. The use of these funds in this county requires a local match in the amount specified above.

The JCPC will consider proposals for the following needed programs:

Mentoring Services
Parent/Family Skill Building
Interpersonal Skill Building
Psychological Assessments
Restitution/Community Service
Teen Court
Temporary Shelter Care
Mediation
Tutoring/Academic Enhancement
Vocational Skills
Substance Abuse Prevention/Education

Proposed program services should target the following risk factors for delinquency or repeat *delinquency*:

- Youth are 12 years or older when first delinquent offense is alleged in a complaint
- Youth report some substance abuse/mental health issues and/or need further assessing or treatment
- Youth have moderate to serious behavior problems at school
- Youth sometimes/regularly associates with negative/delinquent peers
- Lack of Parental supervision

Programs should address the following concerns as reported in the Needs Assessments for adjudicated youth:

Peer Domain: Youth association with negative and/or delinquent peers.

Individual Domain: Youth are age 12 years or older at the time of the 1st delinquent offense alleged in a complaint. Youth reported having mental health issues that are being addressed and/or need further assessing or treatment

Family Domain: Parent/guardian/custodian supervision skills are reported as marginal; and family members with a criminal history.

School Domain: Youth have moderate to serious school behavior problems as a result poor school attendance, excessive in-school and/or out of school suspensions.

Applicants are being sought that are able to address items below:

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individual, if applicable.

John E. Manning, 910-253-2040
JCPC Chairperson or Designee

In order to apply for FY 2021-2022 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at the following link: https://www.ncdps.gov/Juvenile-Justice/Community-Programs/Juvenile-Crime-Prevention-Councils/Program-Agreement-Information

Local public agencies, 501(c)(3) non-profit corporations and local housing authorities are invited to submit applications to provide services addressing the above elements. After submitting the application electronically, print and submit hard copies as indicated below. Private non-profits are also required to submit No Over Due Tax forms, Conflict of Interest Statements, and proof of 501(c)(3) status.

NOTE: For further information, or technical assistance about applying for JCPC funds in this county please contact Area Consultant, Lance Britt at 919-323-6845.

Deadline for Application is: March 3, 2021 by 5:00 P.M.

Mail or deliver applications to Melinda Johnson; Brunswick County Parks & Recreation, PO 249, Bolivia, NC 28422

Number of original copies to submit: 5
Telephone: 910-253-2040

Brunswick County FY 21-22 RFP Distribution List for Request For Proposal

RFP Advertising Source	RFP Distribution Method
1. State Port Pilot	Newspaper
2. Beacon	Newspaper
3.	
4.	
5.	

Juvenile Crime Prevention Council Funding Decisions Summary

Program Funded	Reason for Funding (Check all that apply)
Providence Home	☒ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☒ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
GGC-STEP	☒ Meets funding priority ☒ Compatible with research ☒ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
Teen Court	☒ Meets funding priority ☐ Compatible with research ☒ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☒ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
Restitution	☒ Meets funding priority ☐ Compatible with research ☒ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
Coastal A.R.T.	☒ Meets funding priority ☒ Compatible with research ☒ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☐ Addresses parental accountability ☒ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☒ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
	☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
	☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
	☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
	☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
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Juvenile Crime Prevention Council Funding Decisions Summary

	☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available
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	☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other ☐ Would increase funding to this service if funds were available

Program Not Funded	Reason for Not Funding (Check all that apply)
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
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	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other

Brunswick County FY21-22

Funded Program Descriptions

Providence Home

Brunswick County Providence Home is a temporary shelter for youth ages 10-17 which provides group home care and counseling services for a maximum of 90 days for juveniles who, due to an emergency, high-risk or crisis situation cannot remain with their families.

Guiding Good Choices/STEP

Guiding Good Choices (GGC) is a program that provides parents skills to strengthen and clarify family expectations for behavior, enhance the conditions that promote bonding within the family and teach skills that allow children to resist drug use successfully. Systematic Training for Effective Parenting (STEP) is an evidence-based skills training for parents on how to handle misbehavior, discouragement, discipline, and the problems that face every parent-teen relationship.

Teen Court

Teen Court - Diversion Program Teen Court 13th District provides diversion from juvenile court where trained adult and youth volunteers act as court officials to hear complaints. Sentence recommendations are made as appropriate for offenses including community service, restitution, Peer Circle attendance, parenting classes, apology letter, future Teen Court jury duty, no further criminal charges, online drug classes and school attendance/satisfactory performance.

Restitution

This type of program provides opportunities for juveniles to be accountable for their actions to the community and/or victim(s) through performing supervised community service work and/or a monetary payment within the timeline stipulated in the court order, terms under a Teen Court/Peer Court agreement, or diversion contract, through direct supervision of program staff.

Coastal A.R. T

Coastal Aggression Replacement Training is a multi-modal 10-week class for youth who have moderate to serious interpersonal problem behaviors, and who as a result, have chronic suspension, expulsions, truancy, or absences from school, and/or who maintain company with negative or delinquent peers and/or who may need further mental health intervention. This program will also address non-physical aggressive behaviors related to bullying behavior, teasing, and electronic media aggression.

NC DPS
DEPARTMENT OF PUBLIC SAFETY
PREVENT · PROTECT · PREPARE

Juvenile Crime Prevention Council Certification

Fiscal Year: 2021 - 2022

County: **Brunswick**	Date: March 29, 2021

CERTIFICATION STANDARDS

STANDARD #1 - Membership

A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?	Yes
B. Is the membership list attached?	Yes
C. Are members appointed for two-year terms and are those terms staggered?	Yes, Yes
D. Is membership reflective of social-economic and racial diversity of the community?	Yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846?	No

If not, which positions are vacant and why?

Vacant positions include, Police Chief, Member of Faith Community, two members under 21 and Juvenile Defense Attorney. These positions have been difficult to fill due conflicts in schedules.

STANDARD #2 - Organization

A. Does the JCPC have written Bylaws?	Yes
B. Bylaws are ☐ attached or ☒ on file (Select one.)	
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.	Yes
D. Does the JCPC have written policies and procedures for funding and review?	Yes
E. These policies and procedures ☐ attached or ☒ on file. (Select one.)	
F. Does the JCPC have officers and are they elected annually?	Yes

JCPC has: ☒ Chair; ☒ Vice-Chair; ☒ Secretary; ☒ Treasurer.

STANDARD #3 - Meetings

A. JCPC meetings are considered open and public notice of meetings is provided.	Yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings?	Yes
C. Does the JCPC meet bi-monthly at a minimum?	Yes
D. Are minutes taken at all official meetings?	Yes
E. Are minutes distributed prior to or during subsequent meetings?	Yes

STANDARD #4 - Planning

A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process?	Yes
B. Is this Annual Plan presented to the Board of County Commissioners and to DPS?	Yes
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?	Yes

STANDARD #5 - Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (☒ RFP, distribution list, and article attached) — Yes

B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? — Yes

STANDARD #6 – No Overdue Tax Debt

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? — Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

The membership committee continues to look and try new strategies to recruit for vacant positions on the JCPC Board. Advertisements will run in local newspapers and/or social media to generate interest for vacant positions.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to $15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.
The JCPC Certification **must be received by June 30, 2021.**

JCPC Administrative Funds
SOURCES OF REVENUE

DPS JCPC (Only list requested funds for JCPC Administrative Budget.)	$7,500
Local	
Other	
Total	$7,500

John E Manning — March 29, 2021

JCPC Chairperson — Date

Chairman, Board of County Commissioners — Date

DPS Designated Official — Date

Juvenile Crime Prevention Council Certification (cont'd)

Brunwick **County** **FY** 22

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Meredith Lloyd	School Counselor Specialist	☒	W	F
2) Chief of Police or designee	Vacant		☐		
3) Local Sheriff or designee	T.K. Nowell	BCSO 1st Sergeant Impact Unit	☒	W	F
4) District Attorney or designee	Sam Davis	Teen Court Director	☒	W	M
5) Chief Court Counselor or designee	Marsha Rogge	BC Chief Court Counselor Juvenile Serivces	☐	W	F
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	Dena Hamilton	Trillium System of Crae Coordinator	☒	W	F
7) Director DSS or designee	Catherine Lytch	DSS Director	☐	W	F
8) County Manager or designee	Rich Ohmer	Social Work Program Manager	☒	W	M
9) Substance Abuse Professional	Raymond Wood	Substance Abuse Professional	☐	B	M
10) Member of Faith Community	Vacant		☐		
11) County Commissioner	Mike Forte	County Comissioner District 4	☐	W	M
12) Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles	Vacant		☐		
	Vacant		☐		
13) Juvenile Defense Attorney	Vacant		☐		
14) Chief District Judge or designee	Pauline Hankins	District Court Judge	☒	B	F
15) Member of Business Community	Debbie Keener	Samara's Village Program Director	☐	W	F

Juvenile Crime Prevention Council Certification (cont'd)

16) Local Health Director or designee	Allison Campbell	Health Services Health Educator	☒	W	F
17) Rep. United Way/other non-profit	Resea Willis	President, BHO	☐	B	F
18) Representative/Parks and Rec.	Melinda Johnson	Marketing and Community Events Coordinator	☐	W	F
19) County Commissioner appointee	Bonnie Jordan	CIS Director	☐	W	F
20) County Commissioner appointee	Erin Rutkowski	BCS Social Worker	☐	W	F
21) County Commissioner appointee	John Manning	Retired	☐	W	M
22) County Commissioner appointee	Lavar Marlowe	Reverend	☐	B	M
23) County Commissioner appointee	Maxine Elliott	President, Elliott Consulting	☐	W	F
24) County Commissioner appointee	Nicole Smithers	Easterseals UCP Wilmington, Foster Care Prog Coordinator	☐	W	F
25) County Commissioner appointee	Sharon Flucker	BCS Behavior Specialist	☐	W	F

Corrective Action Plan

Brunswick County FY 21-22 JCPC Certification Standards

STANDARD #1-Membership –(NCGA 143B-846)

- The Brunswick County JCPC has several positions as provided by NCGA 143B-846 not filled for FY 20-21. The following positions are not filled at this time which are:

    1. Member of the Faith Community
    2. Police Chief or Designee
    3. Juvenile Defense Attorney
    4. Two persons under the age of 21

Corrective Action: The membership committee is currently looking for new strategies to actively recruit for these vacant positions on the JCPC Board. Advertisements for vacant positions will run in local newspapers and/or social media to generate interest for vacant positions.

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 21-22

Item #	Justification	Expense	In Kind Expense
190	Professional Services Contract for JCPC Coordinator ($375.00 per month X 12 months)	$4,500	
220	Food Expense for meetings and banquet	$750	
260	Office Supplies & Materials	$450	
370	JCPC Advertisement for the Annual JCPC Request for Proposal	$1,800	
TOTAL		**$7,500**	

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII **Program:** JCPC Administration

Fiscal Year: FY 21-22 **Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	**$4,500**		**$4,500**
120 Salaries & Wages			$0
180 Fringe Benefits			$0
190 Professional Services*	$4,500		$4,500
*Contracts MUST be attached			
II. Supplies & Materials	**$1,200**		**$1,200**
210 Household & Cleaning			$0
220 Food & Provisions	$750		$750
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials	$450		$450
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services	**$1,800**		**$1,800**
310 Travel & Transportation			$0
320 Communications			$0
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising	$1,800		$1,800
380 Data Processing			$0
390 Other Services			$0
IV. Fixed Charges & Other Expenses			**$0**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding			$0
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$7,500**		**$7,500**

FY 21-22 Brunswick County JCPC Coordinator Contract for Professional Services

This Contract for Professional Services is entered into by and between Donna Cuneo, *(hereinafter referred to as the Agency)*, and Brunswick County Juvenile Crime Prevention Council, *(hereinafter referred to as the Contractor)*.

The Agency and the Contractor do mutually agree as follows:

1. Term of Agreement. This agreement shall become effective **7/1/2021** and shall terminate **6/30/2022.** This contract may be terminated by either party by providing a thirty-day written notice to the other party.

2. Payment to Contractor. Agency and Contractor agrees upon these rates as reimbursed fees: the services will be delivered at the rate of **$375.00** per **month** (Indicate type of unit service), not to exceed **$4,500.00** for the term of this contract. The Contractor must submit a monthly request for reimbursement to the Agency documenting the actual time worked.

3. Funding. All terms and conditions of this Contract are dependent upon and subject to the allocation of funds for the purpose set forth in this Contract, and this Contract shall automatically terminate if funds cease to be available. The terms of the contract are limited to the availability of the JCPC funds which have been allocated for that purpose.

4. Taxes. The Contractor shall be considered an independent Contractor and as such shall be responsible of all taxes.

5. DPS JCPC Policy and Procedure. The Contractor shall adhere to all DPS JCPC standards, policies, and procedures related to the provision of the program's service type.

6. Responsibilities of Contractor. The Contractor hereby agrees to provide the following services in a manner satisfactory to the Agency, within the stated time frames.

A. Coordination of various organizational duties which included, but are not necessarily limited to the following:

JCPC Monthly & Sub-Committee Meetings/Program Reports

1. Responsible for preparing, distributing/emailing meeting agendas, meeting minutes, program reports and etc. to JCPC board members and to the Area Consultant 7 days prior to the scheduled JCPC meeting.
2. Responsible for preparing, distributing/emailing **sub-committee minutes/notes** to the JCPC sub-committee members and to the Area Consultant at least 7 days after the sub-committee meeting.
3. Responsible for securing adequate meeting facilities for JCPC meetings to include room set-up and set-up with the Cater and/or other food arrangements.

FY 21-22 Brunswick County JCPC Coordinator Contract for Professional Services

4. Responsible for scheduling JCPC meetings times and location via emails/mailing letters at the request of the JCPC Chair and/or Vice-Chair.
5. Responsible for public meeting notice in the local media outlets prior to the meetings or other duties assigned by the JCPC Chair/Vice-Chair.

Subcommittee Duties/Responsibilities

1. Responsible for assisting in facilitating and coordination of the submission and/or development of the JCPC Annual County Plan; JCPC Program Monitoring, Program Agreements; and any other duties according to the NCDPS Division of Adult Correction and Juvenile Justice and JCPC Annual Task Calendar.

B. Responsible for assisting with data collection and data base management of JCPC data
C. Responsible for the coordination of evaluation of JCPC programs with the monitoring committee for JCPC program monitoring and submit reports to NCDPS Area Office.
D. Facilitate new initiatives released by the NCDPS
E. The JCPC Coordinator agrees to return any JCPC equipment that was distributed in order to carryout administrative duties back to the JCPC Chair/Board upon termination of the contract within 7 days of termination of the contract. The JCPC Coordinator understands that failure to return JCPC equipment may result in criminal prosecution.
F. Collaborate with:

   A. The JCPC Chairperson
   B. The regional Area Consultant of the NCDPS
   C. The Chief Court Counselor for the Judicial Court District
   D. Program providers; committee members and other seeking to address improvements and needs in program services

Program Administrator or Authorized Agent Name and Title:	John E. Manning, JCPC Chair		
(Agency)	Brunswick County Juvenile Crime Prevention Council (JCPC)		
Mailing Address:	PO Box 249		
	Boliyia, NC 28422		
Signature:	John E Manning	Date:	3/29/21
Contractor Name:	Donna Cuneo		
(Contractor)			
Mailing Address:	122 NW 22nd Street Oak Island, NC 28465		
Signature:	Donna Cuneo	Date:	4-12-21
Contractor Social Security Number:	on file		

BYLAWS OF
Brunswick County Juvenile Crime Prevention Council

Revised
March 15, 2018

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ARTICLE I
Name and General Purpose

Section 1. Name
Brunswick County Juvenile Crime Prevention Council (JCPC)

Section 2. General Purpose (G.S. 143B-845)
The intent for the Brunswick County Juvenile Crime Prevention Council is to prevent juveniles who are at risk from becoming delinquent juveniles. North Carolina General Statue (143B-845) mandates that the Brunswick County Board of Commissioners appoint a local JCPC. The primary intent of the legislation is to develop community-based alternatives to youth development centers and to provide community-based delinquency, substance abuse, and gang prevention strategies and programs. Additionally, it is the intent of the General Assembly to provide non-institutional dispositional alternatives that will protect the community and the juveniles. These programs and services shall be planned and organized at the community level and developed in partnership with the State.

ARTICLE II
Membership, Terms of Appointment, Vacancies, Removal, JCPC New Member Orientation

Section 1 Membership (G.S. 143B-846)

North Carolina General Statue directs that the JCPC shall consist of not more than 26 members. The Brunswick Board of County Commissioners shall modify the JCPC membership as necessary to ensure that council members reflect the racial and socioeconomic diversity of the community and to minimize potential conflicts of interest by members. The 26 members should include, if possible, the following:

1. The Local school superintendent, or that person's designee;
2. A Chief of Police in the county;
3. The Local Sheriff, or that person's designee;
4. The District Attorney, or that person's designee;
5. The Chief Court Counselor or that person's designee;
6. The Director of area mental health, developmental disabilities, and substance abuse authority, or that person's designee;
7. The Director of the county Department of Social Services, or consolidated human services agency, or that person's designee;
8. The County Manager; or that person's designee;
9. A Substance Abuse Professional;
10. A Member of the Faith Community;
11. A County Commissioner;
12. Two persons under age 18, one of whom is a member of the State Youth Council;
13. A Juvenile Defense Attorney;
14. The Chief District Court Judge; or a judge designated by the chief district court judge;
15. A member of the business community;
16. The local Health Director; or that person's designee;
17. A Representative from the United Way or other nonprofit agency;
18. A Representative of local parks and recreation program;

NOTE: Up to seven members of the public to be appointed by the County Board of Commissioners. The Board of County Commissioners shall modify the Council's membership as necessary to ensure that the Council members reflect the racial and socioeconomic diversity of the community and to minimize potential conflicts of interest by members.

19. Member of Public appointed by County Commissioners
20. Member of Public appointed by County Commissioners
21. Member of Public appointed by County Commissioners
22. Member of Public appointed by County Commissioners
23. Member of Public appointed by County Commissioners
24. Member of Public appointed by County Commissioners
25. Member of Public appointed by County Commissioners

Section 2 Terms of Appointment (G.S. 143B-847)

Members appointed by the Brunswick County Board of Commissioners shall be broadly representative of the County and shall be appointed for a two-year term. Members may be reappointed. One-half of the Council's membership shall assume their positions on even-numbered years while the remaining half shall

assume their positions on the odd-numbered years, thus affording continuity to the functions of the council.

Section 3 Vacancies (G.S. 143B-848)
Appointments to all vacancies shall be for the remainder of the former member's term. Upon vacancies on the Council, the Membership Committee Chair and Membership Committee will make recommendations to the Council for approval of a replacement(s) of the vacant seat(s) for a majority vote by the Council..

Section 4 Removal (G.S. 143B-848)
Members shall only be removed for misfeasance, malfeasance, or nonfeasance as determined by the Board of County Commissioners. A member may also be removed from the Council due to poor meeting attendance and/or lack of participation upon the recommendations from the Membership Committee Chair and Membership Committee for a majority vote of the Council.

1. Poor Meeting Attendance and/or lack of Participation:
   Attendance is expected and required. Council members that have four consecutive meeting absences without written notice, will be recommended by the Membership Committee for removal from the council due to poor attendance. Each council member is to submit in writing via letter or email to the JCPC chair or coordinator their conflict for not attending a monthly meeting. A warning letter will be sent after two missed meetings, and then a final letter will be sent after the fourth absence terminating member to the JCPC.

Section 5 JCPC New Member Orientation
New JCPC member's orientation may be held in August but no later than September with the assistance of the JCPC Area Consultant.

ARTICLE III
Powers and Duties of JCPC

As set forth in NCGS 143B-851 the duties and powers of the Juvenile Crime Prevention Council are as follows:

1. Review annually the needs of juveniles in the county who are at risk of delinquency or who have been adjudicated undisciplined or delinquent and the resources available to address those needs. In particular, each County Council shall assess the needs of juveniles in the county who are at risk or who have been associated with gangs or gang activity, and the local resources that are established to address those needs.

2. Develop and advertise a request for proposals (RFP) process and submit a written plan of action for the expenditures of juvenile sanctions and prevention funds to the Board of County Commissioners for approval. Upon the county's authorization, the plan shall be submit to the Division for final approval and subsequent implementation.

3. Ensure appropriate intermediate dispositional options are available and prioritize funding for dispositions of intermediate and community level sanctions for court adjudicated juveniles.

4. Perform the following functions on an ongoing basis:
   a) Assess the need of juveniles in the community, evaluate the adequacy of resources to meet those needs, and develop or propose ways to address unmet needs.
   b) Evaluate the performance of juvenile services and programs in the community. The Council shall evaluate each funded program as a condition of continued funding.
   c) Increase public awareness of the causes of delinquency and of strategies to reduce the problem.
   d) Develop strategies to intervene and appropriately respond to and treat the needs of juveniles at risk of delinquency through appropriate risk assessment instruments.
   e) Provide funds for services for treatment, counseling, or rehabilitation for juveniles and their families. These services may include court-ordered parenting responsibility classes.
   f) Plan for the establishment of a permanent funding stream for delinquency prevention services
   g) Develop strategies to intervene and appropriately respond to the needs of juveniles who have been associated with gang activity or who are at risk of becoming associated with gang activity.

ARTICLE IV
Elections of Officers

Section 1 Elections of Officers (G.S. 143B-846)
The members of the County Council shall elect annually the chair and vice-chair.

All officers shall be elected by the Council during the meeting held in June of each year. All newly elected officers will begin their term and duties effective on the first day of the new fiscal year. All officers shall hold office for the term of one year, with a maximum of three consecutive terms. Members may be reelected to the Executive Committee after one term off of the committee before being reappointed. Any of the officers may be dismissed at any time during his or her term by a majority vote of the Council.

ARTICLE V
Duties of Office

Section 1 Duties of Office

CHAIR

The Chair shall:

a) Preside at all meetings of the Council;
b) Enforce these Bylaws and see that all orders and resolutions of the JCPC are carried out;
c) Perform all the duties incidental to his or her office, and which are required by law, and generally, to see that the Officers perform their duties;
d) Present at each meeting of the Council a report of the condition of the business of the Council;
e) Cause to be called regular and special meetings of the Council in accordance with these Bylaws;
f) Execute conveyances, contracts and agreements as authorized by the Council;
g) Perform and attend to other duties and functions as may be directed by the Board of Directors.

h) Annually appoint Committee Chairs and membership.
i) Present an annual report to the Board of Commissioners.

VICE-CHAIR

The Vice-Chair shall:

a) Perform the duties of the Chair in the Chair's absence or disability; and
b) Perform such additional duties and functions as may be directed by the Council.

SECRETARY/JCPC COORDINATOR

The Secretary/JCPC Coordinator shall:

a) Record Meeting minutes
b) Assist the Chair with any other duties as requested of the Chair.

ARTICLE VI
Conflict of Interest Policy

Section 1 Conflict of Interest Policy (NCGS 14-234)

A) Each Council member must disclose in writing the existence, nature and extent of any potential or actual conflict of interest using the Conflict of Interest Disclosure Form (DJJDP 13 001c Form) at the beginning of each new fiscal budget year or upon notice of conflict of interest. This form is to be completed and filed with the JCPC Chairperson, the County Finance Officer, and the County Manager as soon as the conflict becomes known. The JCPC Chairperson has the discretion of either calling a meeting regarding the conflict of interest; or the real or perceived conflict shall be conveyed at the next scheduled meeting.

B) Any member of the JCPC who may, through his or her agency, receive funds as a result of a motion before the Council, or may otherwise benefit financially from a motion before the Council, may have a conflict of interest between his or her role with that agency, and as a member of the Council, and may be prohibited from participating in the discussion, the motion, and likewise prohibited from voting on such motion.

C) When such an item is the subject of a motion before the Council, and is opened for discussion, those members of the Council who acknowledge such a conflict of interest shall identify themselves and state their intention to abstain. Such members may be requested to leave the room during the deliberations and vote. If any member or members of the Council have removed themselves as a result of such conflict of interest related to a specific motion, it shall be the responsibility of the Chair to ensure that only such agenda item is discussed and acted upon in that person's absence.

D) In the event a participating member of the Council perceives that a conflict exists with a member of the Council who has not voluntarily identified himself or herself, the Council member may bring such conflict to the attention of the Council and request that individual to abstain and to remove himself. If there is a dispute as to whether or not the circumstances present a conflict of interest, the Chair shall rule on whether or not the Council member in question has an actual conflict of interest and shall be permitted to vote and participate in the deliberations. The Chair shall have the option of ruling that the member whose vote is in dispute shall be entitled to vote

under challenge, such ballot and dispute to be resolved only in the event the challenged ballot is determinative of the outcome of the vote.

ARTICLE VII
Planning Process

Section 1 Planning Process

The JCPC shall work toward the development of a comprehensive continuum of needed services for the juveniles in their community. The JCPC shall conduct and complete its planning process in December and no later than January 31st. The following is part of the planning process:

A) Risk Factor Assessment: The JCPC shall identify and prioritize risk factors that increase the likelihood of delinquency, through the collection and analysis of community data.
B) Resource Assessment: The JCPC shall identify existing resources and gaps in or barriers to needed services as they relate to County risk factors.
C) Needed Services: The JCPC shall identify and prioritize needed services based on risk factors and resource assessments.
D) Strategies and Outcomes: The JCPC shall establish goals for reducing or preventing delinquency and shall develop strategies to achieve desired outcomes.

ARTICLE VIII
Executive Committee, Membership/Nominations Committee, Funding Committee, Monitoring Committee, Community Assessment Committee, By-Law Committee

a) The Executive Committee shall consist of the Chairman, Vice Chairman, past Chairman, and Secretary. The Executive Committee is empowered to act as necessary between meetings of the Council and to facilitate strategic planning and fiscal management issues. Among its duties the committee shall plan for establishment of permanent funding streams for delinquency prevention and prepare budget/fiscal reports to be approved by the Council and forwarded to the Department of Juvenile Justice and Delinquency Prevention.

b) The Membership/Nominating Committee shall consist of a Committee Chair and at least two members appointed by the JCPC Chair and shall seek candidates to fill vacancies and evaluate effectiveness of JCPC composition, develop strategies to ensure JCPC membership is representative of persons able to ensure the JCPC mission and intent, and monitor attendance of membership.

c) The Funding Committee shall consist of at least three members appointed by the Chair and duties include, but not limited to reviewing all programs that applied for Juvenile Crime Prevention Council funds through the advertisement of the Request for Proposal for Funding. Duties also include, but not limited to screening and evaluating program agreements and make recommendations to the council for funding effective programs. The Funding Committee shall conduct meetings in February, March and April and make recommendations to the council at no later than the April monthly meeting. The Committee Chair shall be responsible for arranging committee meetings and notifying agencies applying for Juvenile Crime Prevention Council funds.

d) The Monitoring Committee shall consist of at least three members appointed by the JCPC Chair. The Chair of the Monitoring Committee and Monitoring Committee shall schedule and conduct the Monitoring of JCPC funded programs at least once per fiscal year, before January 31st. The Chair of the Monitoring Committee shall submit a written report to the Council of its monitoring findings of the JCPC Programs and present recommendations to the Council for a majority vote of approval.

e) The Community Assessment Committee shall consist of at least three members appointed by the JCPC Chair. The Chair of the Community Assessment shall conduct meetings with its committee in assisting with collecting and gathering data of documentation of risk factors, documentation of services available to meet prioritized risk factors and assessment in gap issues and barriers to needed services; and documentation of prioritized needed interventions.

f) By-Laws Committee shall consist of at least three members appointed by the JCPC Chair. Duties include reviewing the JCPC By-Laws annually and addressing any needs for changes and to ensure that By-Laws are in compliance to the JCPC Operations Policy of the Department of Juvenile Justice and Delinquency Prevention.

g) Public Relations Committee shall consist of two members appointed by the JCPC Chair. This committee shall be responsible for JCPC promotional publicity in all aspects of the media, i.e. local newspapers, local radio stations, TV, etc. The committee will work with the various other committees of the JCPC and assist and support these committees in the promotion of their activities if requested.

The JCPC may appoint from their members or from among other persons as the Council sees fit, one or more ad hoc or advisory committees at any time. The members of such committees serve at the pleasure of the JCPC and shall advise and aid the Council. Each ad hoc committee is subject to approval of the JCPC, and its prescribed rules and regulations to conduct meetings and business.

ARTICLE IX
Regular Meetings, Special Meetings, Notice of Intentions to Attend, Quorum, Parliamentary Rules, Manner of Acting, Informal Action by Directors, Compliance with State Requirements

Section 1 Regular Meetings

The Council shall meet at least bi-monthly at times and dates designated by the Chair, through a written call of the majority of Council members, or upon resolution of the Council. The annual meeting of

the Council shall be held each year in June or at such other times as the Council may fix, for the purpose of electing directors and officers and for the transaction of other business.

A. Frequency: The Council shall meet at least bi-monthly and more when necessary to work towards JCPC goals and to accomplish JCPC tasks.
B. Open Meetings: As a Council of local county government (public body), the JCPC shall abide by the open meetings statutes (NCGS 143-318.9-18); therefore, public notice of JCPC meetings are required.
C. Confidentiality: As a Council, confidentiality of all juveniles and their families shall be maintained. No juvenile receiving services from the Department shall be identified during a meeting.
D. Record Keeping: The JCPC shall keep accurate minutes, either written or audio recorded, of all public meetings, including any closed sessions and provide copies to the Office of the County Manager.

Section 2 Special Meetings

The times, dates, and places of special meetings of the Council may be set at the call of the Chair, upon written call by the majority of Council members, or upon resolution of the Council. Notice shall be given by the usual means of communication with at least 24 hours' notice prior to a special meeting being called.

Section 3 Quorum

No official business can be conducted unless a quorum is present. A quorum shall be one half of the active membership plus one member. A majority vote of the quorum is required for the passing of a motion. A quorum may be established at any time of meeting. However, for the purposes of accepting the meeting agenda and prior meeting minutes and adjournment, a vote by the majority at the meeting is allowed for such purposes.

Section 4 Parliamentary Rules

All meetings shall be conducted in an open, orderly, and fair manner, and Robert's Rules of Order, as revised, shall apply to all deliberations.

Section 5 Manner of Acting

Except as otherwise provided by Bylaws or law, all matters before Council shall be decided by a majority vote of the members present at a meeting, at which a quorum exists.

Section 6 Compliance with State Requirements

So long as the Council manages/approves funding from the State of North Carolina, it shall conduct its operations, including its meetings, in a manner comparable to Article 33C of Chapter 143 of the North Carolina Statutes (the Open Meeting Law), and Chapter 132 of the North Carolina General Statutes (the Public Records Law). In compliance with the Open Meeting Law this council will give members of the public an opportunity to speak at our public meetings. However, the time allotment will be limited to three minutes per person, not to exceed a total of fifteen minutes. "The North Carolina Open Meetings Law gives "any person" the right to attend an official meeting of a public body, with exceptions for closed sessions discussed below. North Carolina law does not limit access to meetings to a specific category of people or a profession, such as "the traditional press." **Anyone** may attend. The right to attend official meetings does not include a right to comment or participate.

As a matter of practice, however, public bodies may give the public an opportunity to speak at meetings. The presiding officer of a public body may direct a person to leave a meeting if he or she interrupts, disturbs, or disrupts an official meeting. If the person creating a disturbance refuses to leave, the state may charge him or her with a misdemeanor." 143-318.17. Disruptions of official meetings. A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor. (1979, c. 655, s. 1; 1993, c. 539, s. 1028; 1994, Ex. Sess., c. 24, s. 14(c).)

ARTICLE X
Funding Policy

Section 1 Funding Policy

A. The JCPC shall develop and distribute a Request for Proposals (RFP) to solicit applications for funding no later than January 31st. The Request for Proposals shall include the following:
   a. Prioritization of risk factors
   b. Prioritization of needed dispositional options
   c. Application format and location (where it can be obtained)
   d. Application deadline and submission details
   e. Location where additional information and technical assistance can be obtained regarding questions about the RFP.
   f. Total amount of available funds and matching requirements

B. The JCPC Chair shall distribute the Request for Proposals to agencies and shall publish locally, allowing a minimum of 30 days from the first publication to the due date of application.

C. Upon submission of the RFP by the deadline date, the JCPC Chair will forward all applications for funding to the Chair of the Funding Committee.
   a. The Funding Committee Chair will schedule Funding Committee meetings in February and/or March and/or April to evaluate the applications for funding.
   b. The Funding Committee Chair shall contact the agency(s) that submitted applications for funding to attend a Funding Committee meeting to explain and discuss their proposal.
   c. Upon recommendations of the Funding Committee, the Funding Committee Chair shall submit the Funding Committee's recommendations to the JCPC for a majority vote by the Council at the April meeting. The Funding Committee Chair shall notify in writing agencies that have been recommended for funding for the upcoming fiscal year to attend the monthly JCPC meeting to do an oral/written presentations before the Council. The Funding Committee Chair shall submit written notification to those agencies that submitted applications for funding but were not recommended for funding advising them of their not being recommended for funding.
   d. The JCPC Chair after approval by the full Council shall submit a funding proposal for the upcoming fiscal year to the Board of County Commissioners for their approval no later than April 30th.

ARTICLE XI
Appeal Process

If a program representative disagrees with a funding decision they can appeal to the Executive Committee. For the appeal, the Executive Committee shall be composed of the following: Area Consultant, Chairperson, Vice Chairperson, Past Chairperson, and Secretary.

Upon hearing from the appellant if the committee feels there is good reason and/or probable cause the appeal will go before the County Commissioners.

For the appeal process if any member of the Executive Committee is associated with the agency that is appealing, they will be excluded in the decision making

ARTICLE XII
Agents, Representatives and Employees

The Council may appoint such agents, representatives and employees of the Council with such powers and to perform such acts or duties on behalf of the Council, as the Council may deem appropriate and in the best interest of the Corporation.

ARTICLE XIII
Period of Accounting and Reporting

The fiscal year shall begin on July 1 and shall end on June 30 of the next calendar year.

ARTICLE XIV
Amendments

Within the parameters of the NC General Statues which establish and define the JCPC the Council shall have power to make, alter, amend and repeal the Bylaws by affirmative two-thirds vote of the Council then serving, provided that such action is proposed at a regular or special meeting of the Council and adopted at a subsequent regular or special meeting, except as otherwise provided by law. The text of all amendments and charges shall be included in the notice of each such meeting.

ARTICLE XV
JCPC Certification Process

Section 1 JCPC Certification

1. The JCPC shall submit a request for Certification annually. The JCPC Certification (Form JCPC/OP 002) provides verification that the JCPC has completed its legislatively mandated responsibilities including:

    a) Membership: Positions are filed and appointed by the County Commissioners with staggered terms;
    b) By-Laws: The JCPC has current by-laws;
    c) Policies and Procedures: The JCPC has written policies and procedures for funding of programs and conflict of interest;

d) Leadership: The JCPC has a Chair and Vice-Chair at a minimum;
e) Minutes: Meeting minutes are recorded and maintained;
f) Meetings: The JCPC meets at least bi-monthly and a majority of the members is required to conduct business;
g) Planning: The JCPC completes or updates the annual plan and presents it to their County Commissioner;
h) Program Monitoring and/or Evaluation: The JCPC monitors and evaluates all funded programs;
i) Media and Request for Proposals: The JCPC communicates through the media and by written Request for Proposals the availability of funding to all public and private non-profit agencies and interested community members that serve at-risk children and their families.
j) Public Awareness: The JCPC announces meeting in advance to the public and makes the community aware of the results of the planning process;
k) Risk Factor Assessment: The JCPC documents prioritization of risk factors;
l) Comprehensive Strategy Assessment: The JCPC documents services available to meet prioritized risk factors and an assessment of gaps issues and barriers to needed services;
m) Needed Interventions: The JCPC documents the prioritized, needed interventions;
n) Outcomes and Strategies: The JCPC reviews juvenile justice data and develops specific outcomes and strategies for implementation;
o) Funding: The JCPC Annual Plan includes the Funding Plan and descriptions of funded and non-funded programs.

2. To apply for certification, each JCPC shall complete an Application for Certification, which is available to through the Department of Juvenile Justice and Delinquency Prevention.

3. The completed Application for Certification shall be signed by the Council's Chairperson, and the Chairperson of the Board of County Commissioners or County Finance Manager and forwarded to the Department no later than June 30 of each year.

Brunswick County Juvenile Crime Prevention Council
August 20, 2020 Meeting Minutes

Due to Covid-19 restrictions, the meeting was held thru WebEx

I. **CALL TO ORDER:**

Meeting called to order by John Manning. There were 16 voting members present at the meeting. Quorum was met. Members excused from the meeting are Catherine Lytch.

II. **PUBLIC COMMENT:**

There were no comments.

III. **APPROVAL OF MINUTES:**

Meredith Lloyd made a motion to approve the June minutes as written. Sharon Flucker seconded the motion. The motion passed unanimously.

IV. **PROGRAM REPORTS**

1. **Teen Court:**
   Sam Davis reported that for the month of June Teen Court had a beginning count of 18 and 10 admissions. He had a discussion with Lance Britt on the kids that had not been to Teen Court. Sam came up with a contract between Teen Court, the parent and the defendant with basic minimum sanctions for their crime. It would be the same as attending court. It has worked well. There have been 5 signed contracts. It makes the parent more involved because they realize if the contract is not completed, they will have to sit down with Sam and Marsha Rogge to discuss repercussions. This can be done without the kids going to the courthouse which they cannot do at this time.
2. **Providence Home:**
   No report.
3. **Restitution:**
   Lois Jackson reported that in June Restitution had no programs. They are working on protocol to finish community service using Zoom. They have ordered equipment to help with this project. They met with Probation to review Restitution's plans for completing community service. They are waiting to hear back from Probation. They completed 7 kids successfully thru Teen Court.
4. **GGC & STEP:**
   Erin Ditta reported that in June GGC had a beginning count of 3, 0 admissions, 0 completions for an ending count of 3. YTD 20 served out of their 24 proposal. In July, GGC had a beginning count of 3, 0 admissions, 0 completions, set to serve 36 this fiscal year. They are doing wellness checks for the parent program outside of the normal class time that includes resources for stress management, mental and emotional health; a workbook on stress management that includes written exercises, deep breathing exercises, and physical exercises; guidelines for proper rest, nutrition and relationship support; alternate housing resources. Parents have appreciated being able to do the program from home.
5. **Coastal ART:**
   Jeremy Seamon reported their numbers haven't changed due to school being out. They will hold off the first 4 weeks since the schools will be virtual. They do give some time in the fall semesters to get referrals. They usually have full groups of 10, but they are not sure if there is a split schedule or virtual learning if they can do groups of 10. They will get creative in the next 6 – 9 weeks.

V. COMMITTEE REPORTS:

1. **Membership:**
   Meredith Lloyd welcomed new member Rev. Lavar Marlow who is a County Commissioner Appointee. Mr. Marlow lives in Carolina Shores and has a bachelor's degree in political science and history. He also went to divinity school at Campbell. Mr. Marlow is excited to join the Board and looks forward to serving. Meredith also said she had an applicant for the Business Member position but the applicant works for a non-profit. The council needs to determine if they will accept non-profit as part of the business community. This person has been on JCPC before but in a different role. A motion by Marsha Rogge was made to accept a non-profit as a business. The motion was seconded by Sharon Flucker. A vote was taken by Regina Bennett by a roll call vote. The vote was unanimous to accept a non-profit as a business. This person's name will be submitted to the County Commissioners for their approval to accept this person.
2. **Bylaws:**
   Melinda Johnson reported that Marsha has joined the Funding Committee. We need members for the Bylaws Committee.

VI. TREASURER'S REPORT:

Regina Bennett advised that to date $400 has been spent with a remaining balance of $7100.

VII. UPDATES FROM DJJ:

Marsha Rogge reported that DJJ met with the SROs and Sam of Teen Court presented to the SROs. They strongly support Teen Court. Schools will make direct referrals as appropriate. Numbers continue to be low. The met with Restitution and they now have monthly case meetings with Restitution. They have talked to the kids about doing things on their own.

VIII. UPDATES FROM TRILLIUM:

Dena Hamilton reported that the network department has a new team called Community Crisis in Disaster Response. They are working within each county to ensure communities are prepared in the event of a natural disaster, public health emergencies and behavioral health crises. They have devoted a page on the website regarding this. The website is trilliumhealth resources.org. The page has a lot of information regarding hurricane prep and recover. Please go look at the webpage.

IX. UPDATES FROM TRI-COUNTY:

No Report.

X. COMMENTS FROM CHAIR:

John Manning thanked everyone for joining the meeting. He is glad the members are not affected by the virus. Thanks to Erin Ditta for setting up the Webex. John advised everyone to complete their Conflict of Interest forms.

XI. COMMENTS FROM CONSULTANT:

Lance Britt reported that some JCPCs are taking admin funds to get a Webex account. All programs have submitted their final accounting. They are in the process of reviewing. If there are any changes outside the normal program agreements, send to Lance and the JCPC. There will be budget revisions. The measurable objectives are due and need to be placed on the September agenda for programs to report. We can see what impact COVID had and may help us better project what we need to do this year. New member orientation will be done by Webex to review basic JCPC, calendars, understanding how it works. Lance will let us know the proposed date of the new member orientations. This is open to all members. The Conflict of Interest forms need to be held until they are all completed. The county needs to have a copy. New legislation House Bill 593 was signed into law. There are a lot of changes to the JCPC. There are level II or alternative programs funded by the department. Those funds do not go thru JCPC. Those are kids that have elevated crimes. They can serve kids they were not able to serve before. The Chief of Police now has

a designee. The Director of the Local Mental Health is now Director of the LME/MCO or their designee. The two persons under the age of 18 has been changed to two persons under the age of 21 or one person under 21 and one member of the public representing the interest of families of at-risk juveniles. That can be a family member who has had a child in the juvenile system or an advocate. That will be a council decision. The current policy states meetings are to be held every other month. That has changed to at least 6 times a year. JCPC will go to a two-year funding cycle. That will not change annual monitoring requirements or annual final accounting. For programs that have been previously funded at least one year, the council could decide to have a two-year funding cycle. That was effective July 1, 2020. The membership is effective December 1, 2020. They By-Laws will need to be updated to include these changes. As Lance receives more information, he will be sharing with the JCPCs.

XII. ADJOURN:

Motion was made by Meredith Lloyd and seconded by Sharon Flucker to adjourn. The motion passed unanimously.

Next JCPC meeting is September 17 at 1:00 p.m. We will meet thru a WebEx meeting.

Brunswick County Juvenile Crime Prevention Council
September 17, 2020 Meeting Minutes

Due to Covid-19 restrictions, the meeting was held thru WebEx

I. **CALL TO ORDER:**

Meeting called to order by John Manning. There were 15 voting members present at the meeting. Quorum was met. Members excused from the meeting are Mike Forte and Bonnie Jordan.

II. **PUBLIC COMMENT:**

There were no comments.

III. **APPROVAL OF MINUTES:**

Meredith Lloyd made a motion to approve the August minutes as written. Sharon Flucker seconded the motion. The motion passed unanimously.

IV. **PROGRAM REPORTS**

1. **Teen Court:**

Sam Davis reported that for the month of August Teen Court had a beginning count of 8, 3 admissions, and 3 completions for an ending count of 8. YTD: 21served and 13 completed. The Measurable Objectives FY 19-20: Estimated served was 70 and the actual served was 58; Clients will have no new adjudications for a complaint with an offense date after the admission date, goal was 90% and the actual was 100%; Clients will have no new complaints with an offense date after the admission date, goal was 90% and the actual was 100%; Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation, goal was 90% and the actual was 87.5%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 90% and the actual was 87.5%. With school starting back next week, maybe they will get some referrals.

2. **Providence Home:**

Warren Mortley reported that for the month of August, they had no admissions. They have been finishing needed repairs. They need better internet for the kids for school. The Measurable Objectives FY 19-20: Estimated served was 20 and actual served was 15; Clients will participate in shelter care activities as indicated by the service plan, goal was 90% and actual was 100%; Parents/legal guardians will participate with service planning as required by licensure, goal was 90% and actual was 100%; Clients will receive crisis interventions/strategies as intended by the program design/service plan, goal was 100% and actual was 100%; Clients will receive short term care with transition planning, goal was 100% and actual was 100%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 80% and actual was 93.33%.

3. **Restitution:**

Lois Jackson reported that in August Restitution had 0 admissions, 8 terminations. The Measurable Objectives FY 19-20: Estimated served was 150 and actual served was 23; Clients will complete restitution or community service within the timeframe permitted by JCPC policy, goal was 85% and actual was 100%; Clients will have no new complaints with an offense date after the admission date, goal was 85% and the actual was 100%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 85% and actual was 100%; Clients will have

no new adjudications for a complaint with an offense date after the admission date, goal was 90% and actual was 100%; Clients will demonstrate accountability by actively participating in restitution/community service activities, goal was 95% and actual was 100%.

4. **GGC & STEP:**

Erin Ditta reported that in August GGC had a beginning count of 1, 2 admissions, 1 completion for an ending count of 2. They will finish the virtual program on September 22. The next virtual program will start on October 26. John is continuing to do wellness checks with the families. The Measurable Objectives FY 19-20: Estimated served was 24 and the actual served was 20; Clients and families will demonstrate enhanced family functioning as a result of program services, goal was 70% and actual was 100%; Clients will demonstrate improvement in targeted skills identified in the individual service plan, goal was 70% and actual was 100%; Clients will have no new adjudications for a complaint with an offense date after the admission date, goal was 70% and actual was 100%; Clients will have no new complaints with an offense date after the admission date, goal was 70% and actual was 100%; Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan, goal was 70% and actual was 100%; Parents and/or families will actively participate in skill building activities as intended by the program design/service plan, goal was 70% and actual was 100%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 70% and actual was 88.24%.

5. **Coastal ART:**

Kristina Clemmons reported their program normally doesn't start until the end of September but will be delayed getting started this year due to the AB schedule at school. They will start at Cedar Grove the 2nd week of October and the majority of the kids will come thru in the spring. They are planning an in-person group at Cedar Grove. There may be one group for the A day and one group for the B day. The Measurable Objectives FY 19-20: Estimated served was 48 and actual served was 34; Clients will have no new adjudications for a complaint with an offense date after the admission date, goal was 90% and actual was 100%; Clients will have no new complaints with an offense date after the admission date, goal was 85% and actual was 97.06%; Clients will demonstrate improvement in targeted skills identified in the individual service plan, goal was 80% and actual was 82.35%; Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan, goal was 90% and actual was 82.35%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 90% and actual was 79.41%.

V. COMMITTEE REPORTS:

1. **Membership:**

Meredith Lloyd reported that Debbie Keener was approved by the County Commissioners to be the Business representative. She has been on the Committee before. The available positions open are the youth positions, a member of the Faith Community and a Juvenile Defense Attorney.

2. **Bylaws:**

Melinda Johnson reported that Marsha has joined the Funding Committee. We need members for the Bylaws Committee.

VI. TREASURER'S REPORT:

Regina Bennett advised that as of September 15, $800 has been spent with a remaining balance of $6700.

VII. UPDATES FROM DJJ:

No report.

VIII. UPDATES FROM TRILLIUM:

Dena Hamilton reported that a new RFP had been sent out. Trillium launched a request for proposal to select Co-Responders to provide diversion and access to treatment. Behavior Health Specialists will assist Law Enforcement, DSS, and DJJ in responding to calls that involve situations that involve mental health, addiction, or intellectual/developmental disabilities. This is a pilot project that will support future development of more rapid access to treatment and improvements in service delivery. The RFP was posted on their website and promoted starting on September 10 and the deadline for submission is December 15.

This effort will help the individuals get the help they need more quickly and reduce strain on Law Enforcement Agencies, DSS, and Juvenile Justice districts while also helping to strengthen the communication between these agencies with the providers of treatment and support service within their communities. Trillium will select a contract for the service with a Behavioral Health or Intellectual Developmental Disability provider that is qualified to meet the needs of the populations. The selected providers will embed a Behavioral Health/IDD professional within these agencies to better link children and adults with identified diagnosis to appropriate services. The Behavioral Health/IDD embedded Co-Responders would be dispatched along with agencies, staff or Law Enforcement Officers on crisis calls. The Behavioral Health/IDD provider will be equipped to offer rapid access, support and stabilization and will provide referral info for the individual including follow up care. The full RFP is posted with all requirements on the website at www.trilliumhealthresources.org. There will be a Q&A on the website.

IX. UPDATES FROM TRI-COUNTY:

No Report.

X. COMMENTS FROM CHAIR:

John Manning thanked everyone for joining the meeting. He hopes to be back in person in October.

XI. COMMENTS FROM CONSULTANT:

Lance Britt reported that the final accounting is complete for all programs. Thanks to the programs for the timeliness. Any amounts will be sent to the County and the programs soon. Remember that the legislative changes will affect several committees. There is a possibility of doing funding every other year for some programs. There is a possibility of doing Risk & Needs every other year. In regard to the youth members, as of December 1 it can be two youth up to the age of 21 instead of 18 or the JCPC can choose to have one youth and one family advocate. That will be a JCPC decision to make. Lance encourages to go ahead and have the By-Laws committee to meet. Because of all the changes, it will be good to make sure the By-Laws represent what the upcoming legislation changes are and make sure there is nothing else to consider. The Committee may want to consider a passage about electronic meetings and the ability to do that if needed. There are some other JCPCs in the state that has already added this. Lance can get the verbiage if needed. In the upcoming months, Lance will be contacting programs about SPEP scores and quality of service. He plants on presenting the Risk & Needs in November so it may be good for the Assessment Committee do their presentation in the same month. He appreciates everyone pushing thru the challenges. Reach out to him if he can help in any way. Melinda has started updating the By-Laws in her spare time.

XII. ADJOURN:

Motion was made by Nicole Smithers and seconded by Meredith Lloyd to adjourn. The motion passed unanimously.

Next JCPC meeting is October 16 at 1:00 p.m. We will meet thru a WebEx meeting.

Brunswick County Juvenile Crime Prevention Council
October 15, 2020 Meeting Minutes

Due to Covid-19 restrictions, the meeting was held thru WebEx

I. **CALL TO ORDER:**
Meeting called to order by John Manning. There were 19 voting members present at the meeting. Quorum was met. Members excused from the meeting are Lance Britt.

II. **PUBLIC COMMENT:**
There were no comments.

III. **APPROVAL OF MINUTES:**
Meredith Lloyd made a motion to approve the September minutes as written. Catherine Lytch seconded the motion. The motion passed unanimously.

IV. **PROGRAM REPORTS**

1. **Teen Court:**
Sam Davis reported that for the month of September Teen Court had a beginning count of 8, 1 admission, 5 completions, 0 terminations for an ending count of 4. YTD: 22. Teen Court will start adult jury trials in November. Currently recruiting kids and have 4 wanting to volunteer.
2. **Providence Home:**
Warren Mortley reported that for the month of September Providence Home had a beginning court of 0, 3 admissions, 1 completion and an ending count of 2.
3. **Restitution:**
Lois Jackson reported that in September Restitution had a beginning count of 15, 0 admissions, 7 completions, 1 termination, for an ending count of 7. Their program is back up and running. They are now meeting on Saturdays.
4. **GGC & STEP:**
Erin Ditta reported that in September GGC had a beginning count of 2, 0 admissions, 0 completions for an ending count of 2. They are doing follow up calls with parents to provide additional resources they may need. A new program started on October 6 with DSS helping to get clients.
5. **Coastal ART:**
No report.

V. **COMMITTEE REPORTS:**
Erin Rutkowski reported during quarantine social workers met regarding truancy. They wanted to be able to address the needs with court intervention after truancy court. They have developed an intervention plan that may work with DSS and DJJ.

VI. **TREASURER'S REPORT:**
Regina Bennett advised that as of October 15, $1,324.67 has been spent with a remaining balance of $6300.33.

VII. **UPDATES FROM DJJ:**

Marsha Rogge reported that they were getting a steady number of referrals.

VIII. UPDATES FROM TRILLIUM:

Dena Hamilton reported that Trillium Health has earned a one-year accreditation from the National Committee for Quality Assurance (NCQA) for Managed Behavioral Healthcare Organization (MBHO). This is the first time Trillium has received an accreditation from NCQA.

IX. UPDATES FROM TRI-COUNTY:

No Report.

X. COMMENTS FROM CHAIR:

John Manning thanked everyone for joining the meeting and hope everyone continues with good health.

XI. COMMENTS FROM CONSULTANT:

Lance Britt was unable to attend but asked that Regina Bennett read the following during the meeting: "I will not be able to attend today due to a mandatory training I have to attend. There are no immediate needs to be addressed, just wanted to put out a few bits of info. Some may be repetitive, but it still applies.

1. I will be reaching out to each program about SPEP scores and Quality of Service Scores. I should have them out to you by the end of October.
2. I will be presenting the Risks and Needs to the council during the month of November. As you know, our new legislation mandates this every OTHER year. Thus, this will be our presentation for the FY 20 – 22 period of time. Assessment committees should also be meeting to determine other areas that should be explored to determine what needs our county has. The assessment committee can choose to provide their information next month along with me or to wait until December. Either is fine with me so long as we have these presented before the holiday season. We need to know our funding priorities before we can present our RFP for the next funding cycle, which is typically done in January.

The COVID Operational form is due to the JCPC and consultant by October 31. If you have not submitted, please do so by that time. This is basically a way for you to show what measures you have taken to continue to operate and what restrictions or changes have been experienced."

XII. ADJOURN:

Motion was made by Mike Forte and seconded by Erin Rutkowski to adjourn. The motion passed unanimously.

Next JCPC meeting is November 19 at 1:00 p.m. We will meet thru a WebEx meeting.

Brunswick County Juvenile Crime Prevention Council
November 19, 2020 Meeting Minutes

Due to Covid-19 restrictions, the meeting was held thru WebEx

I. **CALL TO ORDER:**

Meeting called to order by John Manning. There were 18 voting members present at the meeting. Quorum was met. Members excused from the meeting are Resea Willis, Rich Ohmer, Bonnie Jordan.

II. **PUBLIC COMMENT:**

T.K.Nowell reported that the Juvenile Detention Center is now open one person in there now. Sharon Flucker reported that North Carolina has a state committee set up for mental health in schools (awareness in the schools) Dates will be sent out when available for the committee meetings.

III. **APPROVAL OF MINUTES:**

Sharon Flucker made a motion to approve the October minutes as written. Nicole Smithers seconded the motion. The motion passed unanimously.

IV. **PROGRAM REPORTS**

1. **Teen Court:**
   Sam Davis reported that for the month of October beginning count was 4, 2 successful completions, one terminated referred to FRO and DSS involved. Ending count is 1. Had 3 hours of resiliency training and two counselors last week went through on line conflict resolution class with BCC. Met with DA to discuss high schools ISS. Pilot program with superintendent and one principle for in-school suspension started to complete and volunteer for community service and be on the jury for teen court. Meetings with other principles with be started next week to get these programs started.
2. **Providence Home:**
   Warren Mortley reported that for the month of October Providence Home had a beginning count of 2 ladies, attended school remotely and ended the month with zero.
3. **Restitution:**
   Lois Jackson reported that in October Restitution had a beginning count of 7, 1 admission, 3 completions, for an ending count of 5. Their program is back up and running. They are now open on Saturdays but not enough participants.
4. **GGC & STEP:**
   Erin Ditta reported that in October GGC had a beginning count of 2, 3 admissions, 2 successful completions for an ending count of 3. Three new families starting a parenting program using WebEx and they like the virtual accessibility to the meetings. Step plan program back, after falling short on some spec hours. Twelve hours a week program and a family day. Meeting with families individually to get spec hours in. Budget adjustment will be made after talking with Lance and the board. Referrals from sheriffs department received.
5. **Coastal ART: No report**

V. **COMMITTEE REPORTS:** No marketing report. New JCPC Coordinator introduced, Donna Cuneo.

VI. **TREASURER'S REPORT:**
Regina Bennett advised that as of November 15, $2,179.67 has been spent with a remaining balance of $5,445.33.

VII. **UPDATES FROM DJJ:**
Marsha Rogge reported that still working on hiring staff for Brunswick office. Numbers remaining steady, more felonies from the community.

VIII. **UPDATES FROM TRILLIUM:**
Dena Hamilton reported that the NC Dept. HHS issued RSA for the Taylor plans and Trillium is getting application filled out due on February 2. NCDHHS.gov website has more information. Multi-systemic therapy for sexual behavior services available in Brunswick county. Information will be sent out for referral and contacts. Community and evidence based services.

IX. **UPDATES FROM TRI-COUNTY:**
Suggested by Meredith Lloyd to remove this from the agenda because meetings have changed.

X. **COMMENTS FROM CHAIR:**
John Manning reminding all that we will not have a December meeting due to the holidays. Welcome new Coordinator. A pleasant and happy thanksgiving next week, and December holiday wishes. Hopefully meeting in person in January.

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XI. **COMMENTS FROM CONSULTANT:**
Lance Britt: due to a technical issue I am not able to get on WebEx for my Risk and Needs presentation, therefore, it will be a very important January meeting, please plan to attend. We will be going over risk and needs as required by statute. Good news, with updated legislation, we will go over this every other year instead of annually. Also, I be providing a RFP template for the upcoming year. You will have full opportunity to amend however the council thinks necessary. It will be the first year of the new funding legislation that the committee will determine what program will be eligible for a two- year funding cycle. As of January 1, the court councils will not longer be doing the risk and needs assessment. They will be doing a YASI that is a different assessment with still a need for a risk assessment. Online training will be provided, more information to come. Reminder for the monitoring committee, by policy, at the end of January programs need to be monitored re: pandemic and safety. A meeting will be needed to be scheduled to discuss this before this time to proceed. This will be a council and committee/programs decision.

XII. **ADJOURN:**
Motion was made by Mike Forte and seconded by Susan Flucker to adjourn. The motion passed unanimously.

Next JCPC meeting is January 21, 2021 at 1:00 p.m. Location to be determined.

Brunswick County Juvenile Crime Prevention Council
January 21, 2021, Meeting Minutes

Due to Covid-19 restrictions, the meeting was held thru Web Ex

I. **CALL TO ORDER:**

Meeting called to order by John Manning. There were 16 voting members present at the meeting. Quorum was met. Members excused from the meeting are Mike Forte, Lisa Sellers, Debbie Keener.

II. **PUBLIC COMMENT:**

Meredith Lloyd with a membership comment regarding needing a new designee for Judge Ussery's department. Judge Hankins is interested per Marsha.

III. **APPROVAL OF MINUTES:**

Meredith Lloyd made a motion to approve the November minutes as written. Sharon Flucker seconded the motion. The motion passed unanimously.

IV. **PROGRAM REPORTS for November and December**

1. **Teen Court:**
   Had one in November and one in December who completed the program. Waiting to pick up due to virtual reporting. Setting up a meeting with the college. Teen Court Assn. President for NC has resigned and Sam Davis has been nominated. Also, wanted to commend his volunteer, Mr. McManus for all he has done for Teen Court for the past 8 years. Since he is relocating out of state, some type of formal recognition would be appreciated.
2. **Providence Home:**
   Warren Mortley reported having sent their corrected reports. Started with one child and admitted six, four males and two females, majority from DSS. Biggest challenge is the on-line schooling monitoring. Discharged 4 and ended month with 3 for December. Met all measurable objectives and moving along.
3. **Restitution:**
   Lois Jackson reported that Restitution is back up and running. Bob Breen, our off-site coordinator, has worked two Saturdays at the food pantry. The teens were not from Shallotte, one of the teens he worked with was from Holden Beach and the other one was from Navassa. We still have 5 and one completed that will show on next month's report. No on- site events due to no participants.
4. **GGC & STEP:**
   Erin Ditta reported that in November and December beginning count of 3, no admissions or terminations in November Successful completion of the 3 in December. Currently have a zero count of clients. Setting up next class with 8 being referred. Family Day held on December 5 at Lockwood Folly Park and had a good attendance for a great day.
5. **Coastal ART:** Kristina Clemmons reported did not start up anything in November or December starting up at Cedar Grove.

V. **COMMITTEE REPORTS:**

Risk and Needs - Sharon Flucker reported they did not meet in person due to Covid. Committee agreed what to put out on the RFP, the list is the same as last year, which Lance is going to go over in detail. Monitoring report by Melinda Johnson – Thanks to all who participated yesterday at the Monitoring meeting and we will be putting together the packet and present to the board at next month's meeting. After which it will be sent to the state.

Funding by Maxine Elliott – We are not going to do the two-year funding cycle and remain in the one-year cycle. Lots of unknowns right now. We will meet in person in early March. Will be sending out emails as to where and when this will occur.

VI. **TREASURER'S REPORT:**

Donna Cuneo reported that to date, the Admin fund has expended $2,922., leaving a balance of $4,578.

VII. **UPDATES FROM DJJ:**

Marsha Rogge reported that not much has changed since last month and will be fully staffed in Brunswick as of Monday. Two court counselors performing intake duty and two carrying a caseload. Numbers still remain low due to school being out, and no school resource officer referrals. More serious crimes coming through the doors, but they are fewer in number.

VIII. **UPDATES FROM TRILLIUM:**

Dena Hamilton reports that they have been focusing on Medicaid transformation and working on an application to become a tailored plan, due to DDHS on February 2. The standard plans are scheduled to launch on July 1, 2021 and tailored plans will launch on July 1, 2022. Email sent out yesterday containing a link to our most recent community newsletter for anyone interested in the happenings along with a link for Medicaid transformation. Also, our homepage has a lot of information about Medicaid transformation. That website is trilliumhealthresources.org. Lauren Swain added an update to encourage the utilization of respite services. The respite benefit increased to 30 hours a week for children with behavioral health needs covering a virtual school day and breaks due to Covid. Which promotes a break for the family and the youth to support the family.

IX. **UPDATES FROM TRI-COUNTY:**

No updates.

X. **COMMENTS FROM CHAIR:**

John Manning wanted to thank all who signed in today and stay involved by letting everyone know what's going on. Hoping all are in good health and hoping we can meet again in person soon. Please send any questions or concerns to Donna Cuneo by email and we will get back to you.

XI. **COMMENTS FROM CONSULTANT:**

Lance Britt reminded the council that they will need to approve the RFP and Risk and Needs. Lance shared an excel spreadsheet to show the percentage of kids at risk levels (county/state) to the council. Risks at low levels and serious offenders, with majority of kids being in the middle. The percentages showed substance abuse, referrals to court, school discipline, peer group, parental supervision, prior runaways and prior assaults. Overall needs include peer support/association, academic function, mental health needs, school behavior, alcohol and/or substance abuse in the family, family criminality, domestic discord, victimization, juvenile parental status, problem sexual behavior, living arrangements, parental/guardian disability, health and hygiene issues. Looking at intake and short term vs. long term suspensions.

Delinquency prevention for youth at risk/court supervision/intervention/graduated sanctions. The kids coming to JCPC have no previous DJJ involvement. The largest percentage is coming from the front end of the system.

RFP – FY 2021-22 presentation: Brunswick county anticipated annual allocation is $242,486. for a one or two-year funding. The local match rate for JCPC funds is 20%, July 1, 2021. Funding committee is recommending a one year funding this year. The needs assessment is due to elevated risk and needs and protective factors. This must be submitted in the NC Allies system to be accepted. The link is found on the DPS website. There is a February 10 workshop for grant writing, contact Lance to get registered. There is also a 30-day deadline from date of advertising. Next month before the funding meeting have Measurable Objectives, program reports, etc., on the agenda to help funding and needs as well as where we are with the pandemic. Melinda remarked that advertising will be done next week and go to March 3.

We have a quorum for the RFP and Risk and Needs findings vote: Bonnie and Sam will recuse themselves from the vote. Motion to approve by Catherine Lytch, seconded by Erin Rutkowski, unanimous vote, all in favor.

XII. ADJOURN:

Motion was made by Sharon Flucker and seconded by Catherine Lytch to adjourn. The motion passed unanimously.

Next WebEx JCPC meeting is February 18, 2021, at 1:00 p.m.

Brunswick County Juvenile Crime Prevention Council
February 18, 2021, Meeting Minutes

Due to Covid-19 restrictions, the meeting was held thru WebEx

I. **CALL TO ORDER:**
Meeting called to order by John Manning. There were 19 voting members present at the meeting. Quorum was met. Members excused from the meeting - Debbie Keener.

II. **PUBLIC COMMENT:**
None

III. **APPROVAL OF MINUTES:**
Meredith Lloyd made a motion to approve the January minutes as written. Sharon Flucker seconded the motion. The motion passed unanimously.

IV. **PROGRAM REPORTS for January 2021**

1. **Teen Court:**
Sam Davis reported last month zero defendants and zero referrals. Contacting SRO to know we are operational during Covid. Working with the district attorney in the resiliency program. Monitoring last month went well.

2. **Providence Home:**
Warren Mortley reported for the month of January that we began with three residents, admitted two, discharged 4 and ended with one. Two admissions were two young ladies, one 14 years old, second sent to Providence Home due to improper care at home.

3. **Restitution:**
Lois Jackson reported that Restitution for the month of January beginning count was three, five intakes, which brought us up to eight. They had three completions which brought us back and now at five. Back up and going. In the process of hiring an assistant.

4. **GGC & STEP:**
Erin Ditta reported a beginning count of zero, admitted count of two, ending count of two. Six families currently referred and are participating in the program. Paperwork is behind due to Covid. Wellness discussions are being completed to meet parameters and are experiencing low referrals due to Covid. Next program scheduled to start on March 9. Program will continue virtually. Requesting a vote to approve budget (salary) revision. Motion to approve budget revision made by Sharon Flucker, seconded by Marsha Rogge, no objections.

5. **Coastal ART:** Kristina Clemmons report by Erin Ditta – Five kids started in January and another group is starting next week.

V. COMMITTEE REPORTS:

Monitoring report by Melinda Johnson – All Monitoring reports have been completed and sent out. Full report can be sent upon request. Motion to approve reports by Mike Forte, seconded by Meredith Lloyd, all in favor, motion passed.

Funding by Maxine Elliott – Pre-funding meeting with the committee will be on March 10 and meeting with the programs on March 11. We will be meeting in person, socially distanced at the Cooperative Extension training room on March 11. An email will be sent out with the schedule.

Membership report by Meredith Lloyd – Asking for approval of Judge Ussery's recommendation that Judge Hankins, the new juvenile judge, be submitted as his designee. Lisa Sellers has been attending, Judge Hankins asked to be added to email list and will be able to attend in the Spring. Need a motion for Judge Hankins to be admitted as a designee for Judge Ussery. Motion to approve by Sharon Flucker and second by Mike Forte. Motion passed. Conversation regarding a new Chief with Mike Forte, T.K. Nowell and Lance Britt.

VI. TREASURER'S REPORT:

Donna Cuneo reported that to date, the Admin fund has expended $3,379.32 leaving a balance of $4,120.68.

VII. UPDATES FROM DJJ:

Marsha Rogge reported nothing new since last month. Fully staffed, and numbers remain low due to school.

VIII. UPDATES FROM TRILLIUM:

Dena Hamilton reports that they have been focusing on Medicaid transformation. Application was turned in for the tailored plan. Go Live date for the tailoreds plan is July 1, 2022. The standard plans are getting ready to launch, with a soft launch on March 1 – March 15. Open enrollment starts on March 15, statewide. Multiple enrollment opportunities will be offered. Go to DHHS website for more information.

IX. COMMENTS FROM CHAIR:

John Manning thanked everyone today for participation. Respond to Christina if you will be attending the funding meetings on March 10 and March 11. Stay safe.

XI. COMMENTS FROM CONSULTANT:

Lance Britt spoke about Monitoring results, Funding deadlines, Non-Profits to add their supplements and upload before the deadline with notary involvement. RFP deadline is March 3. Third quarter accounting and budget adjustments are coming up for the programs. Residual funds deadline question from Christina. The date is not before the third quarter accounting is due per Lance.

XII. ADJOURN:

Motion to adjourn was made by Mike Forte and seconded by Meredith Lloyd. The motion passed unanimously.

Next WebEx JCPC meeting is March 18, 2021, at 1:00 p.m.

Brunswick County Juvenile Crime Prevention Council
March 18, 2021, Meeting Minutes

Due to Covid-19 restrictions, the meeting was held thru WebEx

I. **CALL TO ORDER:**
Meeting called to order by John Manning. There were 12 voting members present at the meeting. Quorum was met. Members excused from the meeting - Debbie Keener, Mike Forte, Allison Campbell, Pauline Hankins, Sam Davis, Melinda Johnson, Erin Rutkowski, Sharon Flucker.

II. **PUBLIC COMMENT:**
None

III. **APPROVAL OF MINUTES:**
Meredith Lloyd made a motion to approve the February minutes as written. Dena Hamilton seconded the motion. The motion passed unanimously. Motion to approve January minutes correction as read by Marsha Rogge, seconded by Nicole Smithers, passing unanimously.

IV. **PROGRAM REPORTS for February 2021**

1. **Teen Court:**
Bonnie Jordan reported they started with a beginning count of zero and had no new admissions, completions or terminations. Ending count of zero. Year to date served 4 defendants. New component added called the College Readiness Program partnering with Brunswick Community College by Sam Davis. Also, he is keeping in touch with the schools SRO's.

2. **Providence Home:**
Warren Mortley reported for the month of February they started with one resident who had been there for 44 days. No admissions. No runaways or truancy with improving grades in school.

3. **Restitution:**
Lois Jackson reported that they started out with five and had three that completed. In process of interviewing for position of Assistant Director.

4. **GGC & STEP:**
Had a beginning count of 5, ending count of 5 and year to date 11. Five families attended the February Family Day.

5. **Coastal ART:**
Kristina Clemmons reported for the month of February they had five kids already enrolled, 6 new kids came through. Started up at South Brunswick in February.

V. **COMMITTEE REPORTS:**

Funding by Maxine Elliott – Maxine thanked the Funding Committee for getting together and working on the Funding meetings March 10 and March 11. Also, thanking the programs for responding to all questions at the meetings and bringing the committee up to date. The recommendation by the committee for funding was for the exact amount that all programs requested with the exception of Teen Court. Totals for the Brunswick county allocation is $242,486.00. The motion to approve the funding recommendation was made by Meredith Lloyd, seconded by Lavar Marlow, all in favor.

VI. **TREASURER'S REPORT:**

Donna Cuneo reported that to date the Admin. Fund has expended $4,659.78 (62% of budget), leaving a balance of $2,840.22.

VII. **UPDATES FROM DJJ:**

Marsha Rogge reported on the number of complaints and number of charges received to date compared to last year is the same. Fewer kids, but racking up more charges with school being out of session. No other changes.

VIII. **UPDATES FROM TRILLIUM:**

Dena Hamilton reporting with a Medicaid transformation update. Trillium is working toward the Tailored plan implementation and will know by June if awarded the contract. March 15 was the date the standard plan opened. Auto enrollment May 15. Go Live is July 1, 2021. Link will be in the Chat.

IX. **COMMENTS FROM CHAIR:**

John Manning thanked the committees for participating in the two- day funding meeting. Continue to be careful by wearing masks and getting the Covid vaccination. Also, update from the Brunswick County Sherriff's office by T. K. Nowell who will be transitioning to the courthouse in a new role. A new deputy will be considered as a replacement for T.K. Comments regarding membership changes by Meredith Lloyd.

X **COMMENTS FROM CONSULTANT:**

Lance reported that he will release the program applications today for any changes that need to be made back to the program. They can be resubmitted within a week. There are a few programs that need to submit their third quarter accounting. Due no later than March 26. There is a new certification tab on the JCPC Admin information, also more information to come. Question to Lance from M. Rogge regarding age of kids in JCPC programs.

XI. **ADJOURN:**

Motion to adjourn was made by Meredith Lloyd and seconded by T. K. Nowell. The motion passed unanimously.

Next WebEx JCPC meeting is April 15, 2021, at 1:00 p.m.

North Carolina Department of Public Safety

JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 21-22	**DPS/JCPC FUNDING # (cont only)**	510-XXXX
COUNTY:	Brunswick	**AREA:**	Central Area
Multi-County:	No	**Multi-Components**	No
NAME OF PROGRAM:	Teen Court 13th District		

SPONSORING AGENCY:	Communities In Schools of Brunswick County, Inc.			
SPONSORING AGENCY PHYSICAL ADDRESS:	3148 George II Highway Unit 2 Boiling Spring Lakes	NC	28461	
SPONSORING AGENCY MAILING ADDRESS:	PO Box 10087 Southport	NC	28461	
TYPE:	Non-Profit		**FEDERAL ID #**	56-1921263

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
32022	Teen Court 13th District	Teen Court	$ 103,841
		Total cost of components:	$ 103,841

Program Manager Name & Address *(same person on signature page)*

Name:	Bonnie Jordan		**Title:**	CIS Executive Director	
Mailing Address:	PO Box 10087		**City:**	Southport	**Zip:** 28461
Phone:	(910) 351-8007 Ext:12	**Fax:** (910) 351-8013	**E-mail:**	bjordan@cisbrunswick.org	

Contact Person *(if different from program manager)*

Name:	Sam Davis		**Title:**	Teen Court Director	
Mailing Address:	310 Government Center Dr. Unit 2		**City:**	Bolivia	**Zip:** 28422
Phone:	(910) 253-4087	**Fax:** (910) 253-3928	**E-mail:**	teen.court@brunswickcountync.gov	

Program Fiscal Officer *(cannot be program manager)*

Name:	Cherylee Hagge		**Title:**	CIS Finance Officer	
Mailing Address:	PO Box 10087		**City:**	Southport	**Zip:** 28461
Phone:	(910) 351-8007 Ext:11	**Fax:** (910) 351-8013	**E-mail:**	chagge@cisbrunswick.org	

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	**COMPONENT INFORMATION**
32022	**NAME OF COMPONENT:** Teen Court 13th District **BRIEF DESCRIPTION:** Teen Court - Diversion Program Teen Court 13th District provides diversion from juvenile court where trained adult and youth volunteers act as court officials to hear complaints. Sentence recommendations are made as appropriate for offenses including community service, restitution, Peer Circle attendance, parenting classes, apology letter, future Teen Court jury duty, no further criminal charges, online drug and other classes and school attendance/ satisfactory performance.

SECTION II	COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR

Component Name: Teen Court 13th District	Component ID # 32022
What is this component's maximum client capacity at any given time?	20

Frequency of client contact per month:	4		Anticipated Average Length of Stay:	100	Days
Total Component Cost:	$103,841	÷ by	Estimated # to be served during funding period:	75	
Estimated Average Cost Per Youth:	$1,385				

Applies to continuation programs only.			
	Actual number of youth admitted FY 19-20:		42
	1	Number of admissions Juvenile Justice Referred	2.38% of total admissions
	41	Number of admissions Law Enforcement Referred	97.62% of total admissions
	0	Number of admissions District Court Referred	0% of total admissions

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Teen Court 13th District

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

The juvenile court system in Brunswick County lacks diversion programs for first-time offenders. NC DPS Division of Juvenile Justice County Databook 2019 showed 195 total delinquent complaints with 46% being school based (a decline since 2015) and 54% from other sources, an increase of prior years. The FY 2019-2020 Brunswick County Risk and Needs Assessment showed 34.1% of youth had some association with delinquent peers and 30.9% had moderate behavior issues at school. FY 2017-2018 NC JOIN and Allies data shows 1474 short term suspensions in the county and that the large majority with diversion plans and contracts went through the Teen Court program (30).

The Brunswick County Risk and Needs Assessment further shows 59% of juveniles have a risk level of 3 or less. these lower risk defendants are less likely to reoffend. 86.9% have no prior adjudication. 83.6% are age 12 or over at the time of their 1st offense. 70.9% report moderate to serious school discipline issues. 44.3% report rejection by peers. 69.9% of juveniles are identified as low need. 64.3% have mental health needs that have been addressed or need more assessment. 38.3% have a family history of criminality or court/gang involvement. 30.1% of defendants report being victimized. 16.3% experienced domestic violence or discord in the home.

Teen Court offers an alternative to juvenile court and an opportunity for first time offenders to avoid a court record. It provides comprehensive intervention and support to the juvenile and parent. The program focuses on diversion of misdemeanor offenses. Per the Juvenile Reinvestment Report from the N.C. Commission on the Administration of Law and Justice, evidence-based research suggests adolescents are less culpable than adults; the majority of youth offenders age out of the behavior with full maturity. Teen Court offers the opportunity to learn skills to manage negative behavior.

Teen Court provides juveniles and parents with a multi-faceted plan including Peer Circles, Parent Education, Drug or Alcohol assessment/treatment, on-line marijuana classes, community service, restitution, essays/apology letters, future jury duty, and monitoring of school attendance and academic performance. Success in completing sentencing and parent's educational group participation is tracked and the juvenile is tracked one year post-sentencing completion to determine recidivism. Teen Court addresses the continuum of needs in Brunswick County by (1) addressing the needs of a population without prior diversion options (2) saving the county money by diverting juvenile court cases (3) providing a venue to address juvenile and family needs that focuses on prevention and education (4) allowing cost-effective disposition of juvenile cases to free up court time for more serious offenses (5) providing an opportunity for effective service provider collaboration and avoid service duplication.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

Target population is youth, ages 12-18 who have been petitioned or law enforcement referred for 1st time misdemeanor offenses. Partnership with Juvenile Services and District Court allows these juvenile offenders the opportunity to participate in the Teen Court program if the Court Intake Counselor finds they are eligible, willing to admit responsibility for their actions, and willing to complete the program. If the offender successfully completes Teen Court sentencing requirements within a 90 day period, his/her record is completely cleared. The program also serves adjudicated youth/their families recommended to educational workshops and parenting classes by Court Counselors. At -risk youth and first time offenders are encouraged to volunteer in the program at the end of their sentence, continuing beneficial services and interaction with pro-social peers. Depending on the needs of the individual defendant, he/ she

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Teen Court 13th District

may have his/her case heard by a peer jury or may be served through a tribunal. Tribunals have been implemented as an effective alternative to a peer jury proceeding, primarily for youthful defendants with a mental health or other disability that prohibits them from benefiting from or participating in a peer jury proceeding. This offers a needed accommodation while still allowing them to benefit from participation in the Teen Court Program.

A secondary population served by Teen Court is the parents/guardians of these juveniles. Through parenting education and support groups that focus on improving parenting skills and parent/child relationships, there is a preventative component of this intervention as other siblings in the household may avoid the juvenile justice system by being exposed to better parenting and less discord. By focusing both the juvenile and the family on developing better coping skills, positive social activities and peer groups, and enhancing their knowledge and ability to have more positive interactions within their family, we reduce the risk of re-offending or having other family members enter the juvenile justice system. Mirroring the success of the Teen Court program, CIS has implemented Peer Court at four Brunswick County middle schools, one K-8 school, and one elementary school, for younger first-time juvenile offenders, with the same goals as Teen Court. This program also has a comparatively low recidivism rate and may serve younger siblings of Teen Court offenders and address contributing factors to delinquency at an even earlier point in that child's social and emotional development.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The primary goal is to reduce the number of first time juvenile offenders entering the court system. Juveniles accept responsibility for their actions and are held accountable by their peers. Offenders will receive sentences of community service/restitution, jury duty at future Teen Court sessions, letters of apology, and counseling/educational sessions to learn coping mechanisms, and learn effective communication skills with peers/parents/authority figures. Those with marijuana offenses may be required to complete an on line Marijuana 101 course or those with other drug related offenses may be required to complete other educational on line courses about the ill affects of drug use. Parents will be required to attend counseling/educational sessions to help them learn parenting skills, positive disciplinary techniques, and communication skills in addition to problem solving current areas of concern. Through successful participation in Teen Court, a defendant can avoid a juvenile court record which could affect his/her opportunities to enter college, trade school, the military, or obtain employment.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

90% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

90% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

90% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

90% Clients will have no new complaints with an offense date after the admission date.

90% Clients will have no new adjudications for a complaint with an offense date after the admission date.

90% Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation.

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Teen Court 13th District

5. Elevated Risks and Needs: *Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.*

The NC DPS Division of Juvenile Justice County Databook 2019 shows 195 total delinquent complaints with 46% being school based (a decline since 2015) and 54% from other sources (an increase from prior years). Of 278 total juveniles served, 221 (79.5%) were minor Class 1-3 offenses. These types of defendants are less likely to reoffend. The DPI Consolidated Data Report 2017-18 showed Brunswick County Schools had 24 reportable crimes or 5.93 per 1,000 students. The Brunswick County Risk and Needs Assessment 2019-2020 shows 59% of juveniles have a risk level of 3 or less. 86.9% have no prior adjudication. 83.6% are age 12 or over at the time of their 1st offense. Teen Court is specifically designed to serve youthful 1st time misdemeanor offenders who have a low likelihood of recidivism if they receive intervention and support and an opportunity to learn from their experience and gain new skills.

Per county Risk Data, 64.3% have mental health needs that have been addressed or need more assessment. 30.1% of defendants report victimization. Teen Court completes a risk assessment at intake and works with community partners to ensure emotional/mental health needs or issues from trauma are referred for proper assessment and intervention.

Risk Data shows 44.3% report rejection by peers and 34.1% show some association with delinquent peers. Teen Court provides sentencing requirements that engage defendants in positive social situations and promote pro-social behaviors including community service, apology letters, Peer Circle participation, and serving as a juror at future Teen Court sessions. Juveniles are required to attend school, maintain satisfactory grades and show positive conduct, with compliance tracking.

The Risk and Needs Assessment showed 10.7% of parents report being unwilling or unable to provide supervision. 38.3% of parents had a criminal history or were court or gang involved. 74.6% of juveniles report moderate to serious school discipline issues. Addressing the needs of both the juvenile and family is key to the success of Teen Court. Parents attend educational classes and/or parenting groups to learn the importance of peer relationships and developing skills and confidence to help their teens establish new behavior patterns. By holding both the juvenile and family accountable for successful sentencing completion, a shared sense of purpose is established and they work together to improve behaviors and interactions with one another and their community. Developing improved parenting and coping skills, improving knowledge of community supports, and stabilizing families also helps deter juveniles' siblings from entering the juvenile court system.

Each juvenile presents a unique combination of factors that contribute to his/her delinquency. Teen Court develops, and implements an intervention plan and sentencing requirements for each juvenile, tracking the juvenile for one year post-sentence completion to determine recidivism.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Teen Court 13th District

1. Location: *List physical address(es) and describe where program services are delivered.*

All Teen Court proceedings take place in courtrooms at the Brunswick County Courthouse, located at 310 Government Center Drive, Bolivia, NC 28422

2. Operation: *Describe the daily/weekly schedule of program operation.*

Teen Court Director and the part-time Teen Court Administrative Assistant both have offices in the Brunswick County Courthouse for meeting with juvenile offenders and their families and completing administrative duties that support the successful operation of Teen Court. The Director is available 5 days per week at the office location and is available via cell phone at other times if needed. All records and equipment are kept in a secured area that is closed to the public. Teen Court sessions are held in 2-3 courtrooms on the 1st floor of the Courthouse. Parenting Groups, Peer Circles and special educational workshops are held in various conference rooms located in the Courthouse. Referrals are accepted daily from DJJDP; Law Enforcement and/or District Court. Teen Court is held at least once a month. Peer Circles (Educational Workshops) are held at least once a month. Parenting classes are held twice monthly for parents while their children are either observing sessions of Teen Court or participating in Peer Circles. Community Service and Restitution activities are performed off site in the community at pre-approved program sites where all employees working with the juvenile offenders have had criminal background checks completed.

In addition to the traditional Teen Court proceedings held monthly at the courthouse utilizing a full jury, attorney mentors, and a judge, tribunals are held when a defendant is unable to participate in a full peer jury court room hearing due to an identified mental, emotional, learning or other disability that makes it unlikely he/she can successfully participate in those proceedings. At the discretion of the Teen Court Director, and following written guidelines to aid in determining when these special circumstances are present, a tribunal will be held to hear the case. The same sentencing guidelines and all other Teen Court processes are adhered to during a tribunal. The other time a tribunal may be used is when it is not appropriate or is detrimental to delay a case due to a lack of adequate peer jurors, attorney mentors, and/or judges to hear a case. In that situation, at the discretion of the Teen Court Director, a tribunal may be held.

3. Staff Positions: *Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.*

The Teen Court Director holds a certificate in Basic Law Enforcement from Brunswick Community College, along with extensive subsequent specialty training certifications. He has 29 years of law enforcement experience with the Brunswick County Sheriff's Department in the Major Crimes Unit. His role in law enforcement and interaction with the community at large helped prepare him for the position of Teen Court Director. He is responsible for all aspects of the program: interviewing defendants/parents, recruiting / training volunteers, collecting data, scheduling counseling/ education/support sessions, evaluating defendants completion of program and reporting outcomes to stakeholders.

The Teen Court Administrative Assistant has a Bachelor Degree in Criminal Justice and worked for 15 years as a U.S. Senior Probation Officer, first in Los Angeles and then Raleigh, NC. She brings a strong professional background to this support position. She is responsible for managing the parenting program and various administrative duties.

Adult volunteers include local attorneys, judges and members of civic clubs with backgrounds whom assist as judges, attorney mentors, jury monitors, and role models.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Teen Court 13th District

The Finance Officer graduated Cum Laude with a degree in Business Administration and Accounting and has 25+ years of accounting experience working in public, private, and non-profit industries, most recently as a Financial Analyst in government finance. She manages payroll for Teen Court staff, monthly revenue and expense reports, and prepares billing to the NC Administrative Office of the Courts for reimbursement of NCAOC contract expenses related to Teen Court.

The Program Operations Officer has 13 years of experience in non-profit program management and a Bachelor degree in Family and Community Services. She supervises the Teen Court Director, ensuring compliance with program fidelity and grant reporting. She is also responsible for community awareness of the Teen Court program and ensuring all other funding sources and in-kind supports are in place to support the program.

The Parenting Facilitator holds a Master Degree in Counseling and has worked as an Intensive Home-Based Therapist and facilitated psycho-educational groups with adult men and women. She is bi-lingual, speaking English and Spanish. She leads Teen Court parenting classes for defendants' parents/guardians.

The Peer Circle Facilitator holds a Masters Degree in Special Education and a Bachelor Degree in Sociology. She has over 38 years of experience working with children and families with developmental disabilities, providing counseling and support services for the State of Connecticut Department of Developmental Services. She is responsible for leading Peer Circles for Teen Court so defendants can work through issues together and find positive ways to negotiate, communicate and interact in a cooperative and respectful manner.

4. Service Type SPEP: *Describe implementation to include:*

This program is a STRUCTURE ONLY.

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

Target population is youth 12-18 referred by law enforcement, juvenile justice, district court, area attorneys or school resource officers for their first offense of less than an A1 misdemeanor. The Teen Court Director makes contact with the juvenile and parent/guardian within 14 days. To be eligible for Teen Court, offenders must admit responsibility for their actions and be willing to complete the program. An intake appointment is arranged to review program guidelines, participation requirements, completion dates, expected outcomes, obtain informed consent to participate, review consequences for non-compliance and obtain signatures agreeing to terms. A court date is set for the offender at this appointment during which a sentence will be delivered by a peer jury.

If the defendant has a disability or other significant challenge that makes appearing before a peer jury not possible, a tribunal is held so the case can be heard by a judge and a smaller group of volunteer attorneys and jurors, and a structured sentence can still be completed and allow him/her to avoid a juvenile record if successfully completed. Written guidelines have been created to guide the process of determining defendant eligibility for this alternative process.

Upon arrival to Teen Court, the juvenile meets with students assigned as his/her attorneys and their adult attorney mentor. The trial, mirroring a genuine court proceeding, begins and mitigating/ aggravating factors are presented.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Teen Court 13th District

Sentencing may include up to 20 hours of community service/restitution, observation of future Teen Court sessions/jury duty, participation in Peer Circles, on-line drug classes, letters of apology, maintaining all lawful commands of parents, maintaining school attendance and grades, assessments for counseling/drug use, and educational workshops.

Offenders must complete their sentence within 90 days, stay in school and not re-offend while in Teen Court. Parents must attend intake, court proceedings, and complete parent classes, counseling and/or educational sessions.

Referrals are not accepted for offenders over age 18 at the time of offense, if the offender and parent/guardian are not willing or able to complete all Teen Court requirements or if the offender has prior offenses. If an offense is outside the parameters of offenses intended to be diverted to Teen Court, a referral to Juvenile Court is initiated. If a juvenile fails to complete sentencing as required, his/her case is sent back to referring agency for further disposition.

The Teen Court Director is responsible for conferring with referral source to ensure each case referral is appropriate for Teen Court and all required information has been provided to hear the case and determine sentencing. If the parent and student refuse to participate in Teen Court, the Director will notify the referral source. The Director also monitors sentencing completion in determining the defendant's successful completion of the program.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

Upon sentencing completion, an exit interview is conducted reviewing the defendant's progress. Emphasis is placed on lessons learned, with plans and goals for the future. The juvenile is followed for 1 year after sentence completion to track recidivism. The Teen Court Director meets with/notifies the referring agency as to the successful program completion of the juvenile. Any action other than a successful completion is reviewed with the referring agency, parent, and juvenile. Any juvenile offender who does not successfully complete Teen Court and comply with all guidelines will be deemed non-compliant, terminated from Teen Court and referred back to the referring agency.

Reasons for unsuccessful completions would be if the offender re-offended either at school or within the community between their intake appointment and 90 day deadline for completion, or not completing any aspect of the program within the agreed upon 90 day window

Other terminations include:
oRefusal to participate in the program (at which point the offender is referred back to initial referring agency)
oMoving out of the state
oInvoluntary commitment of the offender

How is the referring agency involved with the termination process?

Court Intake Counselor, Law Enforcement, and/or District Attorney's Office are notified by the Teen Court Director of successful sentence completion. Any action other than a successful completion is reviewed with the referring agency, parent, and juvenile and referred back to the referring party for disposition.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Teen Court 13th District

The Teen Court Director attends Juvenile Court twice monthly to receive referrals to Teen Court, Educational Workshops, and Parenting. The Teen Court Director also attends District Court and Truancy Court to identify potential cases for Teen Court. Other referrals are picked up weekly and verbal updates are given to Intake/Court Counselors. Written updates, including attendance and progress, are provided monthly to the referral agency. Referrals from School Resource Officers are received on an ongoing basis, as warranted, and the Teen Court Director communicates progress to that officer as appropriate.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

A structured service plan of learning (Sentence) will be developed for defendants to address behavior problems, drug-alcohol prevention and peer pressure. Sentencing will hold youth accountable for future actions including school attendance, achieving satisfactory grades, and not committing further offenses. Educational workshops for youth will provide skills to improve juvenile's decision making, communication, conflict resolution, and gang and drug resistance, thereby reducing negative behaviors. Participation in future Teen Court jury duty will increase the defendant's access to positive peers. On-line marijuana, other drugs, Under the Influence, and Respect and Resolve classes will be required for those with a related offense. Completion of community service will provide exposure to a pro-social activities, positive role models and volunteerism, supporting positive character development.

By requiring parenting classes, better disciplinary techniques and communication can be learned and applied when working with their children, thus empowering them to become more effective, proactive parents. Youth listen to and are influenced by their peers. Juveniles who are held accountable for their behavior by their peers are more likely to listen and make changes to their behavior. Volunteer jurors recognize and "reward" positive behaviors such as after-school involvement, satisfactory grades, commitment to stay in school, and future goals, as seen in their jury verdict. In order to complete their constructive sentence, juveniles and their families work on family accountability and relationships. Healthy attitudes concerning family, discipline, consequences and education are encouraged and reinforced in peer circles and parenting groups. Community Service allows youth to work and learn from adults who support community activities and allows them to be exposed to positive activities that also serve others.

Incentives, usually in the form of a snack prior to the start of each Teen Court session or a year end gathering for recognition of service, is provided to students who volunteer their time to hear the cases of their peers. The use of incentives helps contribute to their commitment to the program and shows they are appreciated and valued as part of the Teen Court process. They also have the opportunity to compete at an annual Teen Court Association Mock Trial Competition each year to further expose them to legal processes and other student volunteers with similar interests. A number of student volunteers, as a result of their participation in the Teen Court Program, have gone on to pursue a career as an attorney.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

The program uses the National Youth Court Guidelines - authored by Tracy Godwin with Michelle Heward and Thomas Spina. According to the National Center for Mental Health Promotion and Youth Violence Prevention, "these best practice guidelines were developed by a panel of experts in the following program areas: program planning and community organization, program staffing and funding, legal issues, identified respondent population and referral process, program services and sentencing options, volunteer recruitment and management, volunteer training,

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Teen Court 13th District

operations and case management, and program evaluation. Guidelines were developed to promote best practices, effectiveness, and program accountability."

In October 2000, Jeffrey Butts and Janeen Buck stated in “Teen Courts: A Focus on Research” that many jurisdictions report that teen court increases young offenders’ respect for the justice system and reduces recidivism by holding delinquent youth accountable for what is often their first offense. They further state that a teen court may be able to act more quickly and more efficiently than a traditional juvenile court. In subsequent research by Jeffrey Butts in April 2002, the rate of recidivism for juveniles in teen court was compared with that of similar youth handled by the regular juvenile justice system. He found that in three out of the four youth courts studies, the six-month recidivism rate for youth court was lower than that of the comparison group.

Teen Court also uses Active Parenting of Teens for the parenting workshops which is a six-part evidence-based program. The program teaches parents and children skills to improve their relationships and decrease conflict through support and behavior management. The program focuses on pointing out typical errors parents make and highlighting new skills that will help them resolve problems. The Active Parenting of Teens program uses an approach focused on reducing family conflict and child behavior issues and supporting positive parenting techniques.

SECTION V **Terms of Agreement**

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS),* and **Brunswick** County, *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **Communities In Schools of Brunswick County, Inc.** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective **Jul 1, 2021** and shall terminate **Jun 30, 2022**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount $59141 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in DPS JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's funded program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Procedures;
6. Secure local match as required, if applicable, pursuant to 14B NCAC 11B.0105, for approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to DPS JCPC Policy and Procedures for all funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC Policy and Procedures and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement, or most recently approved Program Agreement Revision;
17. Indemnify and hold harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA); *Reference: 14B NCAC 11B, and in compliance with DPS JCPC Policy 2: Operations: Program Operational Requirements*
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees;
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement. Such personnel shall not be employees of, or have any individual

contractual relationship with, DPS;

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in the Program Agreement. When independent contractors (funds are included in line item 190 of the budget) are providing services as described in the Program Agreement, the sponsoring agency must:

22. Upload a signed Contract for Professional Services into NCALLIES once the Program Agreement (or Program Agreement Revision) is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and DPS JCPC Policies and Procedures; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement or most recently approved Program Agreement Revision.

<u>The JCPC shall:</u>

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
2. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Code; N.C.G.S. §143B-801 (a);143B-602;143B-851
3. Review and locally approve Program Agreement Revision(s) received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS (applicable only to JCPC funded agencies);
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring
   Reference: 14B NCAC 11B.0202 and DPS JCPC Policy 1, 7, 8, 9, 10, and 11.

<u>The County shall:</u>

1. Ensure the Sponsoring Agency is appropriately licensed, and either local public agencies, 501(c) (3) non-profit corporations or local housing authorities (applicable only to JCPC funded agencies);
2. Use funds only for the purposes DPS has approved in the Program Agreement or most recently approved Program Agreement Revision;
3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with DPS JCPC Policies and Procedures and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and jointly submit Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.
   Reference: 14B NCAC 11B; DPS JCPC Policy 3, 7, 8, 9, 10, and 11

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.
Reference: 14B NCAC 11B.0110; DPS JCPC Policy 9. Fiscal Accounting and Budgeting: Final Accounting Process

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds DPS disbursed to the County for the Sponsoring Agency must be refunded/reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the, "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, Certification of No

Overdue Tax Debts, shall be completed by the Sponsoring Agency to certify when there are no overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time of Program Agreement submission.

Conflict of Interest – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (Form DPS 13 001) and upload the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Proof of 501(c) (3) – Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Agreement. Not for profit organizations must upload proof of the Sponsoring Agency's 501 (c) (3) status.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested in writing by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be

construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Teen Court 13th District		Fiscal Year	FY 21-22

Item #	Justification	Expense	In Kind Expense
120	Program Operations Officer ($3462); Finance Officer ($4349)	$7,811	
120	Teen Court Administrative Assistant 20 hrs/bi-weekly x 52 weeks x $11/hr = ($5,720). Plus 4 hrs x $11/hr training pay ($44)	$5,764	
120	Peer Circle Facilitator $18.50/hr x 36 hrs = $666; Training Pay $18.50/hr x 4 hrs = $74.	$740	
120	Technical Assistance from DA Office; BC Bar Association $100/ hr x 29.41 hours		$2,941
120	Parenting Facilitator $18.50/hr x 65 hrs = $1203; Training pay $18.50/hr x 4 hrs = $74.	$1,277	
180	Program Operation Officer/Finance Officer Payroll Taxes FICA 7.65% ($659) and Unemployment .06% ($47)	$706	
180	Finance Officer and Program Operations Officer - 3% employer portion of IRA contribution ($234); Health Ins. 70% employer contribution for Finance Officer ($372); for Program Operations Officer ($202)	$808	
180	Parenting Facilitator Payroll Taxes FICA 7.65% ($98) and State Unemployment Insurance 006% ($8)	$106	
180	Peer Circle Facilitator Payroll Taxes FICA 7.65% ($57) and State Unemployment Insurance .006% ($4)	$61	
180	Administrative Assistant Payroll Taxes FICA 7.65% ($441) and State Unemployment Insurance .006% ($35)	$476	
190	MOA with Administrative Office of the Courts (AOC) Teen Court Director 40 hrs ($39,873 base) at $61,287 : Teen Court 100% / 40 h r /wk= $61,287	$61,287	
220	Food and Provisions - snacks for Parenting, Peer Circles, Community Service Learning and Teen Court	$2,764	
230	Program Supplies - drug tests, volunteer incentives, on line drug class expense and other supplies supporting effective program operation	$4,000	
260	Copy paper, file folders, and other standard office/desk supplies, printer ink	$900	
290	Ident-a-kid software for log in/tracking usage of defendants, parents, etc. for Teen Court proceedings-annual licensing cost	$340	
310	Travel for Personnel between sites, schools and conference/ training $1120 (2,000 miles at .56 mile); lodging $300; other travel expenses $500	$1,920	
310	Annual Teen Court Summit/Mock Trial - gas, lodging, meals,	$2,700	

	car rental - Director, Adult Mentors and student volunteers		
320	Cell phone and monthly service expense for Teen Court Director $31/ mo. x 12 months ($372)	$372	
330	Electric, heating, air, etc... DA's Office - Teen Court portion - $889,310 x .00438% = $3895 BC cost for insurance, operation services and utilities for 448 sq feet of space at court house at . 00438% (448sq ft/102300 sq ft).		$3,895
350	Computer repair/maintenance - Teen Court portion of DA 's Office expense) $27762 x .00438% = $122, BC cost for computer service per cost allocation report of 448 sq feet of space at court house at .00438% (448 sq ft/102300 sq ft).		$122
390	District Attorney's Office administrative office expenses		$500
390	Staff Development - workshops and conference registration	$525	
390	Audit- Annual Cost, based on allocated portion of Communities In Schools audit assigned to Teen Court program area.	$700	
410	Furnished Office Space - 2 offices 12'x18' and 12' x 14' and 8x8 storage space 512034 x .00438 = $122, BC cost for office space per cost allocation report of 448 sq feet of space at court house at .00438% (448 sq ft/102300 sq ft).		$2,242
450	Workman's Compensation Insurance -Finance Officer and Program Operations Officer = .14% x $7811 ($11); All other positions .94% x $7781 ($73)	$84	
450	Insurance Coverage for students/board CIS - Annual Cost assigned to Teen Court program, pro rata.	$800	
TOTAL		**$94,141**	**$9,700**

Job Title	Annual Expense Wages	Annual In Kind Wages
CIS Program Operations Officer pro-rata $28.85 /hr x 10 hrs/mo. x 12 months = $3,462	$3,462	
Peer Circle Facilitator - $18.50 hr x 36 hrs = $666; Training $18.50/hr x 4 hrs = $74	$740	
Parenting Facilitator $18.50 hr x 65 hours = $1203; Training Pay $18.50/hr x 4 hrs = $74.	$1,277	
Technical Assistance from DA Office; BC Bar Association $100/hr x 29.41 hours		$2,941
Teen Court Administrative Assistant 20 hrs/bi-weekly x 52 weeks x $11/hr= $5,720; Training $11/hr x 4 hrs = $44	$5,764	
CIS Finance Officer pro-rata $27.88 /hr x 13 hrs/mo. x 12 mos. = $4349	$4,349	
TOTAL	**$15,592**	**$2,941**

SECTION VII **Program:** Teen Court 13th District

Fiscal Year: FY 21-22 **Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	**$79,036**	**$2,941**	**$81,977**
120 Salaries & Wages	$15,592	$2,941	$18,533
180 Fringe Benefits	$2,157		$2,157
190 Professional Services*	$61,287		$61,287
*Contracts MUST be attached			
II. Supplies & Materials	**$8,004**		**$8,004**
210 Household & Cleaning			$0
220 Food & Provisions	$2,764		$2,764
230 Education & Medical	$4,000		$4,000
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials	$900		$900
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials	$340		$340
III. Current Obligations & Services	**$6,217**	**$4,517**	**$10,734**
310 Travel & Transportation	$4,620		$4,620
320 Communications	$372		$372
330 Utilities		$3,895	$3,895
340 Printing & Binding			$0
350 Repairs & Maintenance		$122	$122
370 Advertising			$0
380 Data Processing			$0
390 Other Services	$1,225	$500	$1,725
IV. Fixed Charges & Other Expenses	**$884**	**$2,242**	**$3,126**
410 Rental or Real Property		$2,242	$2,242
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding	$884		$884
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$94,141**	**$9,700**	**$103,841**

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)

FY 21-22 Brunswick County Funding ID: 510-XXXX

Sponsoring Agency: Communities In Schools of Brunswick County, Inc. Program: Teen Court 13th District

$59,141	**DPS/JCPC Funds**	* This is the amount approved in your application	
20%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
$35,000	**County Cash**	Brunswick County	*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
$9700	**Local In-Kind 1**	Brunswick County District Attorney's Office/ 13th District Court	*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$103,841	**TOTAL**	$11,828	$44,700
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Chair, Juvenile Crime Prevention Council **Date**

Program Manager **Date**

North Carolina Department of Public Safety

JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 21-22	**DPS/JCPC FUNDING # (cont only)**	510-XXXX
COUNTY:	Brunswick	**AREA:**	Central Area
Multi-County:	No	**Multi-Components**	No
NAME OF PROGRAM:	Providence Home		

SPONSORING AGENCY:	The Family Emergency Teen Shelter, Inc.			
SPONSORING AGENCY PHYSICAL ADDRESS:	5310 Dosher Cutoff SE Southport	NC	28461	
SPONSORING AGENCY MAILING ADDRESS:	5310 Dosher Cutoff SE Southport	NC	28461	
TYPE:	Non-Profit		**FEDERAL ID #**	56-1939867

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
31769	Providence Home	Temporary Shelter Care	$ 73,057
		Total cost of components:	$ 73,057

Program Manager Name & Address *(same person on signature page)*

Name:	Warren Mortley		**Title:**	Executive Director	
Mailing Address:	5310 Dosher Cutoff SE		**City:**	Southport	**Zip:** 28461
Phone:	(910) 457-0440	**Fax:** (910) 457-9334	**E-mail:**	providencehome@bizec.rr.com	

Contact Person *(if different from program manager)*

Name:	Warren Mortley		**Title:**	Executive Director	
Mailing Address:	5310 Dosher Cutoff SE		**City:**	Southport	**Zip:** 28461
Phone:	(910) 457-0440	**Fax:** (910) 457-9334	**E-mail:**	providencehome@bizec.rr.com	

Program Fiscal Officer *(cannot be program manager)*

Name:	Merry MacBarb		**Title:**	Treasurer	
Mailing Address:	5310 Dosher Cutoff SE		**City:**	Southport	**Zip:** 28461
Phone:	(910) 457-0440	**Fax:**	**E-mail:**	providencehome@bizec.rr.com	

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	**COMPONENT INFORMATION**
31769	**NAME OF COMPONENT:** Providence Home **BRIEF DESCRIPTION:** Brunswick County Providence Home is a temporary shelter for youth ages 10-17 which provides group home care and counseling services for a maximum of 90 days for juveniles who, due to an emergency, high-risk or crisis situation cannot remain with their families.

SECTION II	COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR

Component Name: Providence Home	Component ID # 31769
What is this component's maximum client capacity at any given time?	6

Frequency of client contact per month:	72	Anticipated Average Length of Stay:	30	Days
Total Component Cost:	$73,057 ÷ by	Estimated # to be served during funding period:	20	
Estimated Average Cost Per Youth:	$3,653			

Applies to continuation programs only.			
	Actual number of youth admitted FY 19-20:		14
	2	Number of admissions Juvenile Justice Referred	14.29% of total admissions
	0	Number of admissions Law Enforcement Referred	0% of total admissions
	0	Number of admissions District Court Referred	0% of total admissions

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Providence Home

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

Brunswick County youth continue to face a number of risk factors including: Associating with other negative/delinquent peers; displaying moderate to serious behavioral problems at school; have Parents/Guardians who have difficulty providing adequate parental supervision; have behavioral/emotional (Mental Health) needs; and the majority of youth are 12 years or older at the time when first delinquent offense is alleged in a complaint.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

Youth, between the ages of 10 to 17, who are court-involved or at-risk of becoming court-involved.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The mission of Providence Home is to provide safe temporary shelter, care and guidance to all residents for up to a maximum of 90 days.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

90% Parents/legal guardians will participate with service planning as required by licensure.

90% Clients will participate in shelter care activities as indicated by the service plan.

100% Clients will receive short term care with transition planning.

90% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

90% Clients will receive crisis interventions/strategies as intended by the program design/service plan.

5. Elevated Risks and Needs: *Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.*

Providence Home will address the Elevated Risk and Needs of adjudicated youth by:

Providing a respectful, stable and structured environment that fosters the development of pro-social peer relationships under the supervision of positive adult role models and with the guidance of Licensed Professional Mental Health Counselor on staff.

Providing counseling for all residents three (3) times a week and conducting biweekly Plan of Care meetings with resident and their families. The Counselor is nationally certified and sessions focus on improving interpersonal skill and family skill building. Referring agencies are welcome to attend, in order to assess the progress made during the placement. Post-residential counseling is also available to all residents and their families upon discharge.

Providing all residents 24 hour supervision by trained adult staff.

Providing academic support for each resident through the monitoring and assisting with homework assignments and

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Providence Home
maintaining close contact with teachers and guidance counselors. Assistance is also given to youth in the virtual learning environment. Providence Home will also address truancy issues by ensuring that residents catch the school bus on time and make arrangements with school officials to be informed of any absences.	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Providence Home

1. Location: *List physical address(es) and describe where program services are delivered.*

5310 Dosher Cutoff SE, Southport, NC 28461
Program services are delivered at the above address.

2. Operation: *Describe the daily/weekly schedule of program operation.*

Providence Home operates 24 hours a day, 365 days a year.

3. Staff Positions: *Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.*

Executive Director has 24 years experience running this program and has a Bachelors Degree in Human Services Administration, plus prior experience in Social Services - Child Protective Custody. The Administrative Assistant to the Director has a Bachelors degree in Mathematics and 32 years experience with a major technology company. The Case Manager has a Bachelors degree and a Masters degree in Counseling; she also holds a National Board Certified Counselor certification and has 17 years counseling experience. The staff that cares for the youth in the group home, called the Residential Child Care Workers, consist of two couples, who reside at the home. They work 7 days on and 7 days off, alternating work weeks.
One couple has prior work experience working in group homes.

4. Service Type SPEP: *Describe implementation to include:*

This program is a STRUCTURE ONLY.

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

For admission, the youth must meet the following Admission criteria:
1. Parents/Legal Guardian and child must be a resident of Brunswick County, NC.
2. Child must be between the ages of ten (10) and seventeen (17).
3. Child must not be known to be a danger to himself/herself or others, or in need of therapeutic care.
4. Child must not be known to be addicted to illegal drugs, or in need of treatment for the same.
5. Child must be eligible and attend public school daily.
6. Parents/Legal Guardian must grant permission for the child to become a resident of Providence Home
7 Parent/ Legal Guardian and child must sign Admission Agreement, committing to abide by the rules of the Providence Home program.

The Executive Director reviews the results of the Admission meeting and makes the decision of whether or not the youth shall be admitted to Providence Home. The results of the Admission decision is then given to the referral source.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

Residents are discharged after the maximum length of stay (90) days or when determined by the responsible parties to be in the best interest of the youth.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Providence Home

A termination form is completed for all referred juveniles within seven (7) business days of termination from the program detailing the activities, results, and recommendations. A copy must be submitted to the referring agency and parent(s)/legal guardian(s), and placed in the juvenile's file. The program shall not terminate any juvenile from program services, for reasons listed below under 2. (b), (c), or (d), without prior direct oral or written communication with the referring agency. The termination form includes:

1. The last date of program contact;
2. The reason for termination:
   a. Successful Completion: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals.
   b. Satisfactory Completion: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not complete all program activities and did not meet all behavior goals.
   c. Unsuccessful Completion: Failure to meet specific goals and requirements described in the participation agreement or make sufficient progress in the program.
   d. Non-Compliance: Unexcused absences shall or refusing to participate in treatment activities;
3. The names of persons and agencies receiving notice of a juvenile's termination; and
4. The name of the program staff person completing the documentation.

D. Termination Service Plan: Programs shall develop a written termination form and policies governing documentation of a juvenile's termination from the program. A termination form must be completed for all referred juveniles detailing the activities, results, and recommendations. Within seven (7) business days, a copy must be submitted to the referring agency and parent(s)/legal guardian(s), and placed in the juvenile's file.

For discharge, youth must meet the following criteria:

1. The child has successfully met the goals outlined in their Plan of Care.
2. Parent/Legal Guardian and child refuse to comply with program requirements and rules
3. Parent/Legal Guardian and child are unwilling to remain on Providence Home premises and under the supervision of agency staff to whom their Parent/Legal Guardian has entrusted their care & supervision.
4. The child is in violation of health codes or licenses governing Providence Home.

How is the referring agency involved with the termination process?

Providence Home consults with all referral agencies/Parent/Legal Guardians prior to or upon termination of a resident.

The case manager develops a written termination form that documents a resident's termination from the program. A termination form is completed for all referred juveniles detailing the activities, results, and recommendations. Within seven (7) business days, a copy is submitted to the referring agency and parent(s)/legal guardian(s), and placed in the juvenile's file.

Within the first year after termination, follow up calls are conducted with the referral sources and Parent/Legal Guardians to determine the progress of the resident, since being discharged from the program.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring*

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Providence Home

agencies including how client progress will be communicated.

Providence Home maintains regular weekly contact by phone or in person with Juvenile Court counselors and other referring agencies to evaluate the progress of those referred. Court counselors are included in the weekly Plan of Care meetings.

Additionally, the Case Manager sends a written report each month to the Juvenile Court Counsellors detailing the progress of the residents referred by the courts.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

Providence Home addresses the identified needs of the youth and family through individual, group and family meetings, including regularly scheduled Plan of Care meetings. Using positive reninforcement, adult modeling behavior, providing opportunities to exercise control, owning responsibilities of actions and personal care, while sharing living space in a home environment fostering appropriate peer interaction.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

Providence Home utilizes the evidence-based method of Cognitive Behavioral Therapy (CBT) to change anti-social tendencies and reduce recidivism in at-risk and court-involved youth (Lispey, M. W., "The Primary Factors That Characterize Effective Interventions With Juvenile Offenders, 2009).

SECTION V **Terms of Agreement**

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS),* and **Brunswick** County, *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **The Family Emergency Teen Shelter, Inc.** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective **Jul 1, 2021** and shall terminate **Jun 30, 2022**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount $20441 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in DPS JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's funded program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Procedures;
6. Secure local match as required, if applicable, pursuant to 14B NCAC 11B.0105, for approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to DPS JCPC Policy and Procedures for all funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC Policy and Procedures and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement, or most recently approved Program Agreement Revision;
17. Indemnify and hold harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA); *Reference: 14B NCAC 11B, and in compliance with DPS JCPC Policy 2: Operations: Program Operational Requirements*
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees;
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement. Such personnel shall not be employees of, or have any individual

contractual relationship with, DPS;

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in the Program Agreement. When independent contractors (funds are included in line item 190 of the budget) are providing services as described in the Program Agreement, the sponsoring agency must:

22. Upload a signed Contract for Professional Services into NCALLIES once the Program Agreement (or Program Agreement Revision) is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and DPS JCPC Policies and Procedures; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement or most recently approved Program Agreement Revision.

<u>The JCPC shall:</u>

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
2. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Code; N.C.G.S. §143B-801 (a);143B-602;143B-851
3. Review and locally approve Program Agreement Revision(s) received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS (applicable only to JCPC funded agencies);
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring
   Reference: 14B NCAC 11B.0202 and DPS JCPC Policy 1, 7, 8, 9, 10, and 11.

<u>The County shall:</u>

1. Ensure the Sponsoring Agency is appropriately licensed, and either local public agencies, 501(c) (3) non-profit corporations or local housing authorities (applicable only to JCPC funded agencies);
2. Use funds only for the purposes DPS has approved in the Program Agreement or most recently approved Program Agreement Revision;
3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with DPS JCPC Policies and Procedures and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and jointly submit Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.
   Reference: 14B NCAC 11B; DPS JCPC Policy 3, 7, 8, 9, 10, and 11

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.
Reference: 14B NCAC 11B.0110; DPS JCPC Policy 9. Fiscal Accounting and Budgeting: Final Accounting Process

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds DPS disbursed to the County for the Sponsoring Agency must be refunded/reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the, "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, Certification of No

Overdue Tax Debts, shall be completed by the Sponsoring Agency to certify when there are no overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time of Program Agreement submission.

Conflict of Interest – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (Form DPS 13 001) and upload the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Proof of 501(c) (3) – Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Agreement. Not for profit organizations must upload proof of the Sponsoring Agency's 501 (c) (3) status.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested in writing by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be

construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Providence Home		**Fiscal Year**	FY 21-22

Item #	Justification	Expense	In Kind Expense
120	Salaries & Wages (See detail below under Job Title; Formula= approx. one third of total cost)	$65,441	
180	Fringe Benefits: Employer contributes to assist employees (6) with dental and accidental death insurance insurance; (Formula =$204.42 x 12)	$2,453	
250	Vehicle Supplies & Materials (Includes - Gas, Tires, Maintenance; Formula=$25 x 12)	$300	
330	Utilities (Electricity; Formula=$250.00 x 12)	$3,000	
440	Services &; Manintenance Contracts (Cleaning, Manintenance Svc; (Formula=$155.25 x 12)	$1,863	
TOTAL		**$73,057**	

Job Title	Annual Expense Wages	Annual In Kind Wages
Residential Child Care Workers (4) @ $3.63/hr x 40hr/wk; Provide 24 hr home supervision, care, academic support, skill building techniques and recreational activities. They work 7 days on and 7 days off, with alternating weeks between the couples.	$30,000	
Counselor/Case Manager: @ $14.54/hr x 20hr/wk; P-T No Fringe benefit; Avg of 9 one hr sessions per child per month for max of 3 months while a child is in residence and follow-up sessions after discharge. Case mgmt svcs including mtgs w/ families.	$15,000	
Administrative Assistant: @ $2.42/hr x 40 hrs/wk; Support preparation of JCPC Agreement, NC ALLIES data input, report preparation: Measurable Objectives, Client Tracking, 3Q & Final Accounting Reports	$5,000	
Office Assistant: @ $12.00/hr x approximately 38 hrs/mo; Assist with general office duties as needed	$5,441	
Executive Director: @ $4.84/hr x 40 hrs/wk; Management of JCPC program, supervises direct care staff, attend meetings, develop and monitor program services, evaluate effectiveness of program services	$10,000	
TOTAL	**$65,441**	

SECTION VII **Program:** Providence Home

Fiscal Year: FY 21-22 **Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	**$67,894**		**$67,894**
120 Salaries & Wages	$65,441		$65,441
180 Fringe Benefits	$2,453		$2,453
190 Professional Services*			$0
*Contracts MUST be attached			
II. Supplies & Materials	**$300**		**$300**
210 Household & Cleaning			$0
220 Food & Provisions			$0
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials	$300		$300
260 Office Supplies and Materials			$0
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services	**$3,000**		**$3,000**
310 Travel & Transportation			$0
320 Communications			$0
330 Utilities	$3,000		$3,000
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising			$0
380 Data Processing			$0
390 Other Services			$0
IV. Fixed Charges & Other Expenses	**$1,863**		**$1,863**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts	$1,863		$1,863
450 Insurance & Bonding			$0
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$73,057**		**$73,057**

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)

FY 21-22 Brunswick County Funding ID: 510-XXXX

Sponsoring Agency: The Family Emergency Teen Shelter, Inc. Program: Providence Home

$20,441	**DPS/JCPC Funds**	* This is the amount approved in your application	
20%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
$35,000	**County Cash**	Brunswick County	*(Specify Source)*
$17,616	**Local Cash**	Donations, Grants, Fundraisers, Stores	*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local In-Kind		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$73,057	**TOTAL**	$4,088	$52,616
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Chair, Juvenile Crime Prevention Council **Date**

Program Manager **Date**

North Carolina Department of Public Safety

JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 21-22	**DPS/JCPC FUNDING # (cont only)**	510-XXXX
COUNTY:	Brunswick	**AREA:**	Central Area
Multi-County:	No	**Multi-Components**	No
NAME OF PROGRAM:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)		

SPONSORING AGENCY:	Coastal Horizons Center, Inc.			
SPONSORING AGENCY PHYSICAL ADDRESS:	615 Shipyard Blvd. Wilmington	NC	28412	
SPONSORING AGENCY MAILING ADDRESS:	615 Shipyard Blvd. Wilmington	NC	28412	
TYPE:	Non-Profit		**FEDERAL ID #**	56-0950370

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
31618	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	Parent/Family Skill Building	$ 58,343
		Total cost of components:	$ 58,343

Program Manager Name & Address *(same person on signature page)*

Name:	Deeanna Hale-Holland		**Title:**	Prevention Director	
Mailing Address:	615 Shipyard Blvd.		**City:**	Wilmington	**Zip:** 28412
Phone:	(910) 202-0840	**Fax:** (910) 202-0843	**E-mail:**	deeanna@coastalhorizons.org	

Contact Person *(if different from program manager)*

Name:	Erin Ditta		**Title:**	Prevention Coordinator	
Mailing Address:	615 Shipyard Blvd.		**City:**	Wilmington	**Zip:** 28412
Phone:	(910) 202-0840	**Fax:** (910) 202-0843	**E-mail:**	editta@coastalhorizons.org	

Program Fiscal Officer *(cannot be program manager)*

Name:	Jenifer Burns		**Title:**	Controller	
Mailing Address:	615 Shipyard Blvd.		**City:**	Wilmington	**Zip:** 28412
Phone:	(910) 343-0145	**Fax:** (910) 790-0189	**E-mail:**	jburns@coastalhorizons.org	

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	**COMPONENT INFORMATION**
31618	**NAME OF COMPONENT:** Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP) **BRIEF DESCRIPTION:** Guiding Good Choices (GGC) is a program that provides parents skills to strengthen and clarify family expectations for behavior, enhance the conditions that promote bonding within the family, and teach skills that allow children to resist drug use successfully. Systematic Training for Effective Parenting (STEP) is an evidence-based skills training for parents on how to handle misbehavior, discouragement, discipline, and the problems that face every parent-teen relationship.

SECTION II	COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR

Component Name: Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	Component ID # 31618
What is this component's maximum client capacity at any given time?	14

Frequency of client contact per month:	4	Anticipated Average Length of Stay:	56	Days
Total Component Cost:	$58,343 ÷ by	Estimated # to be served during funding period:	36	
Estimated Average Cost Per Youth:	$1,621			

Applies to continuation programs only.			
	Actual number of youth admitted FY 19-20:		20
	0	Number of admissions Juvenile Justice Referred	0% of total admissions
	0	Number of admissions Law Enforcement Referred	0% of total admissions
	0	Number of admissions District Court Referred	0% of total admissions

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

The Brunswick County JCPC has listed the following as priorities to address: Youth association with other delinquent peers, Moderate to serious behavioral problems at school resulting in poor school attendance, excessive in-school and /or out of school suspension, parent/guardian supervision skills are reported as marginal, and family members with criminal history.

Guiding Good Choices (GGC) is a science-based, proven-effective ATOD-prevention program that gives parents the skills they need to ensure the future well-being of their children. It seeks to strengthen and clarify family expectations for behavior, managing family conflict and enhance the conditions that promote family bonding within the family. Sessions are interactive and skill based.

Systematic Training for Effective Parenting (STEP) is an evidence-based program which provides skills training for parents dealing with frequently encountered challenges with their children. STEP emphasizes how to handle misbehavior, discouragement, discipline, and the problems that face every parent-teen relationship. It also confronts today's more complex issues of drug use, sex, gangs, and depression. STEP promotes a more participatory family structure by fostering responsibility, independence, and competence in children; improving communication between parents and children; and helping children learn from the natural and logical consequences of their own choices. The lessons focus on how to understand child behavior and misbehavior, practice positive listening, give encouragement (rather than praise), explore alternative parenting behaviors and express ideas and feelings, develop their child's responsibilities, apply natural and logical consequences, convene family meetings, and develop their child's confidence. Parents engage in role-plays, exercises, discussions of hypothetical parenting situations, and the sharing of personal experiences.

Following the completion of the GGC/STEP program, the families (youth & parent) will participate in a three (3) hour family day filled with experiential activities designed to increase the cooperation of all family members through communication and problem solving activities. These activities help parents and youth empathize with each other and have fun together. A family meal will also be provided with discussion on the importance of eating together as a family. Per the National Center on Addiction and Substance Abuse at Columbia University, surveys have consistently found that the more often children have dinners with their parents, the less likely they are to smoke, drink or use drugs, and that parental engagement fostered around the dinner table is one of the most potent tools to help parents raise healthy, drug-free children.

Families needing additional services will be referred to appropriate programs.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

Guiding Good Choices (GGC) is for parents of children ages 9-14.
Systematic Training for Effective Parenting (STEP) targets the parents of youth 12-17 years of age.

Following the completion of the parent program the youth & parent will attend a 3 hour Experiential Family Day together.

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

Families will be referred by:
Brunswick County Department of Juvenile Justice and Delinquency Prevention
School Resource Officer/ In School Suspension
Department of Social Services
Any additional community partner with troubled youth
Parent's self-referral

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

GGC is based on research that shows that consistent, positive parental involvement is important to helping children resist substance use and antisocial behaviors. The sessions are interactive and skill based, with opportunities for parents to practice new skills and receive feedback, and use video-based vignettes to demonstrate parenting skills. Families also receive a family guide containing family activities, discussion topics, skill-building exercises, and information on positive parenting.

The goals of Guiding Good Choices (GGC) are:
•Preventing drug use within the family
•Setting guidelines and developing healthy beliefs and clear standards
•Avoiding Trouble
•Managing conflict-how to control and express anger constructively
•Involving everyone and strengthen family bonds

STEP is rooted in Adlerian psychology and promotes a more participatory family structure by fostering responsibility, independence, and competence in children; improving communication between parents and children; and helping children learn from the natural and logical consequences of their own choices. STEP teaches lessons on how to understand child behavior and misbehavior, practice positive listening, give encouragement (rather than praise), explore alternative parenting behaviors and express ideas and feelings, develop their child's responsibilities, apply natural and logical consequences, convene family meetings, and develop their child's confidence. Parents engage in role-plays, exercises, discussions of hypothetical parenting situations, and the sharing of personal experiences.

The goals of Systematic Training for Effective Parenting (STEP) are:
•Increased encouragement skills
•Increased skill in communication
•Increased skill in cooperation (parental and child)
•Increased skill in discipline
•Increased skill in choosing parenting approach
•Increase child self-esteem and confidence
•Decreased inappropriate parental behaviors in disciplining children and teens

The family day is filled with experiential activities designed to increase the cooperation of all family members through communication and problem solving activities. These activities help parents and youth empathize with each other and have fun together. A family meal will also be provided with discussion on the importance of eating together as a family. Per the National Center on Addiction and Substance Abuse at Columbia University, surveys have consistently found that the more often children have dinners with their parents, the less likely they are to smoke, drink or use drugs, and that parental engagement fostered around the dinner table is one of the most potent tools to help parents raise healthy,

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

drug-free children.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

70% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

70% Clients will demonstrate improvement in targeted skills identified in the individual service plan.

70% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

70% Clients and families will demonstrate enhanced family functioning as a result of program services.

70% Clients will have no new complaints with an offense date after the admission date.

70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

70% Parents and/or families will actively participate in skill building activities as intended by the program design/ service plan.

70% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.

70% Clients will have no new adjudications for a complaint with an offense date after the admission date.

5. Elevated Risks and Needs: *Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.*

The Brunswick County JCPC has listed the following as priorities to address: Youth association with other delinquent peers, moderate to serious behavioral problems at school resulting in poor school attendance, excessive in-school and/ or our of school suspension, parent/guardian supervision skills are reported as marginal, and family members with criminal history.

The Department of Juvenile Justice Court Counselors, Department of Social Services and Brunswick County School personnel listed priorities of services for parents/guardians and non-custodial parents of youth 9-17 years of age. There are no current services in the area that meet this reach.

Guiding Good Choices (GGC) is an evidence-based program that provides parents of children in grades 4 through 8 (9 to 14 years old) with the knowledge and skills to guide their children through early adolescence. It seeks to strengthen and clarify family expectations for behavior, enhance the conditions that promote family bonding within the family, and teach skills that allow children to resist drug use successfully.

GGC takes place as a parent participation program consisting of six 2-hour workshops. Workshops are held one evening each week for five weeks and use workbook and video-based discussion models.

Systematic Training for Effective Parenting (STEP) is an evidence-based program for parents of teens, which provides skills training for parents dealing with frequently encountered challenges with their children. STEP emphasizes how to handle misbehavior, discouragement, discipline, and the problems that face every parent-teen relationship. It also

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

confronts today's more complex issues of drug use, sex, gangs, and depression.

STEP is presented in a group format, with optimal group sizes ranging from 6 to 14 parents. The parents will be guided through eight interactive lesson, each 2 hour in length. These lessons include information on understanding child behavior, parent behavior, positive listening, giving encouragement, development of a child's responsibilities and confidence, consequences, and family meetings. Parents engage in discussions, role-plays, and share personal experiences.

The Family Day experience will provide experiential activities for the family to take initiative, make decisions, and be accountable for the results. The families will have the opportunity to engage intellectually, creatively, emotionally, socially or physically. This learning experience will provide the opportunity to learn from natural consequences, mistakes, and successes. Parents and youth will have the opportunity to reflect on the experiences through a positive environment to increase knowledge, develop skills, and clarify values.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

1. Location: *List physical address(es) and describe where program services are delivered.*

Office:
Coastal Horizons
Prevention Services
330 Shipyard Blvd., Ste B
Wilmington, NC 28412

Program:
Brunswick County School

Family Day:
Lockwood Folly Park
430 Green Swamp Rd NW
Supply, NC 28462

2. Operation: *Describe the daily/weekly schedule of program operation.*

GGC will be conducted once a week for six consecutive weeks, during the duration of the program. Sessions will begin at 6:00 pm, each 2 hours in length.

STEP will be conducted once a week for eight consecutive weeks, during the duration of the program. Sessions will begin at 6:00 pm, each 2 hour in length.

Offering two program models will ensure the needs of the community are met and the appropriate program will be offered based on the referrals received.

Programs will be held at the location listed previously. The facilities will include audio equipment, meeting rooms and tables and chairs. Drinks and light snacks will be provided to the parents.

Following the completion of the GGC/STEP program, the families (youth & parent) will participate in a three (3) hour Family Day filled with experiential activities designed to increase the cooperation of all family members through communication and problem solving activities. These programs help parents and youth empathize with each other and have fun together. A family meal will also be provided with discussion on the importance of eating together as a family.

3. Staff Positions: *Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.*

Erin Ditta, CSAPC, Prevention Coordinator has worked with Coastal Horizons Center for 17 years. Erin is a Certified Substance Abuse Prevention Consultant through the NC Substance Abuse Professional Practice Board. Erin is trained and has facilitated multiple evidence-based programs. Erin will be responsible for supervising and assisting in the organization of the program, assist with coordination and implementation of the program and overseeing the grant requirements.

Deeanna Hale-Holland, MA, CSAPC, Prevention Director has worked with Coastal Horizons Center for over 30 years. Deeanna is a Certified Substance Abuse Prevention Consultant through the NC Substance Abuse Professional

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

Practice Board. Deeanna is trained and has facilitated multiple evidence-based programs. Deeanna will assist with the supervision of the program and overseeing the grant requirements.

John Dail has worked with Coastal Horizons Center for more than 35 years. John is a Certified Substance Abuse Counselor. His role with the program will be to facilitate the GGC/STEP programs.

Meredith Ross, CSAPC< Prevention Coordinator has worked with Coastal Horizons for 19 years. Meredith is a Certified Substance Abuse Prevention Consultant through the NC Substance Abuse Professional Practice Board. Meredith is trained in the STEP curriculum and has facilitated multiple evidence-based programs. Meredith will assist with the supervision of the facilitation staff, John Dail.

Part-time prevention specialist to assist with program logistics and paperwork.

Child Care professional to provide onsite child care.

4. Service Type SPEP: *Describe implementation to include:*

Primary Service: Social Skills Training; Secondary Service: None
Evidence-Based Program Name: Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
Target Weeks: 6; Target Hours: 15

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

Referral sources include, but are not limited to Brunswick County Department of Juvenile Justice, Department of Social Services, Schools, Sheriffs Department and parent/guardian.

Admission to the program is open to any family residing in Brunswick County with youth ages 9-17. Guiding Good Choices is for any parent/guardian of a youth age 9-14 and Systematic Training for Effective Parenting is for any parent /guardian with youth 12-17 years of age.

If the referred youth is 9-11, the parent/guardian will be admitted to the Guiding Good Choices program. If the referred youth is 15-17 the parent/guardian will be admitted to Systematic Training for Effective Parenting. If the youth referred is 12-14 the parent/guardian will be admitted to Guiding Good Choices or Systematic Training for Effective Parenting, depending on the program facilitation cycle.

The only limiting factor for program referral is the age of the identified youth; identified youth must be 9-17 years of age.

Referral agents will complete the Universal JCPC Referral form and email it to the GGC/STEP program facilitator. The program facilitator will follow-up with referring agency to obtain any necessary information or additional questions regarding family needs. The program facilitator will contact families upon receipt of their referral to address any questions participants may have regarding the program, and provide date, time, and location of the program. Parents/ guardians sign a consent form; release of confidential information and HIPAA; parents complete participant information/ medical form. Client tracking forms are completed on the family entering the GGC/STEP Program and upon

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

completion of the program; a monthly progress report is completed for all participants and submitted to the referring agent until program completion.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

The program includes the curriculum sessions and Family Day.

Successful termination is when the participant completes all program activities of the GGC/STEP program.

Satisfactory termination will occur if the participant misses one or fewer program activities of GGC or two or fewer program activities of STEP.

Unsatisfactory completion will occur when the participant misses two or more program activities of the GGC program and three or more program activities of the STEP program.

Additional reasons for unsatisfactory completion will include, but not be limited to; withdraw by referral agent, family relocation, consistent disruption of program, threat to staff or other participants.

Participants will receive a certificate of accomplishment at graduation. Within one month of completion, a phone call will be made to the parent and referral agent to follow up.

How is the referring agency involved with the termination process?

Referring agencies will be notified of client compliance or non-compliance throughout the program and receive a letter of termination at the completion of the program.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

The GGC/STEP staff will regularly inform the referring agencies and community partners of upcoming sessions through emails, flyers, community meetings, etc.

The GGC/STEP staff will regularly inform the referring agency of the participant's attendance, progress, and completion of the program. Referral agents will receive a letter of client acceptance to the program and a letter of client termination.
Prevention staff will maintain regular contact with court counselors, case managers or school personnel. Parents are encouraged to contact the program for follow-up discussions as needed. Referrals come through the Juvenile Court Counselors, DSS case managers, School Principals/Counselors/SROs and other community partners and parent self-referral.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

Guiding Good Choices is based on research that shows that consistent, positive parental involvement is important to helping children resist substance use and antisocial behaviors. The sessions are interactive and skill based, with opportunities for parents to practice new skills and receive feedback, and use video-based vignettes to demonstrate parenting skills. Families also receive a family guide containing family activities, discussion topics, skill-building exercises, and information on positive parenting.

GGC takes place as a 10-hour parent participation program consisting of five, 2-hour workshops. Workshops are held one evening each week for five weeks and use workbook and video-based discussion models.

From the NREPP/SAMHSA website
https://nrepp.samhsa.gov/Legacy/ViewIntervention.aspx?id=302

From the Guiding Good Choices website:
https://www.channing-bete.com/prevention-programs/guiding-good-choices/guiding-good-choices.html

Systematic Training for Effective Parenting (STEP) provides skills training for parents dealing with frequently encountered challenges with their children that often result from autocratic parenting styles. STEP is rooted in Adlerian psychology and promotes a more participatory family structure by fostering responsibility, independence, and competence in children; improving communication between parents and children; and helping children learn from the natural and logical consequences of their own choices.

STEP is presented in a group format, with optimal group sizes ranging from 6 to 14 parents. The program is typically taught in 7 weekly, 1.5-hour study groups facilitated by a counselor, social worker, or individual who has participated in a STEP workshop. Using the STEP multimedia kit (including the Leader's Resource Guide, Parent's Handbook, DVDs, and an 11-point drug prevention educational component), the leader teaches lessons to parents on how to understand child behavior and misbehavior, practice positive listening, give encouragement (rather than praise), explore alternative parenting behaviors and express ideas and feelings, develop their child's responsibilities, apply natural and logical consequences, convene family meetings, and develop their child's confidence. Parents engage in role-plays, exercises, discussions of hypothetical parenting situations, and the sharing of personal experiences. Videos demonstrate the concepts covered each week with examples of ineffective and effective parent-child interactions.

From the NREPP/SAMHSA website
https://nrepp.samhsa.gov/ProgramProfile.aspx?id=1263

Offering two program models will ensure the needs of the community are met and the appropriate program will be offered based on the referrals received.

From the STEP Publishers website
http://www.steppublishers.com/products/stepteen-kit

GGC & STEP are not intended for therapy or treatment services, the programs are appropriate for families who could benefit from an educational program.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

Guiding Good Choices (GGC) based on research that shows that consistent, positive parental involvement is important to helping children resist substance use and antisocial behaviors. The sessions are interactive and skill based, with opportunities for parents to practice new skills and receive feedback, and use video-based vignettes to demonstrate parenting skills. Families also receive a family guide containing family activities, discussion topics, skill-building exercises, and information on positive parenting.

Systematic Training for Effective Parenting (STEP) provides skills training for parents dealing with frequently encountered challenges with their children that often result from autocratic parenting styles. STEP is rooted in Adlerian psychology and promotes a more participatory family structure by fostering responsibility, independence, and competence in children; improving communication between parents and children; and helping children learn from the natural and logical consequences of their own choices. Although STEP was designed for use with parents facing typical parenting challenges, all the studies reviewed for this summary targeted families with an abusive parent, families at risk for parenting problems and child maltreatment, or families with a child receiving mental health treatment.

SECTION V **Terms of Agreement**

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS),* and **Brunswick** County, *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **Coastal Horizons Center, Inc.** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective **Jul 1, 2021** and shall terminate **Jun 30, 2022**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount $47289 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in DPS JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's funded program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Procedures;
6. Secure local match as required, if applicable, pursuant to 14B NCAC 11B.0105, for approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to DPS JCPC Policy and Procedures for all funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC Policy and Procedures and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement, or most recently approved Program Agreement Revision;
17. Indemnify and hold harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA); *Reference: 14B NCAC 11B, and in compliance with DPS JCPC Policy 2: Operations: Program Operational Requirements*
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees;
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement. Such personnel shall not be employees of, or have any individual

contractual relationship with, DPS;

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in the Program Agreement. When independent contractors (funds are included in line item 190 of the budget) are providing services as described in the Program Agreement, the sponsoring agency must:

22. Upload a signed Contract for Professional Services into NCALLIES once the Program Agreement (or Program Agreement Revision) is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and DPS JCPC Policies and Procedures; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement or most recently approved Program Agreement Revision.

<u>The JCPC shall:</u>

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
2. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Code; N.C.G.S. §143B-801 (a);143B-602;143B-851
3. Review and locally approve Program Agreement Revision(s) received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS (applicable only to JCPC funded agencies);
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring
   Reference: 14B NCAC 11B.0202 and DPS JCPC Policy 1, 7, 8, 9, 10, and 11.

<u>The County shall:</u>

1. Ensure the Sponsoring Agency is appropriately licensed, and either local public agencies, 501(c) (3) non-profit corporations or local housing authorities (applicable only to JCPC funded agencies);
2. Use funds only for the purposes DPS has approved in the Program Agreement or most recently approved Program Agreement Revision;
3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with DPS JCPC Policies and Procedures and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and jointly submit Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.
   Reference: 14B NCAC 11B; DPS JCPC Policy 3, 7, 8, 9, 10, and 11

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.
Reference: 14B NCAC 11B.0110; DPS JCPC Policy 9. Fiscal Accounting and Budgeting: Final Accounting Process

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds DPS disbursed to the County for the Sponsoring Agency must be refunded/reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the, "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, Certification of No

Overdue Tax Debts, shall be completed by the Sponsoring Agency to certify when there are no overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time of Program Agreement submission.

Conflict of Interest – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (Form DPS 13 001) and upload the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Proof of 501(c) (3) – Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Agreement. Not for profit organizations must upload proof of the Sponsoring Agency's 501 (c) (3) status.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested in writing by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be

construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)		Fiscal Year	FY 21-22

Item #	Justification	Expense	In Kind Expense
120	(Deeanna-$34.33/per hr x 24 hours = $823.92)		$824
120	Part time staff $13.77 hour x 215 hrs	$2,961	
120	(John- $27.41/per hr x 377 hours = $10333.57) + (Erin - $23.24/ per hr x 315 hours = $7320.60)	$17,654	
180	Total Benefits (FICA, Group Insurance, Retirement, Unemployment, Workers Comp, Vacation) ---Full Time Salary ($823.92 Deeanna) x 27.9%		$230
180	Total Benefits (FICA, Group Insurance, Retirement, Unemployment, Workers Comp, Vacation) --- Full time Salary ($17654.17 Erin, John x 27.9%) + Part time Salary($2961 x 15 %)	$5,370	
220	meals and refreshments $75/session x 6 sessions x 6 cycles	$2,700	
230	Participant incentive bags $65.25 gift bags x 36 participants)	$1,881	
250	5180 Automobile expense (agency vehicle use- travel to programs/meetings)	$285	
260	Service Maintenance Contracts for office supplies (programs assigned cost)	$193	
310	5800 Travel-mileage (personal vehicle use mileage reimbursement- travel to programs/meetings)	$250	
320	5740 Telephone Fair share portion (programs assigned costs)	$387	
370	5120-Advertising Expense Fair share portion (programs assigned costs)	$6	
390	5320-Contracted Services Other- Onsite Childcare professional ($13/per hr x 36 sessions x 4 hours)	$1,872	
390	5160-Audit Expense Fair share portion (programs assigned costs)	$48	
390	Contracted Services Other- ($750/per Experiential Family Days x 6 Days)	$4,500	
390	5100-Administration charges Fair share portion (programs assigned costs)	$2,677	
390	Client transportation assistance @ $2.50/per mile -Agreed rate with Royal Cab	$1,875	
390	Contracted Services Cleaning	$166	
410	School rental for program use - waived and discounted fees - in kind formula provided by Brunswick County Schools		$10,000
410	School rental for program use ($30 x 6 sessions x 3 cycles) +	$1,410	

	($30 x 8 sessions x 3 cycles) + ($25 x 6 sessions-park rental)		
410	5680-Rent Fair share portion (programs assigned costs)	$2,265	
450	5500-Insurance Prop/Liab 5510-Insurance-Vehicle Fair share portion (programs assigned costs)	$789	
TOTAL		**$47,289**	**$11,054**

Job Title	Annual Expense Wages	Annual In Kind Wages
John Dail, Prevention Specialist, Facilitate Program	$10,334	
Deeanna Hale-Holland, Prevention Director, Program & Staff Supervision		$824
Part time Prevention specialist	$2,961	
Erin Ditta, Prevention Coordinator, Coordinate, Facilitate, & Supervise Program	$7,320	
TOTAL	**$20,615**	**$824**

SECTION VII **Program:** Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

Fiscal Year: FY 21-22 **Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	**$25,985**	**$1,054**	**$27,039**
120 Salaries & Wages	$20,615	$824	$21,439
180 Fringe Benefits	$5,370	$230	$5,600
190 Professional Services*			$0
*Contracts MUST be attached			
II. Supplies & Materials	**$5,059**		**$5,059**
210 Household & Cleaning			$0
220 Food & Provisions	$2,700		$2,700
230 Education & Medical	$1,881		$1,881
240 Construction & Repair			$0
250 Vehicle Supplies & Materials	$285		$285
260 Office Supplies and Materials	$193		$193
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services	**$11,781**		**$11,781**
310 Travel & Transportation	$250		$250
320 Communications	$387		$387
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising	$6		$6
380 Data Processing			$0
390 Other Services	$11,138		$11,138
IV. Fixed Charges & Other Expenses	**$4,464**	**$10,000**	**$14,464**
410 Rental or Real Property	$3,675	$10,000	$13,675
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding	$789		$789
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$47,289**	**$11,054**	**$58,343**

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)

FY 21-22 Brunswick County Funding ID: 510-XXXX

Sponsoring Agency: Coastal Horizons Center, Inc. Program: Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

$47,289	**DPS/JCPC Funds**	* This is the amount approved in your application	
20%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
$11,054	**Local In-Kind**	In kind donated to Coastal Horizons Center (Program facility use)	*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$58,343	**TOTAL**	$9,458	$11,054
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Chair, Juvenile Crime Prevention Council **Date**

Program Manager **Date**

North Carolina Department of Public Safety

JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 21-22	**DPS/JCPC FUNDING # (cont only)**	510-XXXX
COUNTY:	Brunswick	**AREA:**	Central Area
Multi-County:	No	**Multi-Components**	No
NAME OF PROGRAM:	Coastal ART		

SPONSORING AGENCY:	Coastal Horizons Center, Inc.			
SPONSORING AGENCY PHYSICAL ADDRESS:	615 Shipyard Blvd. Wilmington	NC	28412	
SPONSORING AGENCY MAILING ADDRESS:	615 Shipyard Blvd. Wilmington	NC	28412	
TYPE:	Non-Profit		**FEDERAL ID #**	56-0950370

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
32496	Coastal ART	Interpersonal Skill Building	$ 53,989
		Total cost of components:	$ 53,989

Program Manager Name & Address *(same person on signature page)*

Name:	Jeremy Seamon			**Title:**	Brunswick Program Director
Mailing Address:	120 Coastal Horizons Drive			**City:**	Shallotte **Zip:** 28470
Phone:	(910) 754-4515	**Fax:**	(910) 754-7997	**E-mail:**	jseamon@coastalhorizons.org

Contact Person *(if different from program manager)*

Name:	Jeremy Seamon			**Title:**	
Mailing Address:	120 Coastal Horizons Drive			**City:**	Shallotte **Zip:** 28470
Phone:	(910) 754-4515	**Fax:**	(910) 754-7997	**E-mail:**	jseamon@coastalhorizons.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Jennifer Burns			**Title:**	Financial Controller
Mailing Address:	615 Shipyard Blvd.			**City:**	Wilmington **Zip:** 28412
Phone:	(910) 790-0187	**Fax:**	(910) 790-0189	**E-mail:**	jburns@coastalhorizons.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	**COMPONENT INFORMATION**
32496	**NAME OF COMPONENT:** Coastal ART **BRIEF DESCRIPTION:** Coastal Aggression Replacement Training is a multi-modal 10-week class for youth who have moderate to serious interpersonal problem behaviors, and who as a result, have chronic suspension, expulsions, truancy, or absences from school, and/or who maintain company with negative or delinquent peers and/or who may need further mental health intervention. This program will also address non physical aggressive behaviors related to bullying behavior, teasing, and electronic media aggression.

SECTION II	COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR

Component Name: Coastal ART	Component ID # 32496
What is this component's maximum client capacity at any given time?	84

Frequency of client contact per month:	4	Anticipated Average Length of Stay:	90	Days
Total Component Cost:	$53,989 ÷ by	Estimated # to be served during funding period:	84	
Estimated Average Cost Per Youth:	$643			

Applies to continuation programs only.			
	Actual number of youth admitted FY 19-20:		33
	0	Number of admissions Juvenile Justice Referred	0% of total admissions
	0	Number of admissions Law Enforcement Referred	0% of total admissions
	0	Number of admissions District Court Referred	0% of total admissions

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Coastal ART

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

The Brunswick County JCPC indicators prioritized the following needed service for youth in Brunswick County: School Domain:Moderate to serious school behavior problems resulting in short and long term suspensions, expulsions and truancy. The SPEP category this program falls into is "Interpersonal Skill Building". According to the Brunswick County Risk and Needs Data, 69% of youth reported to have moderate to serious behavior problems (of which 43% have serious school behavior problems). This includes unexcused absences; receiving 1 or more in-school suspensions; 1 short-term suspension less than 10 days, and Serious Problems-Youth has dropped out of school or been expelled; received more than 1 short term suspension; receive 1 or more long term suspension of 10 days or more; has more than 10 unexcused absences.

Coastal Aggression Replacement Training will address Interpersonal Skill Building, and also address targeted service gaps for youth with ongoing mental health needs. Role playing activities will provide examples of effective situation response. The current Needs Assessment indicates that a high number of youth referred to DJJDP and DSS have a multi-generational history of family criminality, indicating a lack of exposure to pro-social skill building, which this program provides.

This program fits in the overall continuum of care for Brunswick County by providing a skills based training for adolescents who can be diverted from the Juvenile Probation and juvenile charges for violent acts if they learn appropriate methods of dealing with anger, and difficult social situations, and can be productive in their school settings.

The Coastal ART program will provide an estimated 84 youth very focused training for adolescents with behavior disruptive enough to gain the attention of school and legal authorities. This program is also designed to target high risk factors for gang involvement including pro-criminal attitudes, and early aggressive and disruptive behavior. Coastal Horizons may refer youth presenting with other types of problems to other Coastal Horizons programs, including substance abuse treatment, in school therapy, or family therapy if appropriate.

Referrals will be obtained directly from schools, and parents, DSS, and Court Counselors. ART classes will primarily take place at school sites-during school hours.

Coastal ART will work with youth to develop a change in behavior and improve school and social functioning, through skill building focused classes.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

Coastal ART Brunswick will serve school students ages 10 to 17 who reside in Brunswick County, NC. The target population is youth who violate school policy through aggressive, acting out behavior or interpersonal difficulties, including aggressive behaviors, unruly behavior, and bullying. This is a class targeted toward correcting emotional and or behavioral concerns underlying delinquency.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The goals of the Coastal Aggression Replacement Training will be to:
1.Improve skills and abilities of participants to manage emotions, and diminish aggressive behaviors through targeted

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Coastal ART

practice and role play of important skills, and training to identify and manage anger, and develop options to aggressive acting out;
2. Improve social maturity level of participants through raising level of fairness, empathy, justice, and concern for the needs and rights of others through exposure to a series of moral dilemmas in group discussion context.
3.The overall objective of the program will be to provide a successful intervention in the lives of school students ages 10-17 who are at risk for involvement in the Juvenile Justice System because of poor self control and marginal skills in social situations.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

85% Clients will have no new complaints with an offense date after the admission date.

90% Clients will have no new adjudications for a complaint with an offense date after the admission date.

90% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

90% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.

80% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

80% Clients will demonstrate improvement in targeted skills identified in the individual service plan.

5. Elevated Risks and Needs: *Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.*

Coastal Aggression Replacement Training will address the risk and service gaps in services for:
1) Youth who associate with delinquent peers;
2) Youth who have school behavior issues and and who need further assessing and/or treatment; and,
3) Youth with moderate to severe school problems.

CHC-B will address all of the above service gaps identified in the needs assessment - including identification of social skills deficits, targeted training to improve social skills deficits, and anger management through participation in a 10-week training experience. The model used is an Evidence Base Program, Aggression Replacement Training which has been used effectively in juvenile detention facilities and juvenile treatment programs since 1978 to build skills and develop moral reasoning in youth with poor emotional management histories. It has found widespread use in schools, delinquency centers and other agencies concerned with the reduction of school violence and aggression by youths in the community and elsewhere.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Coastal ART

1. Location: *List physical address(es) and describe where program services are delivered.*

Coastal ART classes take place at six (6) to eight (8) different school based locations in Brunswick County or at an alternate school site if there is a discerned need.
The school sites include but are not limited to: Shallotte Middle School, Leland Middle School, South Brunswick Middle School, Waccamaw School, Cedar Grove Middle School, North Brunswick High School, South Brunswick High School, and West Brunswick High School. Other schools may be targeted for inclusion if they meet criteria, including Brunswick Elementary Schools. These Schools must be located in Brunswick County.

The hours of operation of the agency are Monday through Friday 8:00 AM to 5 PM . The program will operate during school hours between 7:30 AM and 3:30 PM at school sites-but may be adjusted to accommodate student and family needs. Scheduling of groups may vary depending on the school schedule. Schools have been able to integrate this program during the school day and this has been ideal for meeting family transportation needs.

2. Operation: *Describe the daily/weekly schedule of program operation.*

Hours of operation of the program would follow Brunswick County School Schedule Days and hours for operation. Scheduling of groups will be on weekdays.Times of the groups would vary according to school schedules and transportation availability at each school site.

3. Staff Positions: *Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.*

ART program staff will be 1 or more part-time masters level clinicians trained in the mental health field and/or licensed or certified by the North Carolina Substance Abuse Professional Practice Board,

This counselor or counselors will be directly supervised by the Brunswick Assistant Program Director who will also act to assist with coordination of services, referrals, oversight of administrative tasks, monitoring, attend all JCPC meetings, and act as a liaison with the JCPC Area Consultant and JCPC Board as well as School Administration. Brunswick AD will engage in community outreach as needed and be available for questions and concerns from parents and or school staff.

The Program Director of the Coastal Horizons-Brunswick office will oversee clinical and administrative functions of the Coastal ART program, including ensuring fidelity, yearly and quarterly budget, oversight of measurable objectives and SPEP, and will act as a liason along with Brunswick AD with the JCPC board in any capacity as needed.

All program staff involved with ART, are formally trained in this evidence based model.

Other staff involved in the operation of this program, but whose salary is used as in kind only include:

The Vice President of Clinical Services will serve as Program Manager. He will provide reporting and expenditure oversight. He holds a license in Substance Abuse Counseling, and has supervisor certification (LCAS / CCS) with over thirty (35) years of experience in the field.

The CFO of Coastal Horizons Center will track financial expenditures and develop financial reports for the program. He has training in accounting and business management.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Coastal ART

Agency interns and volunteers are students completing studies in a human services field, and have been screened and cleared for criminal, financial, and driving offenses. Volunteers are utilized as clinical treatment assistants.

4. Service Type SPEP: *Describe implementation to include:*

Primary Service: Social Skills Training; Secondary Service: None

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

Referral may be made by school official, parent, DSS worker, Court Counselor , or other JCPC Program and will be screened by program staff to determine if appropriate for Aggression Replacement Training classes. 7-8 classes will be run throughout the school year. Classes will run for 10 weeks successively. Classes will be closed to new admissions after the second group.

An appropriate referral would be a youth between the ages of 10- 15 who presents with a history indicating previous school or criminal justice related problems involving poor emotional management, or a history of non-improvement despite previous attempts to correct behavior problems such as Teen Court or diversion plans. Contact will begin with an assessment of skills deficits as reported by participant, school, parent, and/or other referral source.

JCPC Coastal ART will only admit juveniles who have not reached their 18th birthday.
Clients are referred due to behaviors such as aggressive acting out, challenging behavior, fighting, poor social coping, and limited social interaction skills. Youth with history of previous inpatient mental health or chemical dependency treatment, suicidality, violent offenses, or those determined to need a higher level of care may be redirected to other suitable treatment services.

JCPC Coastal ART will enter client tracking admission data into NCALLIES within seven (7) days of the admission decision.
JCPC Coastal ART will provide a response to referring agencies regarding an admission decision within ten (10) business days of receipt of referral.
JCPC Coastal ART will create and maintain a participation agreement prior to juveniles receiving program services that must be signed by the program provider, juvenile, and parent(s)/legal guardian(s). All elements of the participation agreement are dictated by the specific needs of the juvenile. This agreement shall include but not limited to:
i.Name of sponsoring agency (Coastal Horizons) and program name (JCPC Coastal ART)
ii.Program guidelines, requirements, and projected completion dates
iii.Consents signed by the program provider, juvenile, and parent(s)/legal guardian(s).
iv.Specific requirements of the parent(s) legal guardian(s)
v.Results of any non compliance with program guidelines

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

A completion will be deemed...

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Coastal ART

• Successful Completion/Termination when, after participation in 9 out of a possible 10 classes, the youth has met the goal of no new school rule violations, and has demonstrated an improvement in ability to self manage emotions and behavior as reported by self, family, school and referral source (if other than those listed) and adolescents will demonstrate improvement on social skills assessment/anger management skills assessment on the 10th week.

• Satisfactory Completion/Termination will be attained by participation in 7 out of 10 possible sessions, and when the youth meets two out of three of the other goals (no new school rule violations, and demonstration of an improvement in ability to self manage emotions and behavior as reported by self, family and referral source, demonstrating improvement on final skills assessment on the 10th week).

• Unsuccessful Completion will be either completion of fewer than 7 sessions, or continuing to have difficulty in more than one skill area. If the youth accepts a higher level of care and completes, then this will be a Satisfactory Completion.

* Non-compliant Termination will be declared for non-attendance. Telephone contacts will be attempted following each unexcused absence to encourage clients to attend sessions. After 3 continuous weeks of no contact, a client will be terminated.

JCPC Coastal ART will complete/maintain a written termination form and additionally will follow all Coastal Horizons policies related to termination of clients.

JCPC Coastal ART will enter client termination data in NCALLIES within seven (7) days of the termination decision.

JCPC Coastal ART will complete a written termination within 10 business days for all juveniles terminated from the program and submit a written copy to parent(s)/legal guardian(s), Court Services (if applicable), placed in the juvenile file, and other referring entities as appropriate. The termination form will include:
i.Activities, results, and recommendations.
ii.Last date of program contact
iii.Names of persons and agencies receiving notice of a juvenile's termination
iv.Name of program staff person completing documentation
v.Reason for termination

JCPC Coastal ART shall not terminate any juvenile's program services for reasons listed above without prior direct oral or written communication with the referring agency.

How is the referring agency involved with the termination process?

Formal releases will be in place for all referring agencies. The referring agency, usually the school, will be provided frequent reporting of progress toward goals throughout, by means of a monthly report to the referral source. In the event that problems arise, especially if the problems could result in less than successful completion, more frequent contact would be made. The referring agent would be both notified and involved in decisions involving changes to the plan. The referring agent will be notified of completion status of participant whenever a completion or termination occurs, via a certificate stating accomplishment or letter of discharge.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Coastal ART

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

The referring agency (school, parent, court counselor) is informed of the participant's initial contact, admission assessment, recommendations, attendance, progress and completion of the program. Upon completing the assessment, the referring agent is notified regarding the assessment recommendations, and skill deficits identified. A monthly progress report is provided to referring agents, as well as ongoing communications as needed for good collaboration.

Upon termination, the referring agency is contacted and provided a copy of the completion, and skills acquired from the class. Parents are encouraged to contact the program for follow up discussions or referrals as needed.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

Coastal ART is a multi-modal 10-week class for youth who have moderate to serious school , family or community behaviors , and who as a result have experienced chronic suspension, or absences from school, and/or who maintain company with delinquent peers and/or who may need further mental health intervention.
The program utilizes Aggression Replacement Training methods, an evidence based program recognized by DJJDP for work with youth presenting with deficits in interpersonal skills, to alter the behavior of chronically aggressive youth, or youth with poor social coping skills.

Each 2-hour class of the 10-week series will focus on a critical skill to be mastered. These areas will include:

1.Social Skill building (Beginning and Advanced Social Interaction Skills, Skills for dealing with feelings, Alternatives to aggression, Skills for dealing with stress, Planning skills)

2.Anger Control Training (Identifying triggers, Identifying Cues, Using reminders, Using reducers, Using self evaluation)

3.Moral Reasoning Skills (social problem solving skills) (discussions of scenarios' which pose moral dilemma)

This program utilizes completion of worksheets and logs between sessions to reinforce learning, and extensive role play exercises to practice skills.

Behavior deficits which have been identified will be focused on with greater intensity until mastered. Parents will be involved through assisting with homework assignments, worksheets and practice exercises (rehearsals, hassle log, developing lists of optional replacement behaviors, etc.)

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

Aggression Replacement Training is a cognitive behavioral training program to help children and adolescents improve social skill competence and moral reasoning, better manage anger, and reduce aggressive behavior. The program specifically targets chronically aggressive children and adolescents. Developed by Arnold P. Goldstein and Barry Glick, ART has been implemented in schools and juvenile delinquency programs across the United States and throughout the world. The program consists of 10 weeks (20 hours) of proficiency training, and is divided into three components—

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Coastal ART

social skills training, anger-control training, and training in moral reasoning. Incremental learning, reinforcement techniques, and guided group discussions enhance skill acquisition and reinforce the lessons in the curriculum.
The program relies on repetitive learning and transfer training techniques to teach participants to control impulsiveness and anger so they can choose to use more appropriate pro-social behaviors. In addition, guided group discussion is used to correct antisocial thinking.
The rationale behind the program is to equip youth with whatever is needed to behave in constructive, non-aggressive, and still-satisfying ways in school, at home, and in the community. Many youths are skilled in fighting, bullying, harassing, and manipulating others. However, they frequently have inadequate skills in more socially desirable behaviors such as negotiating differences, dealing appropriately with accusations, and responding effectively to failure, teasing, rejection, or anger. ART was designed to intervene in such antisocial behavioral excesses and pro-social behavioral deficits. This program has been used for over 30 years in schools, community agencies, juvenile institutions and other settings. ART is recognized as an evidence based program by the National Center for Mental Health Promotion and Youth Violence Prevention and is listed as a best practice model by OJJDP. Five CHC Brunswick Staff are formally trained in ART.

SECTION V **Terms of Agreement**

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS),* and **Brunswick** County, *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **Coastal Horizons Center, Inc.** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective **Jul 1, 2021** and shall terminate **Jun 30, 2022**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount $44990 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in DPS JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's funded program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Procedures;
6. Secure local match as required, if applicable, pursuant to 14B NCAC 11B.0105, for approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to DPS JCPC Policy and Procedures for all funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC Policy and Procedures and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement, or most recently approved Program Agreement Revision;
17. Indemnify and hold harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA); *Reference: 14B NCAC 11B, and in compliance with DPS JCPC Policy 2: Operations: Program Operational Requirements*
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees;
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement. Such personnel shall not be employees of, or have any individual

contractual relationship with, DPS;

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in the Program Agreement. When independent contractors (funds are included in line item 190 of the budget) are providing services as described in the Program Agreement, the sponsoring agency must:

22. Upload a signed Contract for Professional Services into NCALLIES once the Program Agreement (or Program Agreement Revision) is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and DPS JCPC Policies and Procedures; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement or most recently approved Program Agreement Revision.

<u>The JCPC shall:</u>

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
2. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Code; N.C.G.S. §143B-801 (a);143B-602;143B-851
3. Review and locally approve Program Agreement Revision(s) received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS (applicable only to JCPC funded agencies);
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring
   Reference: 14B NCAC 11B.0202 and DPS JCPC Policy 1, 7, 8, 9, 10, and 11.

<u>The County shall:</u>

1. Ensure the Sponsoring Agency is appropriately licensed, and either local public agencies, 501(c) (3) non-profit corporations or local housing authorities (applicable only to JCPC funded agencies);
2. Use funds only for the purposes DPS has approved in the Program Agreement or most recently approved Program Agreement Revision;
3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with DPS JCPC Policies and Procedures and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and jointly submit Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.
   Reference: 14B NCAC 11B; DPS JCPC Policy 3, 7, 8, 9, 10, and 11

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.
Reference: 14B NCAC 11B.0110; DPS JCPC Policy 9. Fiscal Accounting and Budgeting: Final Accounting Process

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds DPS disbursed to the County for the Sponsoring Agency must be refunded/reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the, "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, Certification of No

Overdue Tax Debts, shall be completed by the Sponsoring Agency to certify when there are no overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time of Program Agreement submission.

Conflict of Interest – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (Form DPS 13 001) and upload the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Proof of 501(c) (3) – Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Agreement. Not for profit organizations must upload proof of the Sponsoring Agency's 501 (c) (3) status.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested in writing by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be

construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Coastal ART		Fiscal Year	FY 21-22

Item #	Justification	Expense	In Kind Expense
120	Staff Therapist ($24 x 20 hrs/wk X 43 wks)	$20,640	
120	CFO 2 hour per week X $30 per hour X 43 weeks	$2,580	
120	Program Supervisor(Brunswick Director) 2 hr per wk X $32 per hour X 43 wks	$2,752	
120	Counselor/Coordinator ($28 x 12 hr/wk X 43 weeks)	$14,448	
120	Program Manager (VP of Clinical Services) (2 hour per week X 43 weeks x $45)	$3,870	
180	Therapist fringe (FICA, Group Insurance, Retirement, Unemployment, Workers Comp) 0.01% of Payroll expense		$42
180	Counselor/Coordinator fringe (FICA, Group Insurance, Retirement, Unemployment, Workers Comp) 67% of Payroll expense		$7,873
260	Office Supplies (copier paper, ink; pens, markers, easel paper, etc)	$700	
310	travel to school sites (114 round trips to school at an average of 25 miles .38 = 114 X 25 X.38)		$1,084
TOTAL		**$44,990**	**$8,999**

Job Title	Annual Expense Wages	Annual In Kind Wages
Staff Therapist	$20,640	
Counselor/Coordinator	$14,448	
CFO	$2,580	
Program Supervisor	$2,752	
Program Manager (VP of Clinical Services)	$3,870	
TOTAL	**$44,290**	

SECTION VII **Program:** Coastal ART

Fiscal Year: FY 21-22 **Number of Months:** 10

	Cash	In Kind	Total
I. Personnel Services	**$44,290**	**$7,915**	**$52,205**
120 Salaries & Wages	$44,290		$44,290
180 Fringe Benefits		$7,915	$7,915
190 Professional Services*			$0
*Contracts MUST be attached			
II. Supplies & Materials	**$700**		**$700**
210 Household & Cleaning			$0
220 Food & Provisions			$0
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials	$700		$700
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services		**$1,084**	**$1,084**
310 Travel & Transportation		$1,084	$1,084
320 Communications			$0
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising			$0
380 Data Processing			$0
390 Other Services			$0
IV. Fixed Charges & Other Expenses			**$0**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding			$0
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$44,990**	**$8,999**	**$53,989**

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)

FY 21-22 Brunswick County Funding ID: 510-XXXX

Sponsoring Agency: Coastal Horizons Center, Inc. Program: Coastal ART

$44,990	**DPS/JCPC Funds**	* This is the amount approved in your application	
20%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
$8,999	**Local In-Kind**	Coastal Horizons Center	*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$53,989	**TOTAL**	$8,998	$8,999
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Chair, Juvenile Crime Prevention Council **Date**

Program Manager **Date**

North Carolina Department of Public Safety

JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 21-22	**DPS/JCPC FUNDING # (cont only)**	510-XXXX
COUNTY:	Brunswick	**AREA:**	Central Area
Multi-County:	No	**Multi-Components**	No
NAME OF PROGRAM:	Brunswick County Restitution and Community Service Program		

SPONSORING AGENCY:	Brunswick County Cooperative Extension Office			
SPONSORING AGENCY PHYSICAL ADDRESS:	25 Referendum Drive Bolivia	NC	28422	
SPONSORING AGENCY MAILING ADDRESS:	PO Box 109 Bolivia	NC	28422	
TYPE:	Public		**FEDERAL ID #**	56-1868622

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
32349	Brunswick County Restitution Program	Restitution/Community Service	$ 85,816
		Total cost of components:	$ 85,816

Program Manager Name & Address *(same person on signature page)*

Name:	Morgan King		**Title:**	County Extension Director	
Mailing Address:	NC Cooperative Extension PO Box 109		**City:**	Bolivia	**Zip:** 28422
Phone:	(910) 337-3011 Ext:2597	**Fax:** (910) 253-2612	**E-mail:**	Mhking3@ncsu.edu	

Contact Person *(if different from program manager)*

Name:	Lois Jackson		**Title:**	Program Coordinator	
Mailing Address:	PO Box 109		**City:**	Bolivia	**Zip:** 28422
Phone:	(910) 253-2610	**Fax:** (910) 253-2612	**E-mail:**	ext.restitution@brunswickcountync.gov	

Program Fiscal Officer *(cannot be program manager)*

Name:	Julie Miller		**Title:**	Director of FIscal Operations	
Mailing Address:	PO Box 249		**City:**	Bolivia	**Zip:** 28422
Phone:	(910) 253-2070	**Fax:** (910) 253-2070	**E-mail:**	julie.miller@brunswickcountync.gov	

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	**COMPONENT INFORMATION**
32349	**NAME OF COMPONENT:** Brunswick County Restitution Program **BRIEF DESCRIPTION:** This type of program provides opportunities for juveniles to be accountable for their actions to the community and/or victim(s) through performing supervised community service work and/or a monetary payment within the timeline stipulated in the court order, terms under a Teen Court/Peer Court agreement, or diversion contract, through direct supervision of program staff.

SECTION II	COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR

Component Name: Brunswick County Restitution Program	Component ID # 32349
What is this component's maximum client capacity at any given time?	150

Frequency of client contact per month:	4	Anticipated Average Length of Stay:	90	Days
Total Component Cost:	$85,816 ÷ by	Estimated # to be served during funding period:	150	
Estimated Average Cost Per Youth:	$572			

Applies to continuation programs only.			
	Actual number of youth admitted FY 19-20:		85
	18	Number of admissions Juvenile Justice Referred	21.18% of total admissions
	0	Number of admissions Law Enforcement Referred	0% of total admissions
	5	Number of admissions District Court Referred	5.88% of total admissions

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Brunswick County Restitution Program

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

According to the most recent NCDJJDP Databook for Brunswick County (2018), there were 213 Juvenile complaints with a delinquent rate of 14.41 per 1000 age 6-15 with 282 JCPC Youth Served that year. Juveniles who were placed on diversion contracts or ajudicated delinquent or undisciplined were considered to have committed minor offense which resulted in a Level l or ll court sanction for community service or restitution.

These youth need a program that teaches life skills, models appropriate behavior, provides a professional relationship with caring adults, and meets the requirements for court sanctions.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

The target population is juveniles ages 7-17 (effective Dec 1, 2019 Rise The Age will adjust this target population to allow for older youth). Juveniles 11 and older are appropriate for supervised work groups for community service hours or to earn restitution. Juveniles 10 and younger will have age appropriate assignments on a case-by-case basis with program staff.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The program seeks to:

provide weekly opportunities for clients to complete their assigned restitution and/or community service at our permanent location in Bolivia, and offsite locations throughout the county. This arrangement meets the needs of clients who must fulfill their court sanctions, as well as the needs of their families, many of whom face transportation challenges.

In addition the program attempts to teach referred clients they are accountable for their actions, that there are repercussions for poor decision making. The goal is to decrease recidivism, and to teach life lessons, as well as, a variety of skills.

An On-site location at the Brunswick County Botanical garden, facilitates teaching horticultural skills to clients. Clients may report on Saturday mornings from 8 am until 12 noon, without prior date commitment. This site has additional staff and volunteers, allowing for a greater number of youth to be supervised. Clients are directed to work on, and complete tasks set for them under the supervision of staff and volunteers. These tasks are, for the most part, educational in nature such as planting, pruning, weeding, and, have involved small construction projects. These horticulture skills can serve our clients in a possible landscape career or at their own homes in the future. Client labor results in beautifying their Botanical Gardens. The garden is available for enjoyment to the general public. It has been the site of weddings, meetings and luncheons.

Our Off- Site locations, stretch from Calabash to Leland, and serve to support families with transportation difficulties. These sites provide a range of opportunities for our clients, provide help to community based services and expose clients to various experiences. Last year, the Off-Site locations included at least a dozen different project locations. Activities typically fall on weekends, but can occur when school is not in session. Programs can be scheduled on any day of the week, and at locations near client homes, allowing more opportunities for the clients to complete their hours

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Brunswick County Restitution Program

in a timely manner.

Finally, this program seeks to provide positive behavior changes through interactions with our staff and volunteers. We encourage our participants to complete tasks, and they are given positive reinforcement. They are congratulated and thanked for jobs well done. On occasion clients are instructed to correct /repeat tasks if not completed to a satisfactory level. They are held to a standard of behavior during their time in our programs, and correction is applied when deemed necessary. Participants can view the achievements of their labors when they finish and observe their accomplishments, whether they worked in the garden, a fire house or a food pantry.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

95% Clients will demonstrate accountability by actively participating in restitution/community service activities.

90% Clients will have no new adjudications for a complaint with an offense date after the admission date.

85% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

85% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.

85% Clients will have no new complaints with an offense date after the admission date.

85% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

85% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

5. Elevated Risks and Needs: *Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.*

The Brunswick County Restitution and Community Service Program serves youth that are at the low to medium risk level of re-offending by providing the juveniles an opportunity to be held accountable for their actions. The Program Staff and adult volunteers will work directly with the juveniles while they are completing their community service and/or restitution hour obligations. Staff and volunteers will provide education, guidance, support and encouragement with the goal being, improved behaviors at home, in school, as well as, in the community. The goal is to learn to make better decisions and choices.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Brunswick County Restitution Program

1. Location: *List physical address(es) and describe where program services are delivered.*

The facility is located on the west side of the Brunswick County Government Complex. The program manager's office is located within Building N, which houses NC Cooperative Extension staff and programs. The facility includes a Botanical garden, greenhouses, vegetable gardens, and plant propagation areas.

Off-site opportunities have been offered to program clients since 2014. These locations are determined based on identified needs in the community and where current clients reside (to reduce transportation issues for families) . Off-site programs are most heavily run in Leland, Southport, Shallotte, and Ocean Isle, with new locations being sought by the off-site coordinator as needed, based on client geography.

2. Operation: *Describe the daily/weekly schedule of program operation.*

The Restitution and Community Service Program provides direct supervision of juvenile clients that are assigned to complete community service and/or restitution. The On-site program operates every Saturday (except for school/ county holiday weekends) during the hours of 8am-12pm in Bolivia.

Our Off-site program works at additional locations that are prearranged by our Off-site Coordinator. These can occur weekly throughout the year on Saturdays, and on days on which students are out of school. Staff and juveniles will convene at the alternate location to complete assigned tasks. The location will be determined ahead of time based on program needs. (Some of the locations involve assisting at a food pantry with stocking shelves, filling orders and placing food in bags, and carrying bags to clients' vehicles; cleaning fire houses, including the vehicles, kitchens, offices, bathrooms, service bays, etc.). This Off-site program does assist in accommodating clients' needs (geographic distribution, deadlines, etc.). and focuses on career skill building and community involvement.

Intake interviews occur when staff are available during the week, or on Saturdays when the participants report for their hours. Intakes are also conducted during the monthly Teen Court session, when staff members are present, and can conduct the intakes as soon as a youth is assigned restitution or community service by their jury. The Cooperative Extension building (located in Building N at the Government Complex) houses the staff members; this office is open Monday through Friday from 8:30 am to 5:00 pm and telephone messages and emails can be left for the staff to return calls at a later time. At this time, the Program Manager is primarily in the office Monday,and Thursday, from 8:30 am to 1:00 pm, and Saturdays from 7:30 to 1:00pm. It should be noted that these hours are somewhat flexible and are adjusted to accommodate scheduled meetings outside those times. All client calls are returned at the earliest available time.

3. Staff Positions: *Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.*

The Restitution and Community Service Program has three part-time paid positions which are the Program Coordinator, the Program Youth Activities Director and Off-site Activities Director; along with contributions provided by volunteers through the Extension Master Gardener volunteer organization, and Program Manager/Extension Director.

The Program Manager/Extension Director (In-Kind). The Program Manager is responsible to: 1-Provide direct oversight of program operation & program staff; 2-Ensure the JCPC funded program adheres to operational procedures; 3-Maintain program effectiveness and staff participation in local JCPC related activities; 4-Cooperate with Department Area Consultant during monitoring and evaluation activities.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Brunswick County Restitution Program

Program Coordinator. The Program Coordinator is responsible for working with referred juveniles directed to pay restitution to victims or earn community services hours.They are responsible for maintaining records in compliance with JCPC regarding the juveniles, including, but not limited to documenting participation in the program, reporting weekly activities to referring agencies, payment of restitution to victims, and documentation of case status to referring agency and parents/guardians. They attend all required meetings.

Program Youth Activity Director directly supervises the youths, assists in reports to both the referring agencies & parents.

Off-Site Activities Director. Their responsibilities will include coordinating and managing off-site locations, with direct supervision of youth. The off-site locations will be held throughout the county, to allow for variable activities, days/ hours for youth and families.

Program Activity Assistants: Extension Master Gardener Volunteers (EMGV) Staff (In-kind contribution): A team of volunteers trained in horticulture /construction. They assist staff w/ supervision of youth. These volunteers work on Saturdays during program hours. We average 3 volunteers each Saturday.

4. Service Type SPEP: *Describe implementation to include:*

Primary Service: Restitution / Community Service; Secondary Service: None

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

The timeline between the date of the referral and admissions into the program will not exceed 30 days. The referring agency will complete a NC DPS Juvenile Justice/JCPC Referral form in order to enroll the juvenile, and have them participate in the program. Referrals will be received from Juvenile Court Services, Teen Court or Peer Court, and law enforcement agencies. The program staff will review the referral and reply to the referring agency accepting said referral, within 15 business days. Contact will be made to the family within 10 days of receiving the referral. The purpose of this contact is to reach out to the family and encourage them to bring the youth in for the Intake interview and explain our program.
The Referral agencies whom we work with are familiar with our admissions criteria. The children in our program are traditionally between the ages of 7 and 18 and have been accused of committing an offence which would constitute a crime. They are currently residing in Brunswick County.
The intake interview will occur in Building N at the Brunswick County Government Complex on Saturday mornings (usually starting at 7:30am-7:45am) during scheduled weekends. In addition,Teen Court case Intakes can be completed at their scheduled Teen Court trial date.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

The program staff, within 10 business days of a successful or unsuccessful termination,will submit a completed copy of the program's termination letter. The form provides : name of referring agency, the juveniles name, dates that juvenile worked, last date of contact, and reason for termination. An original copy is sent to the referring agency, and another

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Brunswick County Restitution Program

original mailed to the parent(s)/legal guardian(s). Copies of the termination notification will be placed in the juvenile's file.

The possible termination reasons are as follows:

1) Successful Completion: Indicates a high level of juvenile participation,

2) Satisfactory Completion: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not complete all the program activities and did not meet all behavior goals.

3) Unsuccessful Completion: Failure to meet the specific goals and requirements described in the participation agreement or make sufficient progress in the program.

4) Non-Compliance: Unexcused absences or refusing to participate in treatment activities. The referring agency will provide a written notification to program that instructs the Program Coordinator to terminate the case. In some cases, it is possible that the program staff members decides that they can no longer work with a juvenile, for discipline difficulties, or safety reasons, so referring agency will be notified of the decision to terminate the juvenile.

Examples of reasons for unsuccessful case terminations:
Criminal activity during program: vandalism, theft, misuse of county property, etc.
Continued defiance of directives from staff and volunteers
Repeated violations of rules;
Violations of safety rules

How is the referring agency involved with the termination process?

Each week a report is faxed to Juvenile Justice and Teen Court, both referring agencies, regarding client attendance for the week, noted case closings, and a brief discription of activities during the event. Contacts (phone calls or emails) are made to pertinent staff regarding their case referrals if incidents (good or bad) should occur during program.

Peer Court directors are called by staff, weekly being provided the pertinent information on their referred clients , whether they attended program that week or failed to appear.

Parents/guardians are mailed a termination form, and a copy sent to the referring agency, and a copy kept in the clients' closed files.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

The program coordinator is in contact continually, via email, and/or by telephone. On occasion, we do meet with Juvenile Justice staff in person. FYI: They are the 13th Judicial District.

Monthly, staff will interact with the Teen Court staff at JCPC meetings, and/or Teen Court. Weekly attendance reports are sent to Teen Court. If any concerns arise regarding a client during the week, staff will contact the Teen Court Director, at the earliest available day.
Peer Court staff are contacted via phone weekly, or by e-mail, as long as they have clients enrolled in our program. We will provide progress reports on their referrals' attendance, and behavior.

A 6-month program schedule is provided for all referring agencies, as well as with clients during their in-take. The schedule provides upcoming On-site opportunities for restitution/community service. Also, the name and phone contact

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Brunswick County Restitution Program

information for our Off-site Coordinator, is provided on the schedule. There is not a printed calendar of events for Off-site due to the varying nature and location. The coordinator will make and receive phone contacts, coordinating site and time information for clients and their parent or guardian.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

All program staff and volunteers are expected to confront and correct inappropriate behavior, to redirect it into positive outcomes during the work session. Juveniles are counseled on appropriate behavior and the impacts of their actions.

Notations are made on client's staff note sheet kept in their folder, to document successes as well as any problems/ incidents. Additionally, when clients are picked up at the end of the work session, the youth activities director addresses any problem(s) with the client's parent/guardian if deemed necessary. In some cases, a client may be sent home early and no credit will be given for that day. If incident is deem severe, staff will notify the referring agency representative via phone on the next business day.

If a problem is severe or continues, the program coordinator or activity director will contact the client's referring agency to discuss the client's behavior, and ask them to take further action.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

The OJJDP Model Program guides suggest that Restorative justice is a theory of justice that emphasizes repairing the harm caused by criminal behavior. Practices and programs reflecting restorative purposes will respond to crime by 1) identifying and taking steps to repair harm, 2) involving all stakeholders, and 3) transforming the traditional relationship between communities and government in responding to crime. The goal of restorative justice is to bring together those most affected by the criminal act—the offender, the victim, and community members—in a nonadversarial process to encourage offender accountability and to meet the needs of the victims to repair the harms resulting from the crime (Bergseth and Bouffard 2007). There are several models of restorative justice: however, they all share common features, including an emphasis on community-based sanctions, a nonadversarial and informal process, and decision-making by consensus (Bergseth and Bouffard 2007).

While most approaches to juvenile justice concentrate on punishing or treating delinquent youths, the restorative justice process seeks to repair the harm by involving the entire community in rehabilitating offenders and holding them accountable for their behavior. In the traditional juvenile justice system, professionals ask questions such as what laws have been broken or what punishment does the offender deserve? Under the restorative justice model, questions are framed differently, asking: What is the nature of the harm resulting from the crime? What needs to be done to repair the harm? (National Center for Mental Health Promotion and Youth Violence 2009). By bringing together victims, offenders, families, and other key stakeholders in a variety of settings, restorative justice helps offenders understand the implications of their actions and provides an opportunity for them to become reconnected to the community.

From a restorative justice perspective, rehabilitation cannot be achieved until the offender acknowledges the harm caused to victims and communities and makes amends (Bazemore and Umbreit 1997). Therefore, restorative justice programs are generally voluntary in nature and require offenders, if they are to participate, to admit responsibility for the illegal act.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Brunswick County Restitution Program

The Brunswick County Restitution and Community Service Program offers offenders the chance to repair the harm they may have caused through positive work experiences in a horticultural setting, or in a not-for-profit community program, and given an opportunity to connect with adult role models in the program to begin reconnecting with their community.

SECTION V **Terms of Agreement**

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS),* and **Brunswick** County, *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **Brunswick County Cooperative Extension Office** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective **Jul 1, 2021** and shall terminate **Jun 30, 2022**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount $63125 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in DPS JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's funded program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Procedures;
6. Secure local match as required, if applicable, pursuant to 14B NCAC 11B.0105, for approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to DPS JCPC Policy and Procedures for all funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC Policy and Procedures and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement, or most recently approved Program Agreement Revision;
17. Indemnify and hold harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA); *Reference: 14B NCAC 11B, and in compliance with DPS JCPC Policy 2: Operations: Program Operational Requirements*
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees;
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement. Such personnel shall not be employees of, or have any individual

contractual relationship with, DPS;

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in the Program Agreement. When independent contractors (funds are included in line item 190 of the budget) are providing services as described in the Program Agreement, the sponsoring agency must:

22. Upload a signed Contract for Professional Services into NCALLIES once the Program Agreement (or Program Agreement Revision) is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and DPS JCPC Policies and Procedures; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement or most recently approved Program Agreement Revision.

<u>The JCPC shall:</u>

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
2. Comply with DPS JCPC Policy and Procedures and the North Carolina Administrative Code; N.C.G.S. §143B-801 (a);143B-602;143B-851
3. Review and locally approve Program Agreement Revision(s) received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS (applicable only to JCPC funded agencies);
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with DPS JCPC Policy 3. Operations: Program Oversight and Monitoring
   Reference: 14B NCAC 11B.0202 and DPS JCPC Policy 1, 7, 8, 9, 10, and 11.

<u>The County shall:</u>

1. Ensure the Sponsoring Agency is appropriately licensed, and either local public agencies, 501(c) (3) non-profit corporations or local housing authorities (applicable only to JCPC funded agencies);
2. Use funds only for the purposes DPS has approved in the Program Agreement or most recently approved Program Agreement Revision;
3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with DPS JCPC Policies and Procedures and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and jointly submit Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.
   Reference: 14B NCAC 11B; DPS JCPC Policy 3, 7, 8, 9, 10, and 11

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.
Reference: 14B NCAC 11B.0110; DPS JCPC Policy 9. Fiscal Accounting and Budgeting: Final Accounting Process

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds DPS disbursed to the County for the Sponsoring Agency must be refunded/reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the, "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities: An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, Certification of No

Overdue Tax Debts, shall be completed by the Sponsoring Agency to certify when there are no overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time of Program Agreement submission.

Conflict of Interest – Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement. Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (Form DPS 13 001) and upload the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

Proof of 501(c) (3) – Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Agreement. Not for profit organizations must upload proof of the Sponsoring Agency's 501 (c) (3) status.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested in writing by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be

construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Brunswick County Restitution and Community Service Program		**Fiscal Year**	FY 21-22

Item #	Justification	Expense	In Kind Expense
120	In-Kind Contribution - Management, Administration, Support Services by NCCE		$6,000
120	In-Kind contribution by Master Gardener volunteers at $24.19 per hr, 5 hr per week for 46 weeks(avg. 3 volun./wk)		$16,691
120	Part time staff: Program Coordinator, On-site Activities Director, Off-site Activities Director	$40,838	
180	FICA 7.65% x $4038 (total salary)	$3,124	
220	Midday sustenance for the clients (Saturday events, and Off-site programs,)$24/wk	$1,248	
240	Construction and repairs on the facility(Repairs to greenhouse/ hoophouse, exclusion fence, and 3 existing tool sheds/potting house)	$2,562	
290	Other supplies and materials (misc. gardening/building suppies)	$5,532	
310	Mileage reimbursements for Offsite Activity Director @County Travel rate @.58/mile	$779	
350	Repairs and maintenance on variety of garden and construction power equipment /tools(repair or maintenance)	$1,200	
390	Restitution Bank at $7.50 /hour	$7,050	
390	Training Expenses for staff (10 hrs training, 3 registration, travel costs)	$587	
450	Medical insurance for clients(minimum. Liability insurance is furnished by Brunswick County	$165	
490	Annual NCACRP membership	$40	
TOTAL		**$63,125**	**$22,691**

Job Title	Annual Expense Wages	Annual In Kind Wages
Part Time Staff: Program Coordinator(900 hours @$18.75/hr), On-Site Activities Director(525 hours @$17.75 /hr), Off-Site Activities Director(825 hours @$17.75 /hr)	$40,838	
In-Kind Extension Staff - Management, Finance, Program Delivery		$6,000
In-Kind contribution by Master Gardener volunteers at $24.19 per hour		$16,691
TOTAL	**$40,838**	**$22,691**

SECTION VII **Program:** Brunswick County Restitution and Community Service Program

Fiscal Year: FY 21-22 **Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	**$43,962**	**$22,691**	**$66,653**
120 Salaries & Wages	$40,838	$22,691	$63,529
180 Fringe Benefits	$3,124		$3,124
190 Professional Services*			$0
*Contracts MUST be attached			
II. Supplies & Materials	**$9,342**		**$9,342**
210 Household & Cleaning			$0
220 Food & Provisions	$1,248		$1,248
230 Education & Medical			$0
240 Construction & Repair	$2,562		$2,562
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials			$0
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials	$5,532		$5,532
III. Current Obligations & Services	**$9,616**		**$9,616**
310 Travel & Transportation	$779		$779
320 Communications			$0
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance	$1,200		$1,200
370 Advertising			$0
380 Data Processing			$0
390 Other Services	$7,637		$7,637
IV. Fixed Charges & Other Expenses	**$205**		**$205**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding	$165		$165
490 Other Fixed Charges	$40		$40
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$63,125**	**$22,691**	**$85,816**

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)

FY 21-22 Brunswick County Funding ID: 510-XXXX

Sponsoring Agency: Brunswick County Cooperative Extension Office Program: Brunswick County Restitution and Community Service Program

$63,125	**DPS/JCPC Funds**	* This is the amount approved in your application	
20%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
$16691	**Local In-Kind 1**	Extension Master Gardener Volunteer hours at latest Independent Sector rate	*(Specify Source)*
$6000	**Local In-Kind 2**	Cooperative Extension staff - management, administration, program delivery	*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$85,816	**TOTAL**	$12,625	$22,691
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Chair, Juvenile Crime Prevention Council **Date**

Program Manager **Date**

Request Info	
Type	Budget Amendment
Description	Equipment Operator II Transfer
Justification	Board Meeting 04/19/2021-Transfer vacant Equipment Operator II position from Operation Services to Solid Waste as Landfill Equipment Operator. The construction crew has consistently supplemented landfill staff and this transfer will move the position to Solid Waste where the position is needed.
Originator	TIFFANY ROGERS

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104280	412100	Operation Services	Salary and Wages-Regular	-5326	Decrease	Credit
104280	418100	Operation Services	FICA	-407	Decrease	Credit
104280	418200	Operation Services	Retirement	-869	Decrease	Credit
104280	418300	Operation Services	Health Insurance	-1254	Decrease	Credit
104280	418306	Operation Services	Life Insurance	-60	Decrease	Credit
104280	418310	Operation Services	Dental Insurance	-16	Decrease	Credit
104280	418400	Operation Services	Disability and Long-Term Ins	-20	Decrease	Credit
104720	412100	Solid Waste	Salary and Wages-Regular	5326	Increase	Debit
104720	418100	Solid Waste	FICA	407	Increase	Debit
104720	418200	Solid Waste	Retirement	869	Increase	Debit

104720	418300	Solid Waste	Health Insurance	1254	Increase	Debit
104720	418306	Solid Waste	Life Insurance	60	Increase	Debit
104720	418310	Solid Waste	Dental Insurance	16	Increase	Debit
104720	418400	Solid Waste	Disability and Long-Term Ins	20	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK
NORTH CAROLINA

MONTHLY FINANCIAL STATEMENTS
(UNAUDITED)

FOR THE PERIOD ENDED MARCH 31, 2021

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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Summary Information for General and Enterprise Funds as of March 31, 2021:

General Fund:

- Total revenues for the General Fund are $207.5 million for an increase of $11.0 million or 5.6% over the same period in the prior year. The main reason for this is a $6.5 million increase in Ad Valorem collections, a $2.9 million increase in sales tax and a $2.3 million increase in deed excise tax due to growth in the County and is partially offset by $4.9 million in FEMA disaster assistance received in the prior year. Total revenues collected are 97.2% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are $151.8 million and are 69.5% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by $6.0 million or 4.1%. This is due to a $0.9 million increase in health for the COVID 19 Assistance Grant to municipalities, a $2.6 million increase in education and other increases due to growth in the county such as in the Register of Deeds and Solid Waste. This is partially offset by prior year additional $1.3 million in accumulated interest expense related to the Schools GO Bond Phase I.
- Net transfers to county capital projects of $12.6 million remained consistent to transfers in the same period of the prior year. The County also transferred $0.3 million to the grant projects fund for a local match requirement.
- Revenues are greater than expenditures and net transfers by $42.8 million for the current period end compared to greater than by $40.4 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund decreased $2.0 million under the same period in the prior year to $22.0 million. This is a result of irrigation sales decrease of 19.3% or $0.6 million and $1.7 million decrease in restricted intergovernmental due to FEMA related events under the same period in the prior year. Total revenues are 91.0% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are $14.6 million and are 59.8% of current budget. Expenditures decreased 8.8% or $1.4 million mainly due to a $0.2 million or 10.8% decrease in repair and maintenance and decreases in one-time capital outlay purchase of $1.4 million.
- There were no transfers to or from water capital projects compared to transfers of $2.8 million to water capital projects in the same period of the prior year mainly due to the decrease in Pay Go spending of projects.
- Revenues are more than expenditures and net transfers by $7.5 million compared to more than by $5.3 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased $3.9 million over the same period in prior year to $28.5 million. This is a result of $2.6 million increase in participant reimbursement for new debt and retail wastewater sales increase of $0.9 million or 9.6% partially due to the addition of the Town of Navassa's Wastewater System. Capital recovery also increased $0.7 million or 26.0%, and wholesale revenues increased by $0.2 million or 2.0%, over the same period in the prior year. Total revenues are 104.3%of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are $12.7 million and are 38.6% of the current budget. Expenditures decreased 8.6% or $1.2 million under the same period in the prior year mainly due to $2.1 million decrease in one-time capital outlay purchases in the same period in the prior year.
- Net transfers from wastewater capital projects of $0.5 million increased compared to net transfers to wastewater capital projects of $1.0 million in the same period of the prior year.
- Revenues are more than expenditures and net transfers by $16.4 million compared to more than by $9.8 million in the same period of the prior year. Wastewater debt service payments will be processed for payment in April 2021.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
MARCH 31, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	$ 140,077,748	$ 31,725,484	$ 15,606,077	$ 2,658,277	$ 190,067,586
Restricted cash and investments	4,437,576	-	37,761,246	-	42,198,822
Taxes receivable - net	2,154,149	-	-	-	2,154,149
Receivables - net	1,980,572	-	-	-	1,980,572
Other governmental agencies	433,999	152,990	170,325	-	757,314
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	$ 149,148,044	$ 31,878,474	$ 53,537,648	$ 2,658,277	$ 237,222,443
Liabilities:					
Accounts payable and other liabilities	$ 6,723,496	$ 320	$ -	$ 44,936	$ 6,768,752
Deferred Inflows of Resources:	2,592,854	-	-	-	2,592,854
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	13,814,469	-	-	-	13,814,469
Restricted - other	4,408,797	-	37,761,246	2,613,341	44,783,384
Committed	214,566	31,878,154	15,776,402	-	47,869,122
Assigned	2,346,999	-	-	-	2,346,999
Unassigned	118,982,863	-	-	-	118,982,863
Total fund balances	139,831,694	31,878,154	53,537,648	2,613,341	227,860,837
Total liabilities, deferred inflow of resources and fund balances	$ 149,148,044	$ 31,878,474	$ 53,537,648	$ 2,658,277	$ 237,222,443

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED MARCH 31, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Revenues:					
Ad valorem taxes	$ 144,621,911	$ -	$ -	$ -	$ 144,621,911
Local option sales taxes	20,236,960	-	-	-	20,236,960
Other taxes and licenses	7,125,275	-	-	-	7,125,275
Unrestricted intergovernmental revenues	5,335,146	-	-	-	5,335,146
Restricted intergovernmental revenues	13,438,628	818,586	-	1,475,466	15,732,680
Permits and fees	4,672,977	-	-	207,655	4,880,632
Sales and services	10,679,578	-	-	8,625	10,688,203
Investment earnings	59,340	21,136	19,306	1,653	101,435
Other	1,286,763	-	-	-	1,286,763
Total revenues	207,456,578	839,722	19,306	1,693,399	210,009,005
Expenditures:					
Current:					
General government	11,050,084	7,642,981	-	341,791	19,034,856
Public safety	36,245,563	-	-	329,184	36,574,747
Central services	13,229,447	-	-	-	13,229,447
Human services	21,599,642	-	-	-	21,599,642
Transportation	103,875	736,855	-	-	840,730
Environmental protection	14,608,688	92,765	-	-	14,701,453
Culture and recreation	2,931,844	147,989	-	-	3,079,833
Economic and physical development	5,063,411	-	-	1,000,000	6,063,411
Education	38,888,696	-	19,264,264	-	58,152,960
Debt Service:					
Principal retirement	5,430,000	-	-	-	5,430,000
Interest and fiscal charges	2,615,422	-	-	-	2,615,422
Total expenditures	151,766,672	8,620,590	19,264,264	1,670,975	181,322,501
Revenues over (under) expenditures	55,689,906	(7,780,868)	(19,244,958)	22,424	28,686,504
Other Financing Sources (Uses):					
Transfers from other funds	-	10,000,000	2,585,211	300,000	12,885,211
Transfers to other funds	(12,885,211)	-	-	-	(12,885,211)
Premiums on bonds issued	-	-	5,754,033	-	5,754,033
Issuance of long-term debt	-	-	41,795,000	-	41,795,000
Total other financing sources (uses)	(12,885,211)	10,000,000	50,134,244	300,000	47,549,033
Net change in fund balance	42,804,695	2,219,132	30,889,286	322,424	76,235,537
Fund balance, beginning of year	97,026,999	29,659,022	22,648,362	2,290,917	151,625,300
Fund balance, end of year	$ 139,831,694	$ 31,878,154	$ 53,537,648	$ 2,613,341	$ 227,860,837

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	$ 144,312,368	$ 144,312,368	$ 144,621,911	$ 309,543
Local option sales taxes	21,430,183	21,997,392	20,236,960	(1,760,432)
Other taxes and licenses	4,235,000	7,045,000	7,125,275	80,275
Unrestricted intergovernmental revenues	1,698,000	1,698,000	5,335,146	3,637,146
Restricted intergovernmental revenues	15,712,567	19,057,539	13,438,628	(5,618,911)
Permits and fees	4,493,860	4,743,337	4,672,977	(70,360)
Sales and services	12,191,561	12,795,102	10,679,578	(2,115,524)
Investment earnings	500,650	500,650	59,340	(441,310)
Other	1,029,168	1,360,001	1,286,763	(73,238)
Total revenues	205,603,357	213,509,389	207,456,578	(6,052,811)
Expenditures:				
Current:				
General government	13,580,465	16,132,309	11,050,084	5,082,225
Central services	17,866,183	18,615,995	13,229,447	5,386,548
Public safety	49,187,468	51,694,700	36,245,563	15,449,137
Transportation	138,500	138,500	103,875	34,625
Environmental protection	18,347,433	19,881,725	14,608,688	5,273,037
Economic and physical development	7,584,003	9,681,799	5,063,411	4,618,388
Human services	27,542,339	30,271,701	21,599,642	8,672,059
Education	51,697,695	51,697,695	38,888,696	12,808,999
Culture and recreation	4,582,335	4,770,960	2,931,844	1,839,116
Debt Service:				
Principal retirement	12,305,001	12,305,001	5,430,000	6,875,001
Interest and fiscal charges	3,245,907	3,245,907	2,615,422	630,485
Total expenditures	206,077,329	218,436,292	151,766,672	66,669,620
Revenues over (under) expenditures	(473,972)	(4,926,903)	55,689,906	60,616,809
Other Financing Sources (Uses):				
Transfers to other funds	(3,774,548)	(14,074,548)	(12,885,211)	1,189,337
Appropriated fund balance	4,248,520	19,001,451	-	(19,001,451)
Total other financing sources (uses)	473,972	4,926,903	(12,885,211)	(17,812,114)
Net change in fund balances	$ -	$ -	42,804,695	$ 42,804,695
Fund balance, beginning of year			97,026,999	
Fund balance, end of year			$ 139,831,694	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Revenues:							
Ad Valorem Taxes:							
Current year taxes	$141,412,368	$141,412,368	$141,254,129	$ (158,239)	100%	$ 138,972,892	$135,167,113
Prior year taxes	2,200,000	2,200,000	2,575,907	375,907	117%	2,653,422	2,205,986
Penalties and interest	700,000	700,000	791,875	91,875	113%	946,057	721,702
	144,312,368	144,312,368	144,621,911	309,543	100%	142,572,371	138,094,801
Local Option Sales Taxes:							
Article 39 (1%)	8,737,236	9,304,445	8,603,998	(700,447)	92%	11,776,406	7,253,193
Article 40 (1/2%)	6,595,205	6,595,205	5,826,057	(769,148)	88%	8,456,612	5,128,381
Article 42 (1/2%)	6,097,742	6,097,742	5,806,905	(290,837)	95%	8,087,784	4,948,581
	21,430,183	21,997,392	20,236,960	(1,760,432)	92%	28,320,802	17,330,155
Other Taxes and Licenses:							
Scrap tire disposal fee	180,000	180,000	91,948	(88,052)	51%	190,436	100,805
Deed stamp excise tax	2,850,000	4,850,000	5,527,243	677,243	114%	4,363,659	3,266,597
Solid waste tax	55,000	55,000	34,190	(20,810)	62%	66,412	33,559
White goods disposal tax	50,000	50,000	36,118	(13,882)	72%	62,110	29,743
1% Occupancy Tax	1,100,000	1,910,000	1,435,776	(474,224)	75%	1,668,261	1,131,184
	4,235,000	7,045,000	7,125,275	80,275	101%	6,350,878	4,561,888
Unrestricted Intergovernmental:							
Medicaid hold harmless	1,000,000	1,000,000	4,971,536	3,971,536	497%	4,560,730	3,943,757
Beer and wine tax	248,000	248,000	-	(248,000)	0%	300,885	-
Jail fees	450,000	450,000	363,610	(86,390)	81%	569,844	421,590
	1,698,000	1,698,000	5,335,146	3,637,146	314%	5,431,459	4,365,347
Restricted Intergovernmental:							
State and federal grant	15,436,067	18,781,039	13,213,708	(5,567,331)	70%	26,731,313	15,772,515
State Aid to Libraries	145,000	145,000	113,593	(31,407)	78%	148,239	110,643
ARRA federal grant	-	-	-	-	na	1,533	1,533
Court facility fees	120,000	120,000	73,420	(46,580)	61%	114,354	84,427
Payments in lieu of taxes	-	-	1,728	1,728	na	4,362	100
ABC education requirement	-	-	384	384	na	7,500	-
ABC law enforcement service	4,000	4,000	13,043	9,043	326%	12,099	12,099
State drug tax	7,500	7,500	22,752	15,252	303%	32,947	24,090
	15,712,567	19,057,539	13,438,628	(5,618,911)	71%	27,052,347	16,005,407
Permits and Fees:							
Blding inspections and permit	2,505,000	2,604,477	2,604,895	418	100%	2,829,396	2,193,943
Recording fees	772,000	772,000	961,822	189,822	125%	919,861	675,566
Fire inspection fees	200,000	200,000	152,060	(47,940)	76%	216,153	167,249
Concealed handgun permit	180,000	330,000	296,484	(33,516)	90%	210,700	138,470
Other permit and fees	836,860	836,860	657,716	(179,144)	79%	940,546	740,923
	4,493,860	4,743,337	4,672,977	(70,360)	99%	5,116,656	3,916,151
Sales and Services:							
Solid waste fees	2,600,000	2,600,000	2,355,232	(244,768)	91%	3,358,572	2,361,561
School resource officer reimb.	1,506,261	1,570,071	1,538,166	(31,905)	98%	1,476,726	738,368
Rents	13,930	13,930	10,448	(3,482)	75%	16,399	12,917
EMS Charges	4,896,320	4,896,320	3,583,604	(1,312,716)	73%	5,109,900	3,912,915
Public health user fees	845,050	845,050	937,679	92,629	111%	945,678	724,497
Sheriff animal prot. serv. fees	103,500	103,500	67,540	(35,960)	65%	90,833	73,458
Social services fees	81,000	81,000	45,980	(35,020)	57%	63,582	49,294
Public housing fees	23,900	23,900	2,719	(21,181)	11%	16,979	18,148
Tax collection fees	250,000	250,000	292,255	42,255	117%	293,402	277,879
Other sales and services	1,187,000	1,726,731	1,467,456	(259,275)	85%	1,307,072	935,022
Register of deeds	325,950	325,950	313,517	(12,433)	96%	350,547	276,487

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Sales and Services (continued):							
Marriage licenses	51,300	51,300	39,161	(12,139)	76%	42,444	33,287
Recreation services	307,350	307,350	25,821	(281,529)	8%	158,049	199,429
	12,191,561	12,795,102	10,679,578	(2,115,524)	83%	13,230,183	9,613,262
Investment earnings	500,650	500,650	59,340	(441,310)	12%	1,003,025	922,102
Other:							
Tax refunds - sales and gas tax	1,000	1,000	-	(1,000)	0%	-	-
ABC bottles taxes	45,000	45,000	53,976	8,976	120%	75,432	47,606
Cnty Brd of Alcohol Control	24,000	24,000	15,000	(9,000)	63%	22,500	15,000
Contributions	9,000	53,200	103,838	50,638	195%	142,252	68,024
Other revenues	950,168	1,236,801	1,113,949	(122,852)	90%	2,314,758	1,490,067
	1,029,168	1,360,001	1,286,763	(73,238)	95%	2,554,942	1,620,697
Total revenues	205,603,357	213,509,389	207,456,578	(6,052,811)	97%	231,632,663	196,429,810
Expenditures:							
General Government:							
Governing Body:							
Salaries	187,635	187,635	144,443	43,192	77%	181,380	138,546
Fringe benefits	74,441	74,441	41,553	32,888	56%	44,976	33,835
Operating costs	69,350	69,350	26,674	42,676	38%	51,402	44,966
	331,426	331,426	212,670	118,756	64%	277,758	217,347
County Administration:							
Salaries	651,269	703,019	505,226	197,793	72%	673,694	528,251
Fringe benefits	202,449	220,051	148,660	71,391	68%	187,399	142,975
Operating costs	49,191	60,391	34,451	25,940	57%	28,340	16,248
	902,909	983,461	688,337	295,124	70%	889,433	687,474
Human Resources:							
Salaries	337,190	337,190	260,500	76,690	77%	326,743	249,508
Fringe benefits	121,116	121,116	91,269	29,847	75%	112,928	85,561
Operating costs	11,650	11,650	3,613	8,037	31%	6,455	5,768
	469,956	469,956	355,382	114,574	76%	446,126	340,837
Finance:							
Salaries	893,082	893,082	683,719	209,363	77%	864,271	660,867
Fringe benefits	310,080	310,080	229,279	80,801	74%	287,913	218,075
Operating costs	464,300	478,972	401,169	77,803	84%	420,555	365,547
	1,667,462	1,682,134	1,314,167	367,967	78%	1,572,739	1,244,489
Tax Administration:							
Salaries	2,600,885	2,600,885	1,895,436	705,449	73%	2,427,417	1,860,629
Fringe benefits	1,021,277	1,021,277	739,709	281,568	72%	933,146	705,712
Operating costs	1,018,926	1,018,926	598,820	420,106	59%	862,550	681,259
	4,641,088	4,641,088	3,233,965	1,407,123	70%	4,223,113	3,247,600
County Attorney:							
Salaries	408,877	408,877	318,245	90,632	78%	394,724	304,287
Fringe benefits	129,129	129,129	96,431	32,698	75%	118,033	89,923
Operating costs	149,950	149,950	31,610	118,340	21%	49,493	40,358
	687,956	687,956	446,286	241,670	65%	562,250	434,568

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Court Facilities:							
Operating costs	244,033	244,033	120,569	123,464	49%	179,887	115,302
	244,033	244,033	120,569	123,464	49%	179,887	115,302
Board of Elections:							
Salaries	606,064	853,148	786,041	67,107	92%	577,197	499,929
Fringe benefits	148,280	148,280	118,269	30,011	80%	120,559	93,083
Operating costs	217,315	426,851	297,543	129,308	70%	430,868	378,217
Capital outlay	35,250	35,250	-	35,250	0%	305,103	305,103
	1,006,909	1,463,529	1,201,853	261,676	82%	1,433,727	1,276,332
Register of Deeds:							
Salaries	743,755	743,755	515,241	228,514	69%	685,283	525,108
Fringe benefits	326,066	326,066	225,024	101,042	69%	295,472	221,727
Operating costs	1,826,905	3,826,905	2,707,135	1,119,770	71%	2,527,339	1,710,205
Capital outlay	32,000	32,000	29,455	2,545	92%	-	-
	2,928,726	4,928,726	3,476,855	1,451,871	71%	3,508,094	2,457,040
Contingency:							
Operating Costs	700,000	700,000	-	700,000	0%	-	-
Total general government	13,580,465	16,132,309	11,050,084	5,082,225	68%	13,093,127	10,020,989
Central Services:							
Management Information Systems:							
Salaries	1,193,136	1,193,136	892,531	300,605	75%	1,122,310	870,661
Fringe benefits	413,991	413,991	303,435	110,556	73%	373,427	286,543
Operating costs	1,098,300	1,358,582	504,320	854,262	37%	1,384,291	734,916
Capital outlay	108,000	108,000	96,271	11,729	89%	37,747	37,747
	2,813,427	3,073,709	1,796,557	1,277,152	58%	2,917,775	1,929,867
Fleet Services:							
Salaries	690,618	690,618	532,184	158,434	77%	620,559	465,050
Fringe benefits	280,272	280,272	209,860	70,412	75%	241,201	179,506
Operating costs	321,971	326,571	127,055	199,516	39%	341,104	76,306
Capital outlay	82,402	441,595	69,521	372,074	16%	29,590	29,590
	1,375,263	1,739,056	938,620	800,436	54%	1,232,454	750,452
Engineering:							
Salaries	462,445	462,445	356,094	106,351	77%	436,153	332,582
Fringe benefits	158,731	158,731	119,625	39,106	75%	142,157	106,901
Operating costs	131,800	201,466	68,901	132,565	34%	22,788	19,112
	752,976	822,642	544,620	278,022	66%	601,098	458,595
Operation Services:							
Salaries	2,349,633	2,349,633	1,755,103	594,530	75%	2,282,080	1,775,180
Fringe benefits	1,024,405	1,024,405	742,259	282,146	72%	931,616	711,679
Operating costs	3,036,090	3,102,861	2,169,870	932,991	70%	3,453,252	2,354,888
Capital outlay	237,000	226,300	218,459	7,841	97%	478,054	471,529
	6,647,128	6,703,199	4,885,691	1,817,508	73%	7,145,002	5,313,276
Non-departmental:							
Fringe benefits	5,748,322	5,748,322	4,532,783	1,215,539	79%	5,476,889	4,266,200
Operating costs	529,067	529,067	531,176	(2,109)	100%	356,886	429,448
Capital outlay	-	-	-	-	na	36,475	36,475
	6,277,389	6,277,389	5,063,959	1,213,430	81%	5,870,250	4,732,123
Total central services	17,866,183	18,615,995	13,229,447	5,386,548	71%	17,766,579	13,184,313

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Public Safety:							
District Attorney:							
Operating costs	48,000	48,000	3,795	44,205	8%	30,951	6,014
Sheriff:							
Salaries	10,829,121	10,986,632	8,379,618	2,607,014	76%	10,810,258	8,403,800
Fringe benefits	4,017,019	4,050,394	3,009,146	1,041,248	74%	3,779,568	2,879,532
Operating costs	2,854,767	3,350,145	2,012,452	1,337,693	60%	2,911,596	2,352,329
Capital outlay	822,980	1,372,491	990,413	382,078	72%	941,545	824,180
	18,523,887	19,759,662	14,391,629	5,368,033	73%	18,442,967	14,459,841
Detention Center:							
Salaries	5,158,523	5,260,760	3,669,600	1,591,160	70%	4,751,389	3,731,487
Fringe benefits	2,047,997	2,098,760	1,410,526	688,234	67%	1,754,460	1,348,545
Operating costs	3,194,957	3,169,573	1,993,916	1,175,657	63%	2,662,445	2,041,380
Capital outlay	15,500	151,715	107,353	44,362	71%	645,387	329,014
	10,416,977	10,680,808	7,181,395	3,499,413	67%	9,813,681	7,450,426
Emergency Medical:							
Salaries	6,212,012	6,212,012	4,944,799	1,267,213	80%	6,263,213	4,887,038
Fringe benefits	2,255,391	2,255,391	1,703,497	551,894	76%	2,065,937	1,577,806
Operating costs	1,987,622	2,222,654	1,512,339	710,315	68%	1,914,800	1,321,280
Capital outlay	700,000	743,512	91,449	652,063	12%	1,785,485	1,601,875
	11,155,025	11,433,569	8,252,084	3,181,485	72%	12,029,435	9,387,999
Emergency Management:							
Salaries	261,388	261,388	206,682	54,706	79%	264,171	205,763
Fringe benefits	86,348	86,348	60,252	26,096	70%	74,259	57,192
Operating costs	432,525	570,060	416,252	153,808	73%	413,327	233,234
Capital outlay	10,800	16,223	5,334	10,889	33%	54,132	53,972
	791,061	934,019	688,520	245,499	74%	805,889	550,161
Other Agencies:							
Fire districts	60,000	60,000	30,000	30,000	50%	60,000	45,000
Rescue Squads	331,800	331,800	164,975	166,825	50%	331,800	245,275
	391,800	391,800	194,975	196,825	50%	391,800	290,275
Building Inspections and Central Permitting							
Salaries	1,754,794	1,795,766	1,323,556	472,210	74%	1,623,490	1,231,019
Fringe benefits	626,910	645,000	462,676	182,324	72%	566,298	426,681
Operating costs	149,230	454,030	82,995	371,035	18%	123,265	90,307
Capital outlay	-	60,003	59,991	12	100%	55,917	52,439
	2,530,934	2,954,799	1,929,218	1,025,581	65%	2,368,970	1,800,446
Fire Inspections							
Salaries	346,051	346,051	283,813	62,238	82%	337,442	252,042
Fringe benefits	123,088	123,088	87,379	35,709	71%	99,310	73,132
Operating costs	74,849	74,849	50,799	24,050	68%	48,631	37,370
Capital outlay	37,000	37,000	36,267	733	98%	61,168	57,893
	580,988	580,988	458,258	122,730	79%	546,551	420,437
Central Communications:							
Salaries	1,974,107	1,974,107	1,354,283	619,824	69%	1,706,295	1,308,768
Fringe benefits	762,210	746,268	521,982	224,286	70%	635,319	476,712
Operating costs	621,155	582,621	389,795	192,826	67%	224,299	174,278
Capital outlay	214,300	371,809	41,305	330,504	11%	66,296	47,335
	3,571,772	3,674,805	2,307,365	1,367,440	63%	2,632,209	2,007,093

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Animal Protective Services:							
Salaries	606,195	606,195	459,923	146,272	76%	595,236	457,739
Fringe benefits	241,571	241,571	180,304	61,267	75%	231,408	175,731
Operating costs	294,258	355,231	164,844	190,387	46%	282,620	238,104
Capital outlay	35,000	33,253	33,253	-	100%	33,684	32,697
	1,177,024	1,236,250	838,324	397,926	68%	1,142,948	904,271
Total public safety	49,187,468	51,694,700	36,245,563	15,449,137	70%	48,205,401	37,276,963
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	83,250	27,750	75%	111,000	83,250
Odell Williamson Mun. Air.	27,500	27,500	20,625	6,875	75%	27,500	20,625
Cape Fear Transp. Authority	-	-	-	-	na	32,072	32,072
Brunswick Transit System	-	-	-	-	na	270,448	202,836
Total transportation	138,500	138,500	103,875	34,625	75%	441,020	338,783
Environmental Protection:							
Solid Waste:							
Salaries	372,565	372,565	278,454	94,111	75%	361,656	274,459
Fringe benefits	154,977	154,977	112,264	42,713	72%	142,070	106,135
Operating costs	17,333,804	18,852,205	13,848,080	5,004,125	73%	16,848,084	12,510,864
Capital outlay	229,000	229,000	216,860	12,140	95%	626,147	605,000
	18,090,346	19,608,747	14,455,658	5,153,089	74%	17,977,957	13,496,458
Other:							
Forestry services	257,087	272,978	153,030	119,948	56%	194,267	133,845
Total environmental protectior	18,347,433	19,881,725	14,608,688	5,273,037	73%	18,172,224	13,630,303
Economic Development:							
Community Enforcement:							
Salaries	176,916	176,916	104,998	71,918	59%	123,746	104,617
Fringe benefits	75,377	75,377	42,097	33,280	56%	49,417	41,085
Operating costs	16,040	17,340	10,584	6,756	61%	6,971	5,707
Capital outlay	-	-	-	-	na	23,717	23,717
	268,333	269,633	157,679	111,954	58%	203,851	175,126
Planning:							
Salaries	480,726	480,726	373,082	107,644	78%	472,414	360,821
Fringe benefits	180,145	180,145	134,951	45,194	75%	159,495	120,351
Operating costs	206,200	434,900	212,546	222,354	49%	114,559	83,293
	867,071	1,095,771	720,579	375,192	66%	746,468	564,465
Cooperative Extension:							
Salaries	327,535	368,373	205,158	163,215	56%	261,161	177,515
Fringe benefits	161,268	164,392	88,157	76,235	54%	92,617	61,700
Operating costs	139,195	169,333	94,374	74,959	56%	98,023	77,869
Capital outlay	-	8,100	-	8,100	0%	5,350	5,350
	627,998	710,198	387,689	322,509	55%	457,151	322,434
Soil and Water Conservation:							
Salaries	172,706	172,706	144,506	28,200	84%	167,077	128,645
Fringe benefits	65,794	65,794	51,670	14,124	79%	61,762	46,976
Operating costs	17,950	17,950	5,721	12,229	32%	12,009	10,070
	256,450	256,450	201,897	54,553	79%	240,848	185,691

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Public Housing Section 8:							
Salaries	178,936	178,936	113,657	65,279	64%	118,163	98,607
Fringe benefits	76,362	76,362	45,136	31,226	59%	48,821	40,180
Operating costs	2,213,813	2,314,784	1,523,400	791,384	66%	1,918,935	1,424,761
	2,469,111	2,570,082	1,682,193	887,889	65%	2,085,919	1,563,548
1% Occupancy Tax:							
Operating costs	1,100,000	1,910,000	1,435,776	474,224	75%	1,668,261	1,131,184
Other Economic Development:							
Holden Beach Special Obligation Bond	1,370,040	1,370,040	-	1,370,040	0%	-	-
Lockwood Folly & Shallotte Dredging	-	158,848	158,848	-	100%	405,757	149,903
Reserve for shoreline	200,000	515,777	-	515,777	0%	-	97,074
Brunswick Busines & Industry Development	425,000	425,000	318,750	106,250	75%	425,000	318,750
Access Road Ec. Dv. Proj.	-	400,000	-	400,000	0%	-	-
	1,995,040	2,869,665	477,598	2,392,067	17%	830,757	565,727
Total economic development	7,584,003	9,681,799	5,063,411	4,618,388	52%	6,233,255	4,508,175
Human Services:							
Health:							
Administration:							
Salaries	2,484,996	2,484,996	1,952,152	532,844	79%	2,346,649	1,851,415
Fringe benefits	1,346,562	1,346,562	1,011,060	335,502	75%	1,239,013	954,737
Operating costs	268,750	351,955	220,182	131,773	63%	197,669	185,473
Capital outlay	26,000	101,000	25,527	75,473	25%	85,068	85,068
	4,126,308	4,284,513	3,208,921	1,075,592	75%	3,868,399	3,076,693
Communicable Diseases:							
Operating costs	412,225	425,449	319,263	106,186	75%	340,391	299,557
Adult Health Maintenance:							
Operating costs	229,855	1,143,641	991,342	152,299	87%	1,012,361	106,602
Senior Health							
Salaries	39,969	39,969	25,962	14,007	65%	40,611	42,940
Fringe benefits	19,364	19,364	9,529	9,835	49%	13,838	14,314
Operating costs	3,835	3,835	1,452	2,383	38%	1,972	1,890
	63,168	63,168	36,943	26,225	58%	56,421	59,144
Maternal and Child Health:							
Salaries	360,313	360,313	266,645	93,668	74%	294,091	225,075
Fringe benefits	160,848	160,848	114,582	46,266	71%	128,497	97,896
Operating costs	592,274	676,033	323,725	352,308	48%	455,512	339,345
	1,113,435	1,197,194	704,952	492,242	59%	878,100	662,316

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Environmental Health:							
Salaries	1,254,102	1,254,102	970,242	283,860	77%	1,156,005	891,332
Fringe benefits	462,478	462,478	345,883	116,595	75%	403,912	310,174
Operating costs	147,050	1,085,171	446,642	638,529	41%	283,365	118,567
Capital outlay	78,600	73,959	71,837	2,122	97%	26,063	26,063
	1,942,230	2,875,710	1,834,604	1,041,106	64%	1,869,345	1,346,136
Total health	7,887,221	9,989,675	7,096,025	2,893,650	71%	8,025,017	5,550,448
Veterans' Services:							
Salaries	144,196	144,196	103,712	40,484	72%	132,797	103,317
Fringe benefits	58,636	58,636	42,727	15,909	73%	52,767	41,336
Operating costs	17,807	17,807	9,046	8,761	51%	10,462	8,874
Total veterans' services	220,639	220,639	155,485	65,154	70%	196,026	153,527
Social Services:							
Administration:							
Salaries	7,643,082	7,643,082	5,577,806	2,065,276	73%	7,064,534	5,433,810
Fringe benefits	3,742,053	3,742,053	2,656,964	1,085,089	71%	3,341,257	2,525,950
Operating costs	3,032,941	3,417,467	2,484,845	932,622	73%	2,317,819	1,781,439
Capital outlay	100,000	100,000	83,343	16,657	83%	-	-
	14,518,076	14,902,602	10,802,958	4,099,644	72%	12,723,610	9,741,199
Other Operating Costs:							
Medical assistance	20,000	20,000	4,605	15,395	23%	2,793	1,728
Aid to the blind	4,100	4,100	4,100	-	100%	8,153	8,153
Adoption assistance	270,000	270,000	126,766	143,234	47%	219,705	164,852
Special assistance	460,000	460,000	201,698	258,302	44%	291,508	208,827
Foster care	750,000	530,000	357,044	172,956	67%	557,267	374,109
State foster home	400,000	620,000	484,936	135,064	78%	572,449	326,571
Special assistance	25,121	25,121	12,393	12,728	49%	25,121	21,069
Day care	23,000	23,000	4,207	18,793	18%	-	-
Special child adopt. assistance	-	62,896	3,861	59,035	6%	19,787	15,362
	1,952,221	2,015,117	1,199,610	815,507	60%	1,696,783	1,120,671
Total social services	16,470,297	16,917,719	12,002,568	4,915,151	71%	14,420,393	10,861,870
Other Human Services:							
Trillium Health Resources	250,443	250,443	187,832	62,611	75%	250,443	125,222
Brunswick Senior Resources	2,713,739	2,713,739	2,035,305	678,434	75%	2,589,319	1,941,990
Other human services	-	179,486	122,427	57,059	68%	158,077	109,318
	2,964,182	3,143,668	2,345,564	798,104	75%	2,997,839	2,176,530
Total human services	27,542,339	30,271,701	21,599,642	8,672,059	71%	25,639,275	18,742,375
Education:							
Public schools	46,096,535	46,096,535	34,750,379	11,346,156	75%	42,840,126	32,130,099
Public schools - capital outlay	967,060	967,060	725,292	241,768	75%	898,744	674,055
Community college	4,338,757	4,338,757	3,191,517	1,147,240	74%	4,166,804	3,198,452
Community college - cap. out.	295,343	295,343	221,508	73,835	75%	323,000	242,253
Total education	51,697,695	51,697,695	38,888,696	12,808,999	75%	48,228,674	36,244,859

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	715,246	715,246	434,033	281,213	61%	639,744	511,674
Fringe benefits	212,248	212,248	144,598	67,650	68%	194,964	149,941
Operating costs	663,769	666,663	197,470	469,193	30%	486,470	402,688
Capital outlay	-	185,731	164,052	21,679	88%	28,649	28,649
	1,591,263	1,779,888	940,153	839,735	53%	1,349,827	1,092,952
Maintenance:							
Salaries	785,208	785,208	514,254	270,954	65%	720,837	577,019
Fringe benefits	327,225	327,225	215,155	112,070	66%	293,721	227,967
Operating costs	419,800	419,800	213,722	206,078	51%	429,663	323,006
Capital outlay	82,000	82,000	66,054	15,946	81%	138,081	137,137
	1,614,233	1,614,233	1,009,185	605,048	63%	1,582,302	1,265,129
Total Parks and Recreation	3,205,496	3,394,121	1,949,338	1,444,783	57%	2,932,129	2,358,081
Brunswick County Library:							
Salaries	792,995	792,995	597,923	195,072	75%	733,339	576,031
Fringe benefits	338,444	338,444	246,130	92,314	73%	302,215	231,574
Operating costs	245,400	245,400	138,453	106,947	56%	199,874	138,116
	1,376,839	1,376,839	982,506	394,333	71%	1,235,428	945,721
Total culture and recreation	4,582,335	4,770,960	2,931,844	1,839,116	61%	4,167,557	3,303,802
Debt Service:							
Principal retirement	12,305,001	12,305,001	5,430,000	6,875,001	44%	13,623,305	4,328,304
Interest and fees	3,245,907	3,245,907	2,615,422	630,485	81%	4,975,026	4,187,199
Total debt service	15,550,908	15,550,908	8,045,422	7,505,486	52%	18,598,331	8,515,503
Total expenditures	206,077,329	218,436,292	151,766,672	66,669,620	69%	200,545,443	145,766,065
Revenues over (under) expenditures	(473,972)	(4,926,903)	55,689,906	60,616,809		31,087,220	50,663,745
Transfers From Other Funds:							
Transfer from county capital project fund	-	-	-	-	na	2,304,445	2,304,445
Transfer from workers comp. internal service fund	-	-	-	-	na	1,479,553	-
	-	-	-	-	na	3,783,998	2,304,445

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Transfers To Other Funds:							
Transfer to county capital projects fund	-	(10,000,000)	(10,000,000)	-	100%	(9,575,021)	(8,425,021)
Transfer to grant projects funds	-	(300,000)	(300,000)	-	100%	-	-
Transfer to school capital projects fund	(3,774,548)	(3,774,548)	(2,585,211)	1,189,337	68%	(9,021,922)	(4,138,082)
	(3,774,548)	(14,074,548)	(12,885,211)	1,189,337	92%	(18,596,943)	(12,563,103)
Budgetary Financing Sources (Uses):							
Appropriated fund balance	4,248,520	19,001,451	-	(19,001,451)	0%	-	-
Total other financing sources (uses)	473,972	4,926,903	(12,885,211)	(17,812,114)		(14,812,945)	(10,258,658)
Net change in fund balance	$ -	$ -	42,804,695	$ 42,804,695		16,274,275	40,405,087
Fund balance, beginning of year			97,026,999			80,752,724	80,752,724
Fund balance, end of year			$139,831,694			$ 97,026,999	$121,157,811

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED MARCH 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	$ 26,364,366	$ 25,420,906	$ 818,586	$ 26,239,492
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	300,000	-	300,000
Investment earnings	841,170	826,579	21,136	847,715
Performance bonds	290,876	290,876	-	290,876
Other	554,563	553,803	-	553,803
Total revenues	28,801,475	27,392,164	839,722	28,231,886
Expenditures:				
General Government:				
Court House Renovation	13,671,860	1,921,038	7,642,981	9,564,019
Future Capital Projects	10,000,000	-	-	-
	23,671,860	1,921,038	7,642,981	9,564,019
Environmental protection:				
Landfill Transfer Station	337,000	189,259	92,765	282,024
Future Capital Projects	15,303,994	-	-	-
	15,640,994	189,259	92,765	282,024
Economic Development:				
Springlake at Maritime Shores	274,585	-	-	-
Cultural and recreation:				
OIB Park Improvements	5,805,569	5,763,018	42,550	5,805,568
Smithville Park Improvements	6,189,666	5,967,164	798	5,967,962
Brunswick Waterway Park Improvements	644,083	201,121	-	201,121
Waccamaw Multiuse Building	355,800	28,705	104,641	133,346
	12,995,118	11,960,008	147,989	12,107,997
Transportation:				
Airport Improvements	27,598,875	26,678,238	736,855	27,415,093
Other:				
Future Capital Projects	1,616,580	-	-	-
Total expenditures	81,798,012	40,748,543	8,620,590	49,369,133
Revenues over (under) expenditures	(52,996,537)	(13,356,379)	(7,780,868)	(21,137,247)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	52,484,803	42,484,807	10,000,000	52,484,807
Transfer to general fund	(4,293,884)	(4,293,884)	-	(4,293,884)
Total other financing sources (uses)	52,996,537	38,190,923	10,000,000	48,190,923
Net change in fund balance	$ -	$ 24,834,544	2,219,132	$ 27,053,676
Fund balance, beginning of year			29,659,022	
Fund balance, end of year			$ 31,878,154	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED MARCH 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
NC Public Education Lottery	$ 7,082,039	$ 7,092,797	$ -	$ 7,092,797
Investment earnings	-	397,430	10,983	408,413
Investment earnings-debt proceeds	-	1,286,080	8,323	1,294,403
Total revenues	7,082,039	8,776,307	19,306	8,795,613
Expenditures:				
Brunswick County Schools	182,387,941	110,409,773	19,264,264	129,674,037
Brunswick Community College	2,304,445	2,004,940	-	2,004,940
Total expenditures	184,692,386	112,414,713	19,264,264	131,678,977
Revenues over (under) expenditures	(177,610,347)	(103,638,406)	(19,244,958)	(122,883,364)
Other Financing Sources (Uses):				
Transfer from general fund	70,872,731	67,098,182	2,585,211	69,683,393
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	8,749,216	2,995,184	5,754,033	8,749,217
Debt financing issued	91,750,000	49,955,000	41,795,000	91,750,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	177,610,347	119,734,353	50,134,244	169,868,597
Net change in fund balance	$ -	$ 16,095,947	30,889,286	$ 46,985,233
Fund balance, beginning of year			22,648,362	
Fund balance, end of year			$ 53,537,648	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED MARCH 31, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	$ 1,630,859	$ -	$ 1,027,418	$ 2,658,277
Liabilities:				
Accounts payable and other liabilities	38,175	-	6,761	44,936
Fund Balance:				
Restricted - other	1,592,684	-	1,020,657	2,613,341
Total liabilities, deferred inflow of resources and fund balances	$ 1,630,859	$ -	$ 1,027,418	$ 2,658,277

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED MARCH 31, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	$ 532,861	$ 942,605	$ -	$ 1,475,466
Permits and fees	-	-	207,655	207,655
Other sales and services	-	8,625	-	8,625
Investment earnings	1,001	-	652	1,653
Total revenues	533,862	951,230	208,307	1,693,399
Expenditures:				
General government	-	251,230	90,561	341,791
Public safety	329,184	-	-	329,184
Economic and physical development	-	1,000,000	-	1,000,000
Total expenditures	329,184	1,251,230	90,561	1,670,975
Revenues over (under) expenditures	204,678	(300,000)	117,746	22,424
Other Financing Sources:				
Transfers from general fund	-	300,000	-	300,000
Net change in fund balances	204,678	-	117,746	322,424
Fund balance, beginning of year	1,388,006	-	902,911	2,290,917
Fund balance, end of year	$ 1,592,684	$ -	$ 1,020,657	$ 2,613,341

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020

	Budget	March 31, 2021	Variance Positive (Negative)	June 30, 2020	March 31, 2020
Revenues:					
Restricted intergovernmental	$ 799,291	$ 532,861	$ (266,430)	$ 757,913	$ 505,275
Investment earnings	-	1,001	1,001	11,292	10,389
Total revenues	799,291	533,862	(265,429)	769,205	515,664
Expenditures:					
Operating costs	831,527	284,367	547,160	426,304	341,914
Capital outlay	366,320	44,817	321,503	-	-
Total expenditures	1,197,847	329,184	868,663	426,304	341,914
Revenues over (under) expenditures	(398,556)	204,678	603,234	342,901	173,750
Other Financing Sources (Uses):					
Appropriated fund balance	398,556	-	(398,556)	-	-
Net change in fund balance	$ -	204,678	$ 204,678	342,901	173,750
Fund balance, beginning of year		1,388,006		1,045,105	1,045,105
Fund balance, end of year		$ 1,592,684		$ 1,388,006	$ 1,218,855

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED MARCH 31, 2021

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	$ 4,509,118	$ 810,243	$ 942,605	$ 1,752,848
Other sales and services	-	-	8,625	8,625
Total revenues	4,509,118	810,243	951,230	1,761,473
Expenditures:				
SAMHSA Expansion Grant FY 19-24	1,200,000	343,336	234,546	577,882
SAMHSA	1,380,527	466,907	16,684	483,591
Pacon Manufacturing Incentive and Reuse	1,300,000	-	1,000,000	1,000,000
Watershed Grant Round 1	498,919	-	-	-
Watershed Grant Round 2	381,072	-	-	-
Watershed Grant Round 3	48,600	-	-	-
Total expenditures	4,809,118	810,243	1,251,230	2,061,473
Revenues over (under) expenditures	(300,000)	-	(300,000)	(300,000)
Other Financing Sources (Uses):				
Transfers from general fund	300,000	-	300,000	300,000
Net change in fund balance	$ -	$ -	-	$ -
Fund balance, beginning of year			-	
Fund balance, end of year			$ -	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020

	Budget	March 31, 2021	Variance Positive (Negative)	June 30, 2020	March 31, 2020
Revenues:					
Permits and fees	$ 181,000	$ 207,655	$ 26,655	$ 189,658	$ 137,300
Investment earnings	9,000	652	(8,348)	8,901	8,234
Total revenues	190,000	208,307	18,307	198,559	145,534
Expenditures:					
General government	209,463	90,561	118,902	150,010	89,991
Revenues over (under) expenditures	(19,463)	117,746	137,209	48,549	55,543
Other Financing Sources (Uses):					
Appropriated fund balance	19,463	-	(19,463)	-	-
Net change in fund balance	$ -	117,746	$ 117,746	48,549	55,543
Fund balance, beginning of year		902,911		854,362	854,362
Fund balance, end of year		$ 1,020,657		$ 902,911	$ 909,905

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
MARCH 31, 2021

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	$ 39,837,698	$ 5,881,932	$ 45,719,630
Restricted cash	3,660,851	138,857,930	142,518,781
Receivables and special assessments, net	3,058,120	-	3,058,120
Due from other governmental agencies	510,982	145,405	656,387
Inventories	1,716,404	-	1,716,404
Total current assets	48,784,055	144,885,267	193,669,322
Current Liabilities:			
Accounts payable and other liabilities	514,449	-	514,449
Customer deposits	2,132,209	-	2,132,209
Interest payable	236,472	-	236,472
Current portion of debt	1,544,059	-	1,544,059
Total current liabilities	4,427,189	-	4,427,189
Expendable net positon	**44,356,866**	**144,885,267**	**189,242,133**
Noncurrent Items:			
Non-depreciable capital assets	21,767,867	-	21,767,867
Depreciable capital assets, net	151,371,045	-	151,371,045
Deferred outflow	1,966,660	-	1,966,660
Net pension liability	(1,672,796)	-	(1,672,796)
Compensated absences	(477,710)	-	(477,710)
Total other post-employment liability	(11,637,039)	-	(11,637,039)
Non-current portion of debt	(214,743,089)	-	(214,743,089)
Deferred inflow	(1,605,303)	-	(1,605,303)
Total net positon	$ (10,673,499)	$ 144,885,267	$ 134,211,768

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM OPERATING FUND (NON-GAAP)
FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Revenues:							
User charges	$ 23,293,405	$ 23,293,405	$ 21,470,355	$ (1,823,050)	92%	$ 26,938,083	$ 21,266,608
Restricted intergovernmental	-	-	72,156	72,156	na	2,647,094	1,801,601
Investment earnings	255,000	255,000	26,979	(228,021)	11%	319,835	296,415
Other	664,358	664,358	467,598	(196,760)	70%	895,434	643,429
Total revenues	24,212,763	24,212,763	22,037,088	(2,175,675)	91%	30,800,446	24,008,053
Expenditures:							
Salaries	5,687,569	5,640,469	3,938,776	1,701,693	70%	4,980,849	3,908,931
Fringe benefits	2,642,851	2,643,526	1,872,949	770,577	71%	2,292,685	1,786,540
Operating expenditures	7,912,534	8,660,900	5,401,799	3,259,101	62%	7,694,860	5,288,125
Repairs and maintenance	3,002,100	3,143,974	1,753,763	1,390,211	56%	2,605,060	1,967,007
Capital outlay	1,003,500	2,034,985	901,697	1,133,288	44%	3,970,616	2,224,808
Debt Service:							
Principal	1,324,464	1,324,464	190,000	1,134,464	14%	1,278,275	245,972
Interest	892,351	892,351	497,450	394,901	56%	952,138	530,510
Total expenditures	22,465,369	24,340,669	14,556,434	9,784,235	60%	23,774,483	15,951,893
Revenues over (under) expenditures	1,747,394	(127,906)	7,480,654	7,608,560	-5849%	7,025,963	8,056,160
Other Financing Sources (Uses):							
Long-term debt issued	-	-	-	-	na	714,000	714,000
Premiums on debt issued	-	-	-	-	na	69,924	69,924
Payments to escrow agent for refunded bonds	-	-	-	-	na	(778,023)	(778,658)
Transfer to water capital project fund	(1,747,394)	(1,747,394)	-	1,747,394	0%	(2,780,000)	(2,780,000)
Transfer from workers comp. internal service fund	-	-	-	-	na	246,850	-
Appropriated net positon	-	1,875,300	-	(1,875,300)	0%	-	-
Total other fin. sources (uses)	(1,747,394)	127,906	-	(127,906)	0%	(2,527,249)	(2,774,734)
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 7,480,654	$ 7,480,654		$ 4,498,714	$ 5,281,426

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED MARCH 31, 2021

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Investment earnings	$ 120,276	$ 170,378	$ 6,335	$ 176,713
Investment earnings-debt proceeds	-	233,056	26,896	259,952
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	173,000	456,158	33,231	489,389
Expenditures:				
Southeast Water Tank	50,550	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,773,285	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	8,855,441	9,156,704	18,012,145
Shallotte Transmission Main	5,892,000	260,311	152,181	412,492
NW Plant Treatment Expansion 12MGD	167,345,190	11,613,124	29,678,194	41,291,318
74-76 Industrial Park Water Main	1,727,715	160,304	217,985	378,289
74-76 Mintz Dr. to Old Maco	85,000	67,999	-	67,999
Total expenditures	205,556,867	22,739,487	39,205,064	61,944,551
Revenues over (under) expenditures	(205,383,867)	(22,283,329)	(39,171,833)	(61,455,162)
Other Financing Sources (Uses):				
Long term debt issued	178,600,000	178,600,000	-	178,600,000
Bond premium	17,428,317	17,428,317	-	17,428,317
Transfers from water fund	9,510,390	9,510,402	-	9,510,402
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(952,567)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	205,383,867	204,552,949	-	204,552,949
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 182,269,620	$ (39,171,833)	$ 143,097,787

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
MARCH 31, 2021

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	$ 35,407,584	$ -	$ 35,407,584
Restricted cash	11,778,601	21,548,065	33,326,666
Receivables and special assessments, net	3,895,975	-	3,895,975
Due from other governmental agencies	432,231	277,520	709,751
Inventories	491,722	-	491,722
Total current assets	52,006,113	21,825,585	73,831,698
Current Liabilities:			
Accounts payable and other liabilities	433,038	-	433,038
Interest payable	1,124,988	-	1,124,988
Prepaid fees	259,422	-	259,422
Current portion of debt	13,543,463	-	13,543,463
Total current liabilities	15,360,911	-	15,360,911
Expendable net positon	**36,645,202**	**21,825,585**	**58,470,787**
Noncurrent Items:			
Non-depreciable capital assets	20,319,683	-	20,319,683
Depreciable capital assets, net	217,503,489	-	217,503,489
Deferred outflow	2,164,577	-	2,164,577
Net pension liability	(908,181)	-	(908,181)
Compensated absences	(211,099)	-	(211,099)
Total other post-employment liability	(6,737,820)	-	(6,737,820)
Non-current portion of debt	(116,646,131)	-	(116,646,131)
Deferred inflow	(956,069)	-	(956,069)
Total net positon	$ 151,173,651	$ 21,825,585	$ 172,999,236

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE PERIOD ENDED MARCH 31, 2021 AND THE YEAR ENDED JUNE 30, 2020
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	March 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2020	March 31, 2020
Revenues:							
User charges	$ 26,786,837	$ 26,906,837	$ 28,306,349	$ 1,399,512	105%	$ 29,958,550	$ 23,395,415
ARRA interest subsidy	-	-	-	-	na	31,775	31,775
Investment earnings	125,000	125,000	18,410	(106,590)	15%	293,843	277,853
Restricted intergovernmental	-	-	24,052	24,052	na	702,748	484,682
Other	309,000	342,176	194,164	(148,012)	57%	706,090	440,071
Total revenues	27,220,837	27,374,013	28,542,975	1,168,962	104%	31,693,006	24,629,796
Expenditures:							
Salaries	3,040,169	3,071,147	2,258,668	812,479	74%	2,883,904	2,177,920
Fringe benefits	1,419,905	1,420,594	1,017,680	402,914	72%	1,271,696	957,153
Operating expenditures	4,309,033	5,269,764	3,162,068	2,107,696	60%	4,195,006	3,069,576
Repairs and maintenance	1,857,000	2,105,425	1,425,665	679,760	68%	1,901,835	1,300,774
Capital outlay	3,602,000	3,901,610	1,832,989	2,068,621	47%	4,919,454	3,900,966
Debt Service:							
Principal	12,396,931	12,391,788	662,650	11,729,138	5%	10,499,224	792,929
Interest	4,618,884	4,624,027	2,297,826	2,326,201	50%	3,889,717	1,650,180
Total expenditures	31,243,922	32,784,355	12,657,546	20,126,809	39%	29,560,836	13,849,498
Revenues over (under) expenditures	(4,023,085)	(5,410,342)	15,885,429	21,295,771	-294%	2,132,170	10,780,298
Other Financing Sources (Uses):							
Issuance of long-term debt	-	-	-	-	na	15,336,000	15,336,000
Premiums on bonds issued	-	-	-	-	na	163,155	163,155
Paments to escrow agent for refunded bonds	-	-	-	-	na	(15,382,482)	(15,382,482)
Transfer to wastewater capital project	-	(618,809)	(618,809)	-	100%	(1,239,512)	(1,239,512)
Transfer from wastewater capital project	1,128,000	1,128,000	1,128,000	-	100%	300,346	185,820
Transfer from workers comp. internal service fund	-	-	-	-	na	91,951	-
Appropriated net positon	2,895,085	4,901,151	-	(4,901,151)	0%	-	-
Total other fin. sources (uses)	4,023,085	5,410,342	509,191	(4,901,151)	9%	(730,542)	(937,019)
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 16,394,620	$ 16,394,620		$ 1,401,628	$ 9,843,279

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED MARCH 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Assessments	$ 557,053	$ 557,052	$ -	$ 557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	169,630	169,373	345	169,718
Investment earnings-debt proceeds	-	450,884	(32,290)	418,594
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	3,455,700	1,279,821	(31,945)	1,247,876
Expenditures:				
WBRWWTF Expansion Southport	2,630,000	1,037,975	151,942	1,189,917
NEBRWWTP Expansion	45,714,971	12,998,628	14,867,232	27,865,860
NEBRWWTP East Transmission Main	3,616,997	1,909,552	189,845	2,099,397
NEBRWWTP WestTransmission Main	2,891,839	2,231,350	185,272	2,416,622
Ocean Ridge Reclaimed Water Main	115,800	-	-	-
Sea Trail WWTP	147,000	-	-	-
Total expenditures	55,116,607	18,177,505	15,394,291	33,571,796
Revenues over (under) expenditures	(51,660,907)	(16,897,684)	(15,426,236)	(32,323,920)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	44,980,000	-	44,980,000
Bond premium	7,243,807	7,243,806	-	7,243,806
Transfer from wastewater fund	6,067,642	5,448,837	618,809	6,067,646
Transfer to wastewater fund	(8,668,274)	(7,540,274)	(1,128,000)	(8,668,274)
Future capital projects	(2,142,864)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	51,660,907	50,132,369	(509,191)	49,623,178
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 33,234,685	$ (15,935,427)	$ 17,299,258

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of March 31, 2021. It reports that the County had $279.2 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus $192.1 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.04%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF MARCH 31, 2021

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			$ 6,200			0.00%
BB&T			67,476,471			0.00%
Total Checking & Petty Cash				$ 67,482,671	14%	
Money Markets / Savings						
BB&T Money Rate Savings			121,219,053			0.10%
SunTrust Money Market			5,063,323			0.01%
Total Money Markets / Savings				$ 126,282,376	27%	
Certificates of Deposit / CDARS						
First Bank	3/28/21	9/28/22	21,223,895			0.30%
Total Certificates of Deposit / CDARS				$ 21,223,895	5%	
NC Capital Management Trust - Government Portfolio				$ 64,254,728	14%	0.01%
Total Unrestricted Cash and Investments				**$ 279,243,669**		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			$ 190,514,471		40%	0.01%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,370,040		0%	0.00%
Total Restricted Cash and Investments				**$ 192,099,077**		
Grand Total All Cash and Investments				**$ 471,342,746**	**100%**	**0.04%**

Cash Balances:	
General Fund	**$ 140,075,039**
County Capital Reserve Fund	**27,065,944**
School Capital Projects Fund	**12,636,894**
Water Fund	**41,969,906**
Water Capital Reserve Fund	**995,979**
Wastewater Fund	**35,407,587**
Wastewater Capital Reserve Fund	**2,492,180**

Key Indicators of Revenues and Expenditures

Presented on the Brunswick County Government website are charts with actual history, current month actual and annual budget information for major revenues and expenditures in both the enterprise and general funds.

County of Brunswick
Ad Valorem and Motor Vehicle Tax Revenues

PRIOR YEARS AD VALOREM TAX REVENUE

Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	546,345	305,329	377,089	414,438	297,635		401,391	35%	
Aug	438,769	324,296	420,293	345,102	270,439		176,083	-35%	
Sept	870,663	262,164	419,816	269,452	205,209		197,004	-4%	
Oct	267,307	208,607	207,830	315,241	168,570		168,939	0%	
Nov	204,432	207,774	235,025	244,032	268,715		198,542	-26%	
Dec	391,210	46,595	203,220	412,058	190,359		287,344	51%	
Jan	381,705	305,760	189,817	214,920	293,817		213,357	-27%	
Feb	301,199	427,181	337,199	258,244	317,056		263,765	-17%	
Mar	362,693	370,146	378,028	288,344	194,186		669,482	245%	
Apr	278,448	296,216	307,480	155,194	168,582				
May	248,619	260,659	218,586	135,962	122,872				
June	207,251	490,189	257,695	167,843	155,982				
Total	4,498,641	3,504,916	3,552,078	3,220,830	2,653,422	2,200,000	2,575,907		117%

CURRENT YEAR AD VALOREM TAX REVENUE

Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	102,981	141,121	5,141,356	7,655,126	8,464,387		11,426,822	35%	
Aug	12,440,150	15,853,299	14,003,220	13,213,303	15,145,908		14,811,590	-2%	
Sept	7,799,492	6,433,818	6,763,894	5,259,838	7,225,241		9,666,084	34%	
Oct	9,641,217	9,896,672	17,631,294	10,487,256	12,078,923		6,344,889	-47%	
Nov	21,420,290	23,944,507	17,678,530	28,069,669	30,675,338		37,436,947	22%	
Dec	33,684,730	24,416,021	20,728,131	19,916,780	28,966,741		28,595,685	-1%	
Jan	15,517,607	23,377,586	26,045,100	26,931,609	23,866,807		22,854,561	-4%	
Feb	1,937,509	2,086,134	2,100,604	2,490,412	2,522,834		2,696,145	7%	
Mar	811,691	957,399	928,997	1,078,484	795,566		1,191,240	50%	
Apr	496,119	466,309	533,520	572,320	440,218				
May	326,905	341,102	588,170	331,238	377,697				
June	278,132	560,206	396,426	261,232	387,011				
Total	104,456,823	108,474,174	112,539,242	116,267,267	130,946,671	133,894,868	135,023,963		101%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE

Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	504,379	603,858	611,857	671,914	735,512		865,948	18%	
Aug	486,317	657,269	652,753	723,623	697,838		792,070	14%	
Sept	464,133	579,331	542,846	448,121	540,459		837,937	55%	
Oct	543,146	507,568	544,226	666,358	707,908		822,381	16%	
Nov	383,693	471,246	499,198	576,498	706,266		633,461	-10%	
Dec	452,656	464,226	501,030	543,041	675,364		746,091	10%	
Jan	477,267	523,460	557,142	685,653	729,042		785,852	8%	
Feb	465,452	485,610	572,728	600,556	632,979		746,426	18%	
Mar	560,194	654,797	631,825	665,643	668,762				
Apr	575,935	550,623	624,293	676,850	600,272				
May	547,365	595,819	634,860	709,996	640,499				
June	570,403	627,536	651,911	709,693	691,320				
Total	6,030,941	6,721,343	7,024,669	7,677,946	8,026,221	7,517,500	6,230,166		83%

County of Brunswick
Local Option Sales Tax Revenues

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)

Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	969,548	986,394	1,049,718	1,252,130	1,373,725		1,553,767	13%	
Aug	1,093,465	1,224,865	1,289,737	1,329,792	1,425,459		1,612,392	13%	
Sept	938,050	952,042	978,445	938,675	1,173,168		1,328,479	13%	
Oct	596,241	752,088	864,937	680,715	734,132		1,191,688	62%	
Nov	604,948	635,873	767,798	871,829	935,348		1,090,992	17%	
Dec	561,448	626,293	698,356	576,321	790,721		1,048,030	33%	
Jan	585,079	436,031	558,342	775,353	820,652		778,802	-5%	
Feb	497,550	613,865	613,581	755,861	773,827				
Mar	603,870	588,222	547,868	746,104	759,800				
Apr	742,268	815,552	800,559	917,784	910,261				
May	756,471	837,814	794,102	966,306	892,802				
June	778,076	833,600	910,785	1,041,564	1,186,228				
Total	8,727,014	9,302,639	9,874,229	10,852,434	11,776,122	9,304,445	8,604,150		92%

ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)

Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	564,929	594,375	631,075	703,995	750,371		858,173	14%	
Aug	541,745	517,985	596,047	601,502	712,368		808,739	14%	
Sept	502,456	577,305	597,606	646,891	734,652		767,789	5%	
Oct	514,691	551,928	614,008	639,392	704,618		813,391	15%	
Nov	481,606	544,444	562,350	635,351	731,594		796,614	9%	
Dec	509,491	583,254	636,108	692,311	725,423		832,617	15%	
Jan	619,735	667,322	699,734	736,094	769,355		948,734	23%	
Feb	444,943	477,316	527,845	561,192	627,025				
Mar	466,949	512,277	512,954	577,546	636,198				
Apr	564,837	625,842	658,044	749,898	721,696				
May	560,378	588,735	607,640	697,346	625,357				
June	547,458	550,848	660,846	722,096	717,955				
Total	6,319,219	6,791,631	7,304,257	7,963,614	8,456,612	6,595,205	5,826,057		88%

ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)

Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	609,693	631,292	673,530	789,002	860,370		977,927	14%	
Aug	657,139	711,398	766,949	788,633	868,474		986,372	14%	
Sept	576,690	610,962	631,968	632,656	767,824		851,555	11%	
Oct	430,066	514,766	588,455	517,955	565,888		808,230	43%	
Nov	423,295	464,016	527,365	599,197	662,923		757,703	14%	
Dec	412,136	471,285	522,056	488,465	597,475		750,922	26%	
Jan	459,158	415,344	482,885	591,453	625,627		674,196	8%	
Feb	363,409	430,959	448,839	522,450	556,763				
Mar	417,515	430,745	414,149	525,003	553,242				
Apr	512,728	569,042	575,072	658,475	650,981				
May	515,232	566,462	554,566	661,360	608,865				
June	519,548	551,091	622,799	701,865	769,351				
Total	5,896,609	6,367,362	6,808,632	7,476,514	8,087,784	6,097,742	5,806,905		95%

Note: Sales Taxes are 2 months behind in reporting.

County of Brunswick
Occupancy Tax Revenues

Occupancy Tax County and Municipal (104930-327000 and -327001)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	358,430	427,339	354,812	458,624	431,392		294,802	-32%	
Aug	338,197	281,756	302,684	78,606	242,265		468,661	93%	
Sept	124,409	52,634	206,775	335,404	215,488		261,168	21%	
Oct	52,475	105,459	41,724	71,490	71,643		117,150	64%	
Nov	42,872	35,359	49,419	37,420	52,189		124,681	139%	
Dec	19,105	29,523	25,730	52,499	40,899		41,634	2%	
Jan	21,360	23,088	29,151	33,004	36,395		52,627	45%	
Feb	20,704	21,918	31,404	36,711	40,439		75,053	86%	
Mar	40,456	33,329	41,682	48,766	24,387				
Apr	39,274	75,775	80,581	60,920	19,599				
May	81,914	99,108	110,150	138,430	74,613				
June	275,292	273,477	320,356	376,807	418,691				
Total	1,414,489	1,458,765	1,594,467	1,728,681	1,667,999	1,910,000	1,435,776		75%

County of Brunswick
Water Fund Revenues

WATER RETAIL SALES REVENUE (617110-371316)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	467,682	474,405	469,373	505,818	591,725		523,514	-12%	
Aug	533,018	585,205	598,346	550,056	600,391		670,354	12%	
Sept	506,507	552,130	509,091	483,455	557,746		602,195	8%	
Oct	419,248	455,542	436,731	468,436	505,182		545,696	8%	
Nov	353,122	356,558	400,272	395,448	547,927		473,672	-14%	
Dec	357,715	358,875	401,470	360,250	412,440		448,165	9%	
Jan	289,804	326,617	330,727	345,037	396,758		392,757	-1%	
Feb	318,297	322,884	424,539	344,991	383,230		399,325	4%	
Mar	307,249	318,405	338,275	368,390	330,184		370,313	12%	
Apr	302,211	317,943	323,228	295,003	349,132				
May	379,472	407,205	404,362	397,617	405,038				
June	448,286	481,962	458,544	576,215	457,978				
Total	4,682,610	4,957,731	5,094,958	5,090,716	5,537,731	5,200,000	4,425,991		85%

IRRIGATION REVENUE (617110-371319)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	242,180	274,655	303,891	272,157	499,622		377,696	-24%	
Aug	328,242	391,161	364,814	318,911	553,720		382,832	-31%	
Sept	378,978	402,057	341,474	241,677	540,455		472,949	-12%	
Oct	281,554	312,823	245,944	316,475	468,263		425,114	-9%	
Nov	159,040	170,875	230,786	171,308	480,292		318,977	-34%	
Dec	92,834	79,215	194,433	137,776	288,809		236,541	-18%	
Jan	30,866	53,423	75,964	44,935	54,445		78,562	44%	
Feb	17,443	17,281	42,193	12,900	21,440		51,705	141%	
Mar	10,977	23,304	26,984	10,834	15,547		14,079	-9%	
Apr	20,209	33,613	25,042	20,209	25,833				
May	91,362	111,147	80,405	91,368	136,556				
June	255,276	294,456	171,484	547,092	179,548				
Total	1,908,962	2,164,010	2,103,414	2,185,642	3,264,530	2,900,000	2,358,455		81%

WATER WHOLESALE REVENUE (617110-371317)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	571,447	549,891	502,369	648,595	706,223		680,405	-4%	
Aug	726,527	662,991	739,238	657,834	829,608		788,526	-5%	
Sept	571,125	593,390	580,350	714,447	714,837		656,650	-8%	
Oct	419,668	467,518	439,291	391,422	624,590		614,944	-2%	
Nov	372,683	315,869	468,542	452,905	597,115		547,120	-8%	
Dec	278,846	329,525	415,210	401,300	420,180		437,859	4%	
Jan	271,780	271,848	461,637	300,896	378,791		378,543	0%	
Feb	243,372	293,671	254,055	329,861	346,753		352,029	2%	
Mar	258,696	257,119	297,083	304,562	320,726		322,327	0%	
Apr	298,786	315,449	374,571	356,824	391,888				
May	347,571	381,741	399,036	442,050	463,838				
June	423,069	723,529	625,328	794,773	582,778				
Total	4,783,570	5,162,541	5,556,710	5,795,469	6,377,327	5,000,000	4,778,403		96%

County of Brunswick
Water Fund Revenues

WATER INDUSTRIAL REVENUE (617110-371318)

Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	206,044	193,363	171,810	220,490	189,253		182,261	-4%	
Aug	198,496	176,628	242,014	216,454	206,096		203,154	-1%	
Sept	223,590	177,912	227,218	234,523	206,417		175,903	-15%	
Oct	183,414	141,672	208,907	112,229	184,682		196,762	7%	
Nov	153,158	153,071	213,605	190,551	215,263		196,202	-9%	
Dec	126,460	140,427	181,314	194,601	133,730		183,074	37%	
Jan	199,431	156,917	209,780	129,208	75,047		195,035	160%	
Feb	177,624	144,230	145,744	169,457	330,804		173,101	-48%	
Mar	194,456	163,680	162,151	160,850	125,412		160,942	28%	
Apr	179,557	153,967	200,376	138,655	203,438				
May	173,827	125,676	182,242	171,195	187,763				
June	173,052	126,581	250,422	166,681	187,056				
Total	2,189,109	1,854,124	2,395,583	2,104,894	2,244,961	1,900,000	1,666,434		88%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)

Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	451,901	470,153	487,562	504,765	525,317		546,494	4%	
Aug	451,462	475,932	489,608	507,711	524,696		459,642	-12%	
Sept	453,419	476,892	490,840	508,083	526,261		640,453	22%	
Oct	454,580	476,516	493,066	512,632	528,995		553,211	5%	
Nov	455,559	475,832	494,282	512,064	526,349		554,711	5%	
Dec	464,316	477,375	495,252	513,738	529,100		553,984	5%	
Jan	463,597	480,043	496,679	514,422	529,586		557,207	5%	
Feb	465,506	481,021	498,450	515,996	525,462		561,584	7%	
Mar	468,084	483,538	501,888	517,084	540,691		563,664	4%	
Apr	469,366	482,955	500,982	518,320	536,522				
May	469,402	485,236	505,223	521,211	541,995				
June	490,097	506,112	522,511	542,329	565,179				
Total	5,557,289	5,771,605	5,976,343	6,188,355	6,400,153	6,500,000	4,990,950		77%

WATER TAPS AND CONNECTION REVENUE (617180-371305)

Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	88,015	79,919	83,631	98,990	92,524		104,217	13%	
Aug	63,122	73,809	104,621	97,268	83,810		136,856	63%	
Sept	79,297	69,412	81,193	43,844	82,803		115,699	40%	
Oct	60,271	60,061	91,599	86,568	94,890		112,961	19%	
Nov	57,337	77,525	99,482	73,282	73,114		119,892	64%	
Dec	50,315	59,843	54,196	61,096	83,464		95,350	14%	
Jan	68,391	63,308	74,470	88,359	75,364		162,630	116%	
Feb	58,684	88,268	65,659	111,682	140,452		99,798	-29%	
Mar	61,178	89,333	143,953	103,540	89,886		131,460	46%	
Apr	88,286	76,900	79,001	120,681	55,484				
May	62,668	86,057	97,222	105,635	64,074				
June	89,289	88,308	88,973	106,785	64,804				
Prior Year's Adj					(160,000)				
Total	826,853	912,743	1,064,000	1,097,730	1,000,669	450,000	1,078,863		240%

County of Brunswick
Water Fund Revenues

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	175,282	82,430	82,749	167,036	121,501		137,818	13%	
Aug	107,350	87,643	120,522	155,663	85,320		103,863	22%	
Sept	80,372	137,586	114,051	45,363	85,192		119,232	40%	
Oct	100,031	53,152	83,126	89,233	187,338		100,884	-46%	
Nov	80,907	89,642	128,155	84,568	81,404		125,863	55%	
Dec	67,996	49,323	40,491	65,826	98,693		141,178	43%	
Jan	68,194	53,168	70,156	80,237	212,681		195,284	-8%	
Feb	83,303	80,368	43,033	108,298	126,263		152,086	20%	
Mar	55,590	83,957	142,979	126,088	144,952		315,248	117%	
Apr	103,546	191,678	78,156	136,336	54,925				
May	72,757	110,980	93,189	108,079	53,432				
June	131,407	89,349	111,500	112,809	173,356				
Total	1,126,735	1,109,276	1,108,107	1,279,536	1,425,057	688,000	1,391,456		202%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	42,850	29,279	34,402	55,946	39,806		51,532	29%	
Aug	35,126	24,946	42,390	39,850	31,354		39,432	26%	
Sept	27,267	31,882	42,063	18,567	31,475		44,492	41%	
Oct	24,152	26,858	33,713	35,876	65,131		38,196	-41%	
Nov	26,653	37,187	52,512	32,990	29,678		46,531	57%	
Dec	22,399	25,429	23,427	25,114	36,150		47,704	32%	
Jan	28,002	25,978	28,493	36,370	77,458		64,031	-17%	
Feb	25,571	35,550	24,480	44,692	58,888		51,372	-13%	
Mar	21,952	36,122	53,897	41,813	54,147		106,302	96%	
Apr	34,849	28,496	33,669	50,545	23,926				
May	21,459	30,911	35,926	38,462	23,723				
June	48,349	29,625	40,209	40,830	63,536				
Total	358,629	362,263	445,181	461,055	535,272	232,000	489,592		211%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	735,074	791,640	805,054	872,549	1,033,355		1,178,919	14%	
Aug	779,627	874,819	933,343	918,675	1,063,547		1,153,679	8%	
Sept	772,094	837,178	835,710	889,327	1,038,172		1,143,466	10%	
Oct	706,281	773,191	813,375	848,410	1,016,846		1,105,444	9%	
Nov	686,159	735,391	792,739	834,354	1,120,192		1,062,364	-5%	
Dec	724,587	753,597	801,946	827,199	839,603		1,067,872	27%	
Jan	700,776	739,484	778,549	823,964	982,576		1,028,993	5%	
Feb	705,035	740,280	835,392	825,743	957,436		1,052,992	10%	
Mar	712,260	747,301	776,766	823,196	939,142		1,058,857	13%	
Apr	708,854	744,239	786,370	825,562	963,854				
May	737,235	765,249	826,002	940,447	968,081				
June	868,150	834,436	905,605	1,157,941	1,126,957				
Total	8,836,132	9,336,805	9,890,851	10,587,367	12,049,761	11,620,000	9,852,586		85%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	114,000	76,350	108,000	216,000	227,406		262,361	15%	
Aug	97,000	152,000	133,000	202,100	158,000		199,361	26%	
Sept	73,000	84,450	95,750	80,000	133,000		187,027	41%	
Oct	57,000	95,775	185,275	156,000	221,000		151,600	-31%	
Nov	104,000	136,000	210,480	92,000	104,575		214,583	105%	
Dec	80,000	109,000	84,000	131,900	252,000		267,888	6%	
Jan	108,400	117,775	113,840	209,000	163,712		317,301	94%	
Feb	119,375	164,450	97,250	121,000	236,980		306,000	29%	
Mar	100,000	103,050	276,486	205,000	144,478		196,958	36%	
Apr	134,320	104,000	168,614	156,000	195,285				
May	69,000	110,545	140,000	218,658	163,993				
June	82,625	189,500	132,000	224,000	109,800				
Total	1,138,720	1,442,895	1,744,695	2,011,658	2,110,229	-	2,103,079		#DIV/0!

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	454,950	185,127	219,750	452,432	262,301		403,076	54%	
Aug	240,374	131,836	402,208	287,165	242,580		324,206	34%	
Sept	132,623	183,719	337,302	120,331	206,331		365,057	77%	
Oct	156,607	205,927	268,123	269,318	548,140		294,779	-46%	
Nov	125,525	270,061	392,249	125,062	226,861		398,706	76%	
Dec	94,524	154,451	186,084	173,249	261,012		363,938	39%	
Jan	172,304	196,396	218,124	289,652	230,092		522,147	127%	
Feb	150,635	214,802	134,813	320,135	405,333		372,289	-8%	
Mar	139,552	233,802	411,900	296,269	414,943		480,805	16%	
Apr	218,469	210,136	271,541	355,535	158,173				
May	246,595	205,427	313,000	274,019	139,759				
June	337,635	214,635	259,250	276,101	168,900				
Total	2,469,793	2,406,319	3,414,344	3,239,268	3,264,425	600,000	3,525,003		588%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	106,434	60,709	69,520	149,044	86,684		130,012	50%	
Aug	74,794	44,611	104,289	90,413	73,566		101,360	38%	
Sept	50,210	59,236	107,773	39,518	64,381		120,738	88%	
Oct	50,872	66,644	75,363	86,302	180,566		94,263	-48%	
Nov	44,845	83,049	122,632	39,649	74,453		130,869	76%	
Dec	31,511	47,819	52,692	54,696	91,528		119,197	30%	
Jan	54,659	67,463	68,707	95,136	75,597		174,506	131%	
Feb	44,213	68,932	49,027	104,837	199,392		124,639	-37%	
Mar	44,521	77,931	133,296	97,992	138,568		157,783	14%	
Apr	70,828	61,376	83,511	121,059	51,437				
May	49,882	61,474	98,665	91,916	46,534				
June	109,443	68,211	78,581	88,282	60,775				
Total	732,212	767,455	1,044,056	1,058,844	1,143,481	200,000	1,153,367		577%

County of Brunswick
Water and Wastewater Number of Customers

NUMBER OF WATER RETAIL CUSTOMERS							
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	Change
July	37,165	38,912	40,199	41,676	42,979	44,682	99
Aug	37,303	39,036	40,345	41,855	43,169	45,244	562
Sept	37,398	39,155	40,518	41,896	43,258	45,380	136
Oct	37,418	39,238	40,581	41,973	43,338	45,517	137
Nov	38,133	39,338	40,758	42,186	43,460	45,726	209
Dec	38,209	39,466	40,908	42,291	43,632	45,914	188
Jan	38,318	39,573	40,982	42,379	43,703	46,090	176
Feb	38,415	39,690	41,094	42,466	44,122	46,277	187
Mar	38,448	39,736	41,248	42,481	44,248		
Apr	38,587	39,894	41,365	42,647	44,345		
May	38,704	39,998	41,402	42,725	44,443		
June	38,760	40,101	41,557	42,934	44,583		
Average	38,072	39,511	40,913	42,292	43,773	45,604	1,694

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	Change
July	14,556	15,862	16,695	17,861	18,822	19,904	79
Aug	14,632	15,878	16,758	17,925	18,930	20,383	479
Sept	14,682	15,940	16,908	18,011	19,004	20,475	92
Oct	14,708	16,014	17,017	18,023	19,040	20,569	94
Nov	15,269	16,070	17,026	18,083	19,157	20,648	79
Dec	15,357	16,157	17,193	18,145	19,215	20,758	110
Jan	15,382	16,235	17,241	18,206	19,242	20,848	90
Feb	15,460	16,295	17,300	18,331	19,551	21,009	161
Mar	15,498	16,371	17,471	18,449	19,647		
Apr	15,593	16,506	17,549	18,681	19,721		
May	15,651	16,537	17,675	18,741	19,785		
June	15,847	16,579	17,719	18,816	19,825		
Average	15,220	16,204	17,213	18,273	19,328	20,574	1,184

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 8.

From:
David Stanley, Deputy County Manager for Health and Human Services

Health and Human Services - Health Services - AA-543 ELC Enhanced Detection Activities (Revision 2)

Issue/Action Requested:
Request that the Board of Commissioners approve the revised agreement addendum for Activity 543 and authorize the Health Director's executing signature on the form.

Background/Purpose of Request:
As part of the CARES Act and Paycheck Protection Program and Health Care Enhancement Act supplements, the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) awarded approximately $11 billion in 2020 to help address the domestic response to COVID-19. To provide additional critical support to jurisdictions as they continue to address COVID-19 within their communities, $19.11 billion from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, P.L. 116-260, will be provided to ELC recipients.

The Division of Public Health (DPH), Communicable Disease Branch (CDB) is making an allocation of these ELC Enhancing Detection Expansion supplemental funds available to all local health departments through the "CDC-RFA-CK19-1904" supplemental award, and in accordance with NC Session Law 2021-3, to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

This Agreement Addendum Revision #2 adds an allocation of ELC Enhancing Detection Expansion funds available to all local health departments, and modifies the scope of work and funding guidelines.

The value of funding under this revision is $1,143,858 for a total allocation of $1,436,641 for these activities through 5/31/2021.

Staff recommends approval of this addendum.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the revised agreement addendum for Activity 543 and authorize the Health Director's executing signature on the form.

ATTACHMENTS:

	Description
🗋	AA-543-R2 FY21

Division of Public Health
Agreement Addendum
FY 20-21

Brunswick County Health and Human Services
Local Health Department Legal Name

Epidemiology / Communicable Disease Branch
DPH Section / Branch Name

543 ELC Enhancing Detection Activities
Activity Number and Description

Vanessa M. Greene 919-546-1658
vanessa.greene@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

01/20/2020 – 05/31/2021
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2020 – 06/30/2021
Payment Period

☐ **Original Agreement Addendum**
☒ **Agreement Addendum Revision # 2**

I. Background:

As of January 13, 2021, this Agreement Addendum Revision #2 ***adds the following two paragraphs****:*

As part of the CARES Act and Paycheck Protection Program and Health Care Enhancement Act supplements, the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) awarded approximately $11 billion in 2020 to help address the domestic response to COVID-19. To provide additional critical support to jurisdictions as they continue to address COVID-19 within their communities, $19.11 billion from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, P.L. 116-260, will be provided to ELC recipients.

The Division of Public Health (DPH), Communicable Disease Branch (CDB) is making an allocation of these ELC Enhancing Detection Expansion supplemental funds available to all local health departments through the "CDC-RFA-CK19-1904" supplemental award, and in accordance with NC Session Law 2021-3, to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

II. Purpose:

This Agreement Addendum Revision #2 adds an allocation of ELC Enhancing Detection Expansion funds available to all local health departments, and modifies the scope of work and funding guidelines.

Health Director Signature (use blue ink) Date

Local Health Department to complete:
(If follow-up information is needed by DPH)
LHD program contact name:
Phone number with area code:
Email address:

Signature on this page signifies you have read and accepted all pages of this document.

III. Scope of Work and Deliverables:

As of January 13, 2021, this Agreement Addendum Revision #2 ***makes the following changes to Paragraph A. Allowable Activities****:*

Add Subparagraph f. to Subparagraph 4. *Improve Surveillance and Reporting of Electronic Health Data, as follows:*

f. Integrate existing LHD electronic health records (EHR) into CVMS Direct. Provider enrollment, location and inventory management functions (with the exception of inventory decrements due to vaccine administration) will still need to occur within the COVID-19 Vaccine Management System (CVMS). Contact the NC Health Information Exchange Authority at hiea@nc.gov for more information.

Add Subparagraph b. to Subparagraph 6. *Coordinate and Engage with Partners, as follows:*

b. Continue working collaboratively with partners including consideration of funding to address health equity needs of the community. Examples of partners may include but are not limited to:
   i. Tribal affiliates and community-based organizations colleges and universities;
   ii. Occupational health settings for large employers;
   iii. Churches or religious or faith-based institutions;
   iv. Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs);
   v. Pharmacies;
   vi. Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes;
   vii. Organizations and businesses that employ critical workforce;
   viii. First responder organizations;
   ix. Non-traditional providers and locations that serve high-risk populations; and
   x. Other partners that serve underserved populations.

IV. Performance Measures/Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

As of January 13, 2021, this Agreement Addendum Revision #2 ***adds Paragraphs H and I****, as follows:*

H. **ELC Enhancing Detection Expansion funds allocated in this revision (DPH funding code 1175-883A-P5) may only be used to support costs associated with activities from the time of award: January 13, 2021.**

I. Activity 543 funds unspent from SFY21 will carry forward into SFY22 and be included in a FY22 Agreement Addendum.

FY21 Activity: 543 ELC Enhancing Detection Activities **Supplement 3**

Supplement reason: ☒ In AA+BE or AA+BE Rev –OR– ☐ –

CFDA #: 93.323	Federal awd date: 01/13/21	Is award R&D? no	FAIN: NU50CK000530	Total amount of fed awd: $ 603677156

CFDA name: Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)

Fed award project description: CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Alamance	965194483	1,357,613	1,819,434
Albemarle	130537822	1,281,824	2,376,445
Alexander	030495105	300,317	449,501
Anson	847163029	195,790	343,324
Appalachian	780131541	756,995	1,174,662
Beaufort	091567776	376,379	534,407
Bladen	084171628	262,073	454,955
Brunswick	091571349	1,143,858	1,436,641
Buncombe	879203560	2,091,902	2,626,842
Burke	883321205	724,702	1,145,420
Cabarrus	143408289	1,733,591	2,292,410
Caldwell	948113402	658,171	921,271
Carteret	058735804	556,415	738,164
Caswell	077846053	181,037	337,698
Catawba	083677138	1,277,858	1,658,695
Chatham	131356607	596,437	1,076,990
Cherokee	130705072	229,156	359,250
Clay	145058231	89,950	194,459
Cleveland	879924850	784,466	1,028,389
Columbus	040040016	444,569	750,705
Craven	091564294	818,040	1,114,334
Cumberland	123914376	2,687,121	3,461,109
Dare	082358631	296,408	434,245
Davidson	077839744	1,342,395	1,829,150
Davie	076526651	343,157	528,481
Duplin	095124798	470,462	1,046,576
Durham	088564075	2,574,826	3,871,566
Edgecombe	093125375	412,244	653,811
Foothills	782359004	903,306	1,330,054
Forsyth	105316439	3,061,835	4,295,851
Franklin	084168632	558,113	800,271
Gaston	071062186	1,798,273	2,272,603
Graham	020952383	67,605	168,535
Granville-Vance	063347626	840,779	1,491,347
Greene	091564591	168,743	320,860
Guilford	071563613	4,302,274	5,639,502
Halifax	014305957	400,535	631,763
Harnett	091565986	1,089,044	1,463,010
Haywood	070620232	499,102	681,196
Henderson	085021470	940,403	1,313,558
Hoke	091563643	442,374	706,945
Hyde	832526243	39,541	135,911
Iredell	074504507	1,456,100	1,876,137
Jackson	019728518	351,903	507,360
Johnston	097599104	1,676,615	2,238,521
Jones	095116935	75,438	187,064
Lee	067439703	494,794	872,362
Lenoir	042789748	448,101	699,242
Lincoln	086869336	689,671	913,161
Macon	070626825	287,190	467,401
Madison	831052873	174,238	289,214
MTW	087204173	304,635	665,599
Mecklenburg	074498353	8,892,940	12,456,504
Montgomery	025384603	217,631	404,026
Moore	050988146	807,957	1,112,797
Nash	050425677	755,241	1,044,948
New Hanover	040029563	1,877,915	2,322,992
Northampton	097594477	156,041	335,021
Onslow	172663270	1,585,303	1,938,148
Orange	139209659	1,189,158	1,601,382
Pamlico	097600456	101,924	210,400
Pender	100955413	505,053	705,498
Person	091563718	316,279	473,545
Pitt	080889694	1,447,579	1,892,003
Polk	079067930	165,980	299,143
Randolph	027873132	1,150,642	1,730,682
Richmond	070621339	359,039	575,743
Robeson	082367871	1,046,187	1,647,666
Rockingham	077847143	728,907	965,001
Rowan	074494014	1,137,995	1,696,556
Sampson	825573975	508,825	914,052
Scotland	091564146	278,901	447,903
Stanly	131060829	503,019	709,892
Stokes	085442705	365,142	540,304
Surry	077821858	574,916	860,725
Swain	146437553	114,298	230,420
Toe River	113345201	405,180	746,420
Transylvania	030494215	275,393	409,505
Union	079051637	1,921,052	2,502,824
Wake	019625961	8,904,193	11,060,916
Warren	030239953	158,027	307,830
Wayne	040036170	986,167	1,757,532
Wilkes	067439950	547,918	931,587
Wilson	075585695	655,152	1,016,473
Yadkin	089910624	301,678	525,161

DPH-Aid-To-Counties For Fiscal Year: 20/21 Budgetary Estimate Number : 3

Activity 543 Service Period Payment Period		AA	1175 878A HH 01/20-05/31 02/20-06/30	1175 883A P5 01/13-05/31 02/13-06/30	Proposed Total	New Total
01 Alamance	*	2	0	1,357,613	1,357,613	1,819,434
D1 Albemarle	*	2	0	1,281,824	1,281,824	2,376,445
02 Alexander	*	2	0	300,317	300,317	449,501
04 Anson	*	2	0	195,790	195,790	343,324
D2 Appalachian	*	2	0	756,995	756,995	1,174,662
07 Beaufort	*	2	0	376,379	376,379	534,407
09 Bladen	*	2	0	262,073	262,073	454,955
10 Brunswick	*	2	0	1,143,858	1,143,858	1,436,641
11 Buncombe	*	2	0	2,091,902	2,091,902	2,626,842
12 Burke	*	2	0	724,702	724,702	1,145,420
13 Cabarrus	*	2	0	1,733,591	1,733,591	2,292,410
14 Caldwell	*	2	0	658,171	658,171	921,271
16 Carteret	*	2	0	556,415	556,415	738,164
17 Caswell	*	2	0	181,037	181,037	337,698
18 Catawba	*	2	0	1,277,858	1,277,858	1,658,695
19 Chatham	*	2	0	596,437	596,437	1,076,990
20 Cherokee	*	2	0	229,156	229,156	359,250
22 Clay	*	2	0	89,950	89,950	194,459
23 Cleveland	*	2	0	784,466	784,466	1,028,389
24 Columbus	*	2	0	444,569	444,569	750,705
25 Craven	*	2	0	818,040	818,040	1,114,334
26 Cumberland	*	2	0	2,687,121	2,687,121	3,461,109
28 Dare	*	2	0	296,408	296,408	434,245
29 Davidson	*	2	0	1,342,395	1,342,395	1,829,150
30 Davie	*	2	0	343,157	343,157	528,481
31 Duplin	*	2	0	470,462	470,462	1,046,576
32 Durham	*	2	0	2,574,826	2,574,826	3,871,566
33 Edgecombe	*	2	0	412,244	412,244	653,811
D7 Foothills	*	2	0	903,306	903,306	1,330,054
34 Forsyth	*	2	0	3,061,835	3,061,835	4,295,851
35 Franklin	*	2	0	558,113	558,113	800,271
36 Gaston	*	2	0	1,798,273	1,798,273	2,272,603
38 Graham	*	2	0	67,605	67,605	168,535
D3 Gran-Vance	*	2	0	840,779	840,779	1,491,347
40 Greene	*	2	0	168,743	168,743	320,860
41 Guilford	*	2	0	4,302,274	4,302,274	5,639,502
42 Halifax	*	2	0	400,535	400,535	631,763
43 Harnett	*	2	0	1,089,044	1,089,044	1,463,010
44 Haywood	*	2	0	499,102	499,102	681,196
45 Henderson	*	2	0	940,403	940,403	1,313,558
46 Hertford			0	0	0	0
47 Hoke	*	2	0	442,374	442,374	706,945
48 Hyde	*	2	0	39,541	39,541	135,911
49 Iredell	*	2	0	1,456,100	1,456,100	1,876,137
50 Jackson	*	2	0	351,903	351,903	507,360
51 Johnston	*	2	0	1,676,615	1,676,615	2,238,521
52 Jones	*	2	0	75,438	75,438	187,064
53 Lee	*	2	0	494,794	494,794	872,362

54 Lenoir	*	2	0	448,101	448,101	699,242
55 Lincoln	*	2	0	689,671	689,671	913,161
56 Macon	*	2	0	287,190	287,190	467,401
57 Madison	*	2	0	174,238	174,238	289,214
D4 M-T-W	*	2	0	304,635	304,635	665,599
60 Mecklenburg	*	2	0	8,892,940	8,892,940	12,456,504
62 Montgomery	*	2	0	217,631	217,631	404,026
63 Moore	*	2	0	807,957	807,957	1,112,797
64 Nash	*	2	0	755,241	755,241	1,044,948
65 New Hanover	*	2	0	1,877,915	1,877,915	2,322,992
66 Northampton	*	2	0	156,041	156,041	335,021
67 Onslow	*	2	0	1,585,303	1,585,303	1,938,148
68 Orange	*	2	0	1,189,158	1,189,158	1,601,382
69 Pamlico	*	2	0	101,924	101,924	210,400
71 Pender	*	2	0	505,053	505,053	705,498
73 Person	*	2	0	316,279	316,279	473,545
74 Pitt	*	2	0	1,447,579	1,447,579	1,892,003
75 Polk	*	2	0	165,980	165,980	299,143
76 Randolph	*	2	0	1,150,642	1,150,642	1,730,682
77 Richmond	*	2	0	359,039	359,039	575,743
78 Robeson	*	2	0	1,046,187	1,046,187	1,647,666
79 Rockingham	*	2	0	728,907	728,907	965,001
80 Rowan	*	2	0	1,137,995	1,137,995	1,696,556
D5 R-P-M			0	0	0	0
82 Sampson	*	2	0	508,825	508,825	914,052
83 Scotland	*	2	0	278,901	278,901	447,903
84 Stanly	*	2	0	503,019	503,019	709,892
85 Stokes	*	2	0	365,142	365,142	540,304
86 Surry	*	2	0	574,916	574,916	860,725
87 Swain	*	2	0	114,298	114,298	230,420
D6 Toe River	*	2	0	405,180	405,180	746,420
88 Transylvania	*	2	0	275,393	275,393	409,505
90 Union	*	2	0	1,921,052	1,921,052	2,502,824
92 Wake	*	2	0	8,904,193	8,904,193	11,060,916
93 Warren	*	2	0	158,027	158,027	307,830
96 Wayne	*	2	0	986,167	986,167	1,757,532
97 Wilkes	*	2	0	547,918	547,918	931,587
98 Wilson	*	2	0	655,152	655,152	1,016,473
99 Yadkin	*	2	0	301,678	301,678	525,161
Totals			0	84,000,000	84,000,000	119,000,000

Sign and Date - DPH Program Administrator John M. Ebb 3-23-21	Sign and Date - DPH Section Chief Mellm 03.23.21
Sign and Date - DPH Contracts Office Gremeko Stuart 3/23/2021	Sign and Date - DPH Budget Officer Patricia Wood 3/26/2021

SH Revision 12-0935

3/23/2021

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 9.

From:
David Stanley, HHS Executive Director

Health and Human Services - Health Services - Trailers of the East Coast Goods and Services Agreement

Issue/Action Requested:
Request that the Board of Commissioners ratify the County Manager's signature on the goods and services agreement for the purchase of a mobile command office trailer to be used for administration of COVID-19 vaccination sites.

Background/Purpose of Request:
Health Services has procured a trailer modified to operate as a mobile command center that is to be used for administration of various local vaccination sites.

After COVID-19 vaccinations, this trailer will continue to be used in response and outreach activities to include, but not limited to, Health Services program events, storm and disaster response, preparedness activities such as pod exercises and KI distribution activities, as well as many other County activities.

The total value of this trailer is $60,000 and will be paid for in total using Department of Public Health grant funds with prior-approval already secured from the grant administrator.

Staff recommends ratification of the Manager's signature.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners ratify the County Manager's signature on the goods and services agreement for the purchase of a mobile command office trailer to be used for administration of COVID-19 vaccination sites.

ATTACHMENTS:

Description

- Executed Goods and Services Agreement - TOEC

DocuSign Envelope ID: 8D4ED42C-08C9-40E4-98B6-AD70B16FE871

NORTH CAROLINA

BRUNSWICK COUNTY

GOODS AND SERVICES AGREEMENT
[Federal with FEMA clauses]

THIS GOODS AND SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part and Trailers of the East Coast, Inc., (hereinafter referred to as "Contractor"), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the "Project") and the agreed upon fees for the Project are set forth on Exhibit "A" attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 04/06/2021 (the "Effective Date") and continues in effect until 06/30/2021, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Contractor. As soon as practicable after receipt of a written notice of termination without cause, Contractor shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Contractor shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Contractor if Contractor becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Contractor, or has a receiver or trustee appointed for substantially all of its property, or if Contractor allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Contractor of the non-

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appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay costs as specified in Exhibit "A" or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Contractor shall submit monthly invoices to County and include detail of all product delivered or work performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Contractor, the County shall inform Contractor in writing of the disputed charges. Once the dispute has been resolved, Contractor shall re-invoice County for the previously disputed charges, and, per any resolution between County and Contractor, the County shall pay those charges in full at that time. No advance payment shall be made for the work to be performed by Contractor under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

6. CONTRACTOR REPRESENTATIONS

a. Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

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c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;

d. In connection with Contractor's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

f. Contractor will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;

g. The goods and services provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

h. Contractor shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;

i. Contractor acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

j. Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

The parties acknowledge that FEMA financial assistance will be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

8. WARRANTIES

Without limiting Contractor's obligation to provide warranty or maintenance services, and in addition to any other warranties available, Contractor hereby assigns to County all of

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Contractor's warranties covering any third-party goods purchased under this Agreement. Contractor will provide copies of all said warranties to County upon delivery of the goods.

9. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Contractor shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Contractor or its subcontractors. In the event that Contractor causes damage to the County's equipment or facilities, Contractor shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

10. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or the goods or services covered under this Agreement, and Contractor is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Contractor may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

11. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the goods or services covered under this Agreement.

12. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors or Providers who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

14. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

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(i) Competitively within a timeframe providing for compliance with the Agreement performance schedule;

(ii) Meeting Agreement performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

(1) Provider agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(4) In compliance with the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. DHS SEAL, LOGO, AND FLAGS

Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

17. SUSPENSION AND DEBARMENT

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Provider's actions pertaining to this Agreement.

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement.

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21. MINORITY BUSINESS ENTERPRISES

Provider will make "good faith efforts" to utilize Minority Business Enterprises (MBEs), pursuant to 2 C.F.R. § 200.321, for subcontractors in the performance of this Agreement.

22. INSURANCE

Contractor shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Contractor shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Contractor shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

23. WORKERS' COMPENSATION

To the extent required by law, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under this Agreement.

Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

24. REMEDIES

a. **RIGHT TO COVER.** If Contractor fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

    i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Contractor is again able to resume performance under this Agreement; and

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ii. Deduct any and all expenses incurred by County in obtaining the goods and/or performing the services from any money then due or to become due Contractor and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Contractor, collect the amount due from Contractor.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Contractor fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Contractor, notwithstanding anything to the contrary in this Agreement, Contractor agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

25. TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

26. HEALTH AND SAFETY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with completing the Project and other persons who may be affected thereby.

27. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Provider agrees as follows:

(1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provider will take affirmative

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action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instances in which the employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.

(4) Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided

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in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Provider may request the United States to enter into such litigation to protect the interests of the United States.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) Provider. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

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30. CLEAN AIR ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

31. FEDERAL WATER POLLUTION CONTROL ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Services which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess

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of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

33. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Contractor understands that it is a requirement of this Agreement that Contractor and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Contractor agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Contractor shall require its subcontractors to do the same. Upon request, Contractor agrees to provide County with an affidavit of compliance or exemption.

34. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

35. OWNERSHIP OF WORK PRODUCT

Should Contractor's performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Contractor.

36. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

37. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

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38. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

39. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

40. NON-WAIVER

Failure by County at any time to require the performance by Contractor of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

41. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

42. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

43. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Contractor and County.

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45. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Contractor: Trailers of the East Coast, Inc.
418 Interstate Drive
Mocksville, NC 27028

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

BRUNSWICK COUNTY

By: Randell K. Woodruff

Printed Name: Randell K. Woodruff

Title: County Manager

Date: 4/8/2021

TRAILERS OF THE EAST COAST, INC.

By: William Junker

Printed Name: William Junker

Title: Owner

Date: 4/7/2021

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

Julie A. Miller

Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Bryan W. Batton

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

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Exhibit A

Order #: 112660
222308 & 309-24' Aluminum Mobile Command Center

Status:	Version:	Created:	Revised:
Scheduled	10.3.1	12/3/2020	4/1/2021

ATC WORLD CLASS TRAILERS
http://www.aluminumtrailer.com

TRAILERS OF THE EAST COAST

SALES CONTACT:

Brad Anderson
banderson@trailerseast.com
336-751-2377 (Work)

TRAILERS OF THE EAST COAST

418 Interstate Drive
Mocksville, NC 27028
336-751-2377
336-751-4464 (Fax)
www.trailerseast.com

CONTACT INFORMATION

Brad Anderson
banderson@trailerseast.com
Trailers of the East Coast
6083456119
418 Interstate Dr.,
Mocksville, NC 27028

NOTES

VIN #223009 for Brunswick County, NC

Price does not include NC sales tax or tag fee.

MODEL INFO

Configured Model #: QSTAB8524+0-2T5.2K
Quest Aluminum Trailer
8.5'W x 24'L x 7.5'H, (2) 5200# Torsion Axle(s)
VIN: 223009
Warranty: 5 YR STR, 3 YR LTD, 1 YR ELEC WARRANTY

COLOR: POLAR WHITE
COLOR REAR: NONE
COLOR - CABINETS: POLAR WHITE

SPECIFICATIONS

Part Name	Qty	UOM	Total Ext. $	Ref.
BASE MODEL				
QSTAB8524+0-2T5.2K	1	ea	$13,173	STD
AXLE SPACING - SPREAD AXLE	1	ea		STD
ALL TUBE CONSTRUCTION	24	ft		STD
COUPLER - A-FRAME - 2-5/16" - 10,000#	1	ea		STD
CROSS MEMBERS - FLOOR - 16" O/C	24	ft		STD
CROSS MEMBERS - ROOF - 16" O/C - 1" X 3"	24	ft		STD
CROSS MEMBERS - WALL - CS - 16" O/C - 1" X 1.5"	24	ft		STD
CROSS MEMBERS - WALL - RS - 16" O/C - 1" X 1.5"	24	ft		STD
FRAME - 5"	24	ft		STD
FRAME - FULL PERIMETER - ALUMINUM	24	ft		STD
FRAME PROTECTION - SKID PLATES	1	pr		STD
FRONT DESIGN - FLAT	1	ea		STD
TRUCK PLUG - 7 WAY - BUMPER PULL	1	ea		STD
EXTERIOR ALUMINUM - STANDARD COLOR • COLOR: POLAR WHITE	24	ft		STD
EXTERIOR FASTENER - SCREWLESS	24	ft		STD
EXTERIOR ALUMINUM THICKNESS - .030	24	ft		STD

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FENDERETTES - AL	4	ea		STD
GRAVEL GUARD - ATP - 24" - WITH J RAIL	1	ea		STD
ROOF - ONE PIECE - ALUMINUM	24	ft		STD
WHEEL BOX - SMOOTH AL	2	ea		STD
LIGHT - CLEARANCE - LED - 12V - AMBER - LOWER	4	ea		STD
LIGHT - CLEARANCE - LED - 12V - AMBER - UPPER	4	ea		STD
LIGHT - CLEARANCE - LED - 12V - RED - LOWER	2	ea		STD
LIGHT - CLEARANCE - LED - 12V - RED - UPPER	7	ea		STD
LIGHT - TAILLIGHT - SLIMLINE - LED - 12V - RED	1	pr		STD
PACKAGES				
PACKAGE - CAR HAULER	1	ea		OPT
D-RINGS - 5000# - RECESSED	6	ea	$240	PKG
DOOR - REAR RAMP - PREMIUM - CONTINUOUS ALUMINUM HINGE - 2400# RATED MAX LOAD - 4000# VEHICLE LOAD	1	ea	$688	PKG
RAMP DOOR EXTERIOR - REAR - COLOR MATCHED	1	ea		PKG
TRANSITION FLAP - TPO - GRAY COIN - 16"L	1	ea		PKG
RAMP DOOR FLOORING - REAR - TPO - GRAY COIN	1	ea	$300	OPT
DOOR LATCH - PADDLE - STAINLESS STEEL	1	pr	$309	OPT
PACKAGE - ELECTRICAL #3	1	ea		OPT
BREAKER BOX - 50 AMP - 120V ONLY - 60 AMP CONVERTER - 12V FUSE PANEL - INTELI-POWER UNIT	1	ea	$787	PKG
POWER INLET - MOTORBASE - 50A - W/ SHORE CORD - 25'	1	ea		PKG
BATTERY - 12V AGM (930 CA, 775 CCA) • USED FOR: BATHROOM PACKAGE	1	ea	$246	PKG
SWITCH - POWER CUT-OFF - MANUAL - 12V	1	ea	$98	PKG
LIGHT - RECTANGULAR - LED - 14" - 12V - SURFACE MOUNT	6	ea	$756	PKG
SWITCH - WALL - 3 WAY - 12V • USED FOR: LIGHT - RECTANGULAR - LED - 14" - 12V - SURFACE MOUNT	1	pr	$85	OPT
SWITCH - RELAY - 12V - 30A	1	ea	$38	OPT
RECEPT - INTERIOR - 120V - 15A • GFCI PROTECTED WHERE REQUIRED BY CODE	6	ea	$288	PKG
RECEPT - EXTERIOR - 120V - 15A - GFI PROTECTED	1	ea	$63	PKG
LIGHT - SCENE - LED - HIGH OUTPUT - 12V - NON RECESSED - 14" X 2.5" - CHROME BEZEL	2	ea	$526	PKG
SWITCH - WALL - 12V • USED FOR: Exterior Scene Lights	1	ea	$35	PKG
PACKAGE - BATHROOM - S2 - SIDE WALL	1	ea		OPT
BATHROOM HARDWARE	1	ea	$111	PKG
CABINET CONFIGURATION - BATHROOM - S2 - SIDE WALL • CABINET COLOR: POLAR WHITE • CABINET - ALUMINUM - VANITY - W/ ALUMINUM COUNTERTOP • CABINET - ALUMINUM - LINEN CLOSET	1	ea	$565	PKG
DOOR - INTERIOR - 405 SERIES - 22" X 78" • RIGHT HINGE • LOCATION: BATHROOM TO CARGO AREA	1	ea	$595	PKG
FRAMING - BATHROOM - S2 - SIDE WALL	1	ea	$370	PKG
LIGHT - DOME - LED - 12V - NON RECESSED • LOCATION: BATHROOM	2	ea	$50	PKG
SWITCH - WALL - 12V • USED FOR: BATHROOM LIGHT	1	ea	$35	PKG
MIRROR - 16"W X 20"H	1	ea	$81	PKG
RECEPT - INTERIOR - 120V - 15A	1	ea	$48	PKG

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• GFCI PROTECTED				
SEWER HOSE AND HOLDER - 10'	1	ea	$82	PKG
SINK - SINGLE BOWL - OVAL - STAINLESS STEEL - 13.25" X 10.5" X 5" - W/ FAUCET	1	ea	$558	PKG
MONITOR PANEL - 2 TANK, BATTERY, WATER PUMP SWITCH - WHITE	1	ea	$135	PKG
TANK - WATER - BLACK - 45 GALLON • TANK SIZE MAY VARY BASED ON LOCATION OF TANKS	1	ea	$354	PKG
TANK - WATER - FRESH - 48 GALLON • TANK SIZE MAY VARY BASED ON LOCATION OF TANKS	1	ea	$282	PKG
TOILET - RV STYLE • TANKS NOT INCLUDED	1	ea	$370	PKG
VENT - ROOF - 12V • INCLUDES: SWITCH • BATTERY NOT INCLUDED • LOCATION: BATHROOM	1	ea	$148	PKG
WATER - CITY AND GRAVITY FILL	1	ea	$101	PKG
WATER PUMP - 3.0 GPM - 12V - W/ WINTERIZING TAP	1	ea	$188	PKG
PACKAGE - SAFETY	1	ea		OPT
CO DETECTOR	1	ea	$47	PKG
FIRE EXTINGUISHER - 2.5# BC	1	ea	$47	PKG
SMOKE DETECTOR	1	ea	$19	PKG
OPTIONS				
AXLE - 5200# - TORSION - EZ LUBE HUBS - ELECTRIC BRAKES • GROUND CLEARANCE: RAISE APPROX. 3" FROM STANDARD	2	ea	$200	OPT
FLOOR DESIGN - FLAT	1	ea		OPT
FRAME PROTECTION - BOGEY WHEELS	1	pr	$228	OPT
TANK - FUEL - GAS - 24 GALLON - END FILL - IN FRAME	1	ea	$2,067	OPT
JACK - TONGUE - ELECTRIC - 3500#	1	ea	$382	OPT
JACK - STABILIZER - SCISSOR - 24" - 5000# • Location: FRONT & REAR	2	pr	$692	OPT
TIRE/WHEEL - ST235/80R16/LRE - RADIAL ON ALUMINUM - W/STAINLESS STEEL LUGNUTS	4	ea	$968	OPT
SPARE TIRE/WHEEL - ST235/80R16/LRE - RADIAL ON GREY MOD	1	ea	$239	OPT
TONGUE - EXTENDED TRIPLE TUBE - 12"	1	ea	$190	OPT
AWNING - 12V WITH WEATHER GUARD - 21' - WHITE - BLACK FADE VINYL FABRIC • INCLUDES: 12V AWNING SWITCH • WEATHER GUARD: VINYL	1	ea	$1,953	OPT
AWNING CENTER SUPPORT CRADLE	1	ea		OPT
TRIM - VERTICALS - FRONT & TOP RADIUS - STAINLESS STEEL W/ CAST CORNERS - POLISHED	1	ea	$350	OPT
TRIM - SPOILER - REAR - COLOR MATCHED W/ 3 LED LIGHTS • INCLUDES: HEADER	1	ea	$739	OPT
TRIM - VERTICALS - REAR - COLOR MATCHED	1	ea		OPT
TRIM - RUB RAIL - UPPER - ALUMINUM - 4"	24	ft	$144	OPT
TRIM - RUB RAIL - LOWER - ALUMINUM - 7"	24	ft	$240	OPT
VENT SYSTEM - TWO WAY - SALEM	1	pr	$190	OPT
WINDOW - EGRESS W/ SLIDER AND SCREEN - 36"W X 24"H - ROADSIDE	1	ea	$396	OPT
WINDOW SHADE - DAY/NIGHT - 38"W X 26"H - WHITE • USED FOR: WINDOW - EGRESS W/ SLIDER AND SCREEN - 36"W X 24"H - ROADSIDE	1	ea	$78	OPT
WINDOW - SLIDER W/ SCREEN - 36"W X 24"H - CURBSIDE	1	ea	$305	OPT
WINDOW SHADE - DAY/NIGHT - 38"W X 26"H - WHITE • USED FOR: WINDOW - SLIDER W/ SCREEN - 36"W X 24"H - CURBSIDE	1	ea	$78	OPT

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WINDOW - SLIDER W/ SCREEN - 36"W X 24"H - CURBSIDE	1	ea	$305	OPT
WINDOW SHADE - DAY/NIGHT - 38"W X 26"H - WHITE • USED FOR: WINDOW - SLIDER W/ SCREEN - 36"W X 24"H - CURBSIDE	1	ea	$78	OPT
DOOR - ENTRANCE - 405 SERIES - 36" X 78" - FMVSS LOCK • RIGHT HINGE	1	ea	$310	OPT
GAS SHOCK ON ENTRANCE DOOR	1	ea	$85	OPT
GRAB HANDLE - STAINLESS STEEL FOLD OUT WITH GRIPS	1	ea	$105	OPT
STEP - SLIDE IN/OUT - NON SLIP GRID - ALUMINUM - 36"	1	ea	$449	OPT
DOOR ACCESSORIES - ADD TINTED WINDOW TO ENTRANCE DOOR	1	ea	$100	OPT
DOOR - FUEL - CAST ALUMINUM - LOCKABLE	1	ea		OPT
INTERIOR HEIGHT - 7.5'	24	ft	$816	OPT
CABINET - ALUMINUM - UPPER - STRAIGHT - 96"W - W/ RADIUS LOWER EDGE - TOP HINGED DOORS AND GAS SHOCKS • CABINET COLOR: POLAR WHITE	1	ea	$1,218	OPT
CABINET - ALUMINUM - UPPER - STRAIGHT - 96"W - W/ RADIUS LOWER EDGE - TOP HINGED DOORS AND GAS SHOCKS • CABINET COLOR: POLAR WHITE	1	ea	$1,218	OPT
INTERIOR CEILING - SCREWLESS ALUMINUM • COVE COLOR: POLAR WHITE • CEILING COLOR: POLAR WHITE (STANDARD) • SPRING BOX COLOR: POLAR WHITE • SAME MATERIAL IN BATHROOM AREA	24	ft	$504	OPT
INSULATION - CEILING - FIBERGLASS BATTEN - R-11	24	ft	$432	OPT
INTERIOR WALLS - SCREWLESS ALUMINUM - OVER PLYWOOD - 3/8" • WALL COLOR: POLAR WHITE (STANDARD) • SAME MATERIAL IN BATHROOM AREA	24	ft	$912	OPT
INSULATION - WALLS - CLOSED CELL - 1" - R-6.5 • BUBBLE FOIL R-0 INSULATION BETWEEN WALL CROSS MEMBERS WHERE WIRING PRESENT • NOT RECOMMENDED FOR COLD TEMPERATURES	24	ft	$1,440	OPT
FLOORING - TPO - GRAY COIN	24	ft	$1,440	OPT
AIRLINE TRACK - SURFACE MOUNT - WALL	19	ft	$342	OPT
BATTERY - 12V AGM (930 CA, 775 CCA) • ISOLATED TO GENERATOR ONLY	1	ea	$246	OPT
BATTERY - 12V AGM (930 CA, 775 CCA)	1	ea	$246	OPT
RECEPT - INTERIOR - 120V - 15A - USB • GFCI PROTECTED WHERE REQUIRED BY CODE • INCLUDES: 2 USB CHARGING PORTS	4	ea	$380	OPT
LIGHT - PUCK - LED - 2.75" - 12V - NON RECESSED	8	ea	$392	OPT
SWITCH - WALL - 12V • USED FOR: LIGHT - PUCK - LED - 2.75" - 12V - NON RECESSED	1	ea	$35	OPT
SWITCH - WALL - 12V • USED FOR: LED LIGHTS IN REAR SPOILER	1	ea	$35	OPT
GENERATOR - COMMERCIAL - 7.0 KW ONAN - GAS - (120V / 240V)	1	ea	$7,127	OPT
REMOTE START	1	ea		PKG
FUEL GAUGE • INCLUDES: 1 - FOR GENERATOR	1	ea		OPT
GENERATOR COMPARTMENT - TONGUE MOUNTED - COLOR MATCHED • EXPANDED METAL ON FLOOR OF COMPARTMENT • INCLUDES 405 SERIES DOUBLE DOORS - VENTED • GALVANIZED LINER FOR FRONT WALL OF TRAILER ONLY • GEN BOX & DOORS BUILT TO FIT SPECIFIC SIZE OF GEN • DOES NOT INCLUDE INSULATION	1	ea	$775	OPT

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TRANSFER SWITCH - AUTO - 50A	1 ea		OPT
MICROWAVE - 0.9 CU. FT. - 900W - OVEN • INCLUDES: 20A RECEPT - DEDICATED - 120V	1 ea	$253	OPT
REFRIGERATOR - 3.6 CU. FT. - 2 WAY (12V/120V) • REQUIRES CABINET (SOLD SEPARATELY) • EXTERIOR VENT NOT REQUIRED • INCLUDES: 15A RECEPT - DEDICATED - 120V	1 ea	$1,853	OPT
TV ANTENNA PREP • OMNIDIRECTIONAL DIGITAL ROOF MOUNT ANTENNA • 12V INPUT SWITCH • EXTERIOR COAX CABLE INLET • 16" X 14" WALL BACKER PLATE FOR TV MOUNT • INCLUDES: 120V RECEPT	1 ea	$123	OPT
HEATER - WALL MOUNT - 120V - 1500W - 5120 BTU - ELECTRIC - CHROME GRILL	1 ea	$595	OPT
ATC CUSTOM OPTIONS			
A/C - SOFTSTART	2 ea		
A/C W/ HEAT PUMP - 15,000 BTU - 14" HEIGHT - BLACK - INCLUDES SINGLE ZONE BLACK THERMOSTAT • HEAT PUMP WILL NOT WORK BELOW 40 DEGREES FAHRENHEIT	2 ea	$3,946	
CABINET - ALUMINUM - LOWER - STRAIGHT - FULL WIDTH - (8.5'W UNIT) - 40"H X 24"D - ALUMINUM COUNTERTOP • CABINET COLOR: POLAR WHITE • HOUSES REFRIGERATOR & MICROWAVE	1 ea	$1,074	
CABINET - ALUMINUM - UPPER - STRAIGHT - 24"W - W/ RADIUS LOWER EDGE - TOP HINGED DOORS AND GAS SHOCKS	1 ea	$525	
COUNTERTOP - LAMINATE - FLIP UP - 102"W X 24"D	2 ea	$2,128	
SOFA - FOLD UP SLEEPER - 6' - BLACK - REMOVABLE • MOUNTS ATTACH TO AIRLINE TRACK (OPTIONED SEPARATELY)	2 ea	$1,900	
SPARE TIRE MOUNT - UNDER FRAME - SLIDEOUT	1 ea	$189	
TOTALS			
		Subtotal	**$62,833.00**
ADJUSTMENTS			
Freight to TOEC			$1,075
TOEC discount for Brunswick Co.			($3,908)
		Adjustments Total	**($2,833.00)**
		Total	**$60,000.00**

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 10.

From:
Catherine Lytch

Health and Human Services - Public Housing Execution of Annual Civil Rights Certification

Issue/Action Requested:
Request that the Board of Commissioners review and execute the Annual Civil Rights Certification.

Background/Purpose of Request:
The Department of Housing and Urban Development (HUD) requires that each qualified public housing agency submit a Civil Rights Certification to the local HUD office annually. The form certifies that the Public Housing Agency will conform with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Title II of the Americans with Disabilities Act of 1990.

Staff recommends the Board of Commissioners review and execute the Annual Civil Rights Certification.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend the Board of Commissioners review and execute the Annual Civil Rights Certification.

ATTACHMENTS:

	Description
🗋	HUD 50077

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Brunswick County Public Housing Agency	NC 147
PHA Name	PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Randy Thompson	Chairman, Brunswick County Board of Commissioners
Signature	Date

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # V. - 11.
Tax Administation - April 2021 Releases

From:
Jeffery P Niebauer

Issue/Action Requested:
Request that the Board of Commissioners approve the April 2021 releases.

Background/Purpose of Request:
Approval of the tax releases for April 2021. A summary of the releases is listed below.

County real property release value $202,480 (3 releases)
Smithville real property release value $155,540 (2 releases)

County personal property release value $332,670 (18 releases)
Smithville personal property release value $13,161 (2 releases)
Boiling Spring Lakes personal property release value $35,738 (7 releases)
Leland personal property release value $99,412 (2 releases)
St James personal property release value $161,347 (1 release)
Southport personal property release value $6,271 (1 release)

County VTS March 2021 release value $326,757 (29 releases)
Smithville VTS March 2021 release value $58,857 (7 release)
Boiling Spring Lakes VTS March 2021 release value $16,529 (4 releases)
Calabash VTS March 2021 release value $5,780 (1 release)
Leland VTS March 2021 release value $80,002 (4 releases)
Oak Island VTS March 2021 release value $24,417 (4 releases)
St James VTS March 2021 release value $8,065 (1 release)
Shallotte VTS March 2021 release value $8,205 (1 release)

For information purposes only

Oak Island fire district $225 (2 releases)
Supply fire district $25 (1 release)

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the April 2021 releases.

ATTACHMENTS:

Description

- Tax Releases for April 2021
- Motor Vehicle Releases (VTS) April 2021 Processed March 2021 (NCDMV Tax & Tag)
- Fire Fee Releases for April 2021

Tax Releases for April 2021
Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048039	3/8/2021	KIRBY RICHARD DEWAYNE ETUX	76763 (2018)	80061536	Brunswick County	1840000304		$227.66-C	$46,940.00	Did not own January 1
048041	4/5/2021	GILBERT DURRAL R ETUX GILBERT PATRICIA M	53711 (2020)	80060569	Oak Island	249DH019		$377.18-C $31.11-SM	$77,770.00	Improvement removed from property
048043	4/5/2021	GILBERT DURRAL R ETUX GILBERT PATRICIA M	53169 (2019)	80060569	Oak Island	249DH019		$377.18-C $31.11-SM	$77,770.00	Improvement removed from property

Tax Releases for April 2021
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048045	4/7/2021	WALLACE JOHN	150661 (2020)	80020637	ST JAMES	235FC003	LOCKWOOD FOLLY	$782.53-C $96.81-SJ	$161,347.00	Did Not Own January 1
048046	4/7/2021	LINNARTZ LONNIE SCOTT	084428 (2017)	80042948		0040001501	NORTHWEST	$15.45-C	$3,186.00	Did Not Own January 1
048047	4/7/2021	LINNARTZ LONNIE SCOTT	303112 (2016)	80042948		0040001501	NORTHWEST	$16.27-C $1.63-LL	$3,354.00	Did Not Own January 1
048048	4/7/2021	DAVIS HAYWOOD MCCABLE JR	036459 (2017)	80008871		NULL	SMITHVILLE	$33.42-C $2.76-SM	$6,890.00	Did Not Own January 1
048049	4/7/2021	OLIVER MICHAEL WADE	106699 (2020)	80077620	SOUTHPORT	NULL	SMITHVILLE	$30.41-C $2.51-SM $18.54-SP	$6,271.00	Did Not Own January 1
048050	4/7/2021	LAVERICK ANTHONY ALLEN	081448 (2017)	80012550		NULL	SHALLOTTE	$22.00-C	$4,536.00	Did Not Own January 1
048051	4/7/2021	LAVERICK ANTHONY ALLEN	301471 (2016)	80012550		NULL	SHALLOTTE	$23.16-C $2.32-LL	$4,775.00	Did Not Own January 1
048052	4/7/2021	LAVERICK ANTHONY ALLEN	303470 (2015)	80012550		NULL	SHALLOTTE	$16.94-C $1.69-LL	$3,492.00	Did Not Own January 1
048053	4/7/2021	LAVERICK ANTHONY ALLEN	303632 (2014)	80012550		NULL	SHALLOTTE	$16.27-C $1.63-LL	$3,676.00	Did Not Own January 1
048054	4/7/2021	ELLIS VANNIE T ET LUCY M	043800 (2017)	21395700	BOILING SPRING LAKES	157KK00108	TOWN CREEK	$19.87-C $8.60-BSL	$4,097.00	Duplicate Listing
048055	4/7/2021	ELLIS VANNIE T ET LUCY M	301056 (2016)	21395700	BOILING SPRING LAKES	157KK00108	TOWN CREEK	$20.92-C $2.09-LL $9.06-BSL $0.91-BSLLL	$4,313.00	Duplicate Listing
048056	4/7/2021	ELLIS VANNIE T ET LUCY M	302367 (2015)	21395700	BOILING SPRING LAKES	157KK00108	TOWN CREEK	$22.02-C $2.20-LL $9.53-BSL $0.95-BSLLL	$4,540.00	Duplicate Listing

Tax Releases for April 2021
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048057	4/7/2021	ELLIS VANNIE T ET LUCY M	302851 (2014)	21395700	BOILING SPRING LAKES	157KK00108	TOWN CREEK	$21.36-C $2.14-LL $8.20-BSL $0.82-BSLLL	$4,826.00	Duplicate Listing
048058	4/7/2021	ELLIS VANNIE T ET LUCY M	041242 (2013)	21395700	BOILING SPRING LAKES	157KK00108	TOWN CREEK	$22.48-C $7.11-BSL	$5,080.00	Duplicate Listing
048059	4/7/2021	ELLIS VANNIE T ET LUCY M	300830 (2012)	21395700	BOILING SPRING LAKES	157KK00108	TOWN CREEK	$27.88-C $2.79-LL $10.71-BSL $1.07-BSLLL	$6,300.00	Duplicate Listing
048060	4/7/2021	ELLIS VANNIE T ET LUCY M	038522 (2010)	21395700	BOILING SPRING LAKES	157KK00108	TOWN CREEK	$20.08-C $7.90-BSL	$6,582.00	Duplicate Listing

Tax Releases for April 2021
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048061	4/7/2021	CHRIS AND GRACE STEAKHOUSE LLC	300765 (2020)	80078148	LELAND	0470003801	TOWN CREEK	$221.05-C $22.11-LL $95.71-LEL $9.57-LELLL	$45,577.00	Clerical Error/DE Error
048062	4/7/2021	CHRIS AND GRACE STEAKHOUSE LLC	300766 (2020)	80078148	LELAND	0470003801	TOWN CREEK	$261.10-C $52.22-LL $113.05-LEL $22.61-LELLL	$53,835.00	Clerical Error/DE Error

Release Category Codes

Release Code	Release Type
BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CLF	C LIEN FEE
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

Release Category Codes

Release Code	Release Type	Release Code	Release Type
PL01	ON PREMISES MALT	PL03	ON PREMISES WINE
SAD24	SAD 24	SAD25	SAD 25
SAD27	SAD 27	SAD28	SAD 28
SC	SANDY CREEK	SCLL	SANDY CREEK LATE LIST
SBSD	SE BRUNSWICK SAN DIST	SHA	SHALLOTTE
SHALL	SHALLOTTE LATE LIST	SM	SMITHVILLE HOSPITAL
SP	SOUTHPORT	SPLL	SOUTHPORT LATE LIST
SAD	SPECIAL ASSESSMENT DISTRICT	SJ	ST JAMES
SJLL	ST JAMES LATE LIST	SB	SUNSET BEACH
SBLL	SUNSET BEACH LATE LIST	T	TOTAL TAX
VAR	VARNAMTOWN	VARLL	VARNAMTOWN LATE LIST
YP	YAUPON BEACH	YPLLL	YAUPON BEACH LAST LIST

VTS RELEASES PROCESSED MARCH 2021

Adjustment #	Abstract #	Name-Last, First, Middle	Tag #	Year	Make	B-VAL	New Value	Diff.	City	Twp.	Overide %	Overide Value	Overide Status	Acquisition Cost	Acquisition Year	Dep Sch	Exempt Type	Notes	Date	Code	Code Description
1016026	58583983	COYNE, AMELIA DAWN	745CDV	2020	KIA	24,210	21,998	2,212	14	3				21,998	2020			RMV SALES $21,998	03/02/21	1	Adjusted per Purchase Price
1015992	58580828	TYLER, DAVID BRYAN	HAH5567	2020	CHEV	46,640	-	46,640					PERM				MILITARY	HOR- MD ETS-20260118	03/02/21	4	Military Exempt
1016032	45764735	NEUNER, JOHN III	TPK5150	2018	VOLV	43,665	35,600	8,065	29			35,600						ADJ PER NADA VALUE	03/02/21	20	Appealed value
1016077	54159207	RVK HEATING & AIR	AV8914	2002	CHEV	14,880	2,550	12,330				2,550						CORRECTED TRUCK BODY COST	03/02/21	15	TEC Value Issue
1016502	45481080	HOOVER, GREGORY ALEXANDER	FAL8551	2008	FORD	6,640	-	6,640					TEMP				MIlitary	HOR- SC	03/02/21	4	Military Exempt
1016694	59276251	BUSSEY, DONALD ALLEN JR	CM63691	2018	CAON	9,320	772	8,548	20			772						OVERVALUED 5X8 TRAILER	03/02/21	15	TEC Value Issue
1016702	52105824	KLASS, JOEL EUGENE	DJZ8326	2019	GMC	63,170	55,675	7,495				55,675						ADJ PER NADA VALUE	03/02/21	20	Appealed value
1016214	59419893	TYLER, DAVID BRYAN	JBF9189	2007	CADI	11,160	-	11,160					PERM				MILITARY	HOR- MD ETS-260118	03/02/21	4	Military Exempt
1016989	52044152	MOSS, BARBARA SHAMEIS	ZZF5010	2015	NISS	10,170	8,625	1,545	31			8,625						ADJ PER NADA VALUE	03/03/21	20	Appealed value
1018606	46375359	JOHNSON, ANGELINE ANTONIA MAMIE LYNN	FLM8725	2007	GMC	7,790	5,765	2,025	20									NC INSPECTION 260,892 MILES	03/22/21	12	High Mileage/Condition
1018594	30581447	LAUNDERVILLE, RUSSELL STEPHEN	DKW8956	2002	HOND	11,380	9,475	1,905	20			9,475						ADJ PER NADA VALUE	03/22/21	20	Appealed value
1018592	59086597	JACOBS, KELLI WATTS	TER2813	2019	MERZ	36,430	29,825	6,605	31			29,825						ADJ PER NADA VALUE	03/22/21	20	Appealed value
1018225	36761520	KINDBERG, PIETER GORDON	PKZ9101	2015	CHEV	16,660	-	16,660	14	3							MILITARY	HOR- OH	03/22/21	4	Military Exempt
1018350	59302243	WYDRA, JERRY ADOLFO	CM63850	2016	LOAD	7,170	1,315	5,855				1,315						OVERVALUED 16' TRAILER/	03/22/21	15	TEC Value Issue
1020093	47223620	MURILLO, ALEX	TBK5199	2013	FORD	11,560	5,780	5,780	19				TEMP				MILITARY	HOR- SC 1/2 EXEMPT	03/22/21	4	Military Exempt
1021090	56310107	PESSINK, BRIAN WADE II	HKL5344	2020	TOYT	39,072	-	39,072	31				PERM				MILITARY	HOR- TX ETS-270930	03/22/21	4	Military Exempt
1021592	53218022	POLEN, LARRY ALEXANDER	68003	1929	FORD	4,750	500	4,250				500						APPLICATION APPROVED (SEE ATTACHED)	03/22/21	19	Antique Value Approved
1021029	59633266	PESSINK, BRIAN WADE II	KS5521	2016	RAM	32,780	-	32,780	31				PERM				MILITARY	HOR- TX ETS-270930	03/22/21	4	Military Exempt
1021708	59608261	THOMPSON, JESSICA	RBT5209	2015	TOYT	16,410	8,205	8,205	22				TEMP				MILITARY	HOR-NY WIFE NOT DOMICILED IN NY (1/2	03/22/21	4	Military Exempt
1021708	59624933	GULLICKSON, MATTHEW LUKE	CM93520	2019	CARH	10,860	1,805	9,055				1,805						TRAILER/ $100/FT+$100/AXLE-	03/22/21	15	TEC Value Issue
1021859	31177743	HARRIS, VICTOR DONIE	DMK5945	2014	FORD	19,700	-	19,700		3			TEMP				MILITARY	HOR-VA	03/22/21	4	Military Exempt
1021875	59674942	HARRIS, STEPHANIE ANNE-LOUISE	EJS7732	2018	HOND	12,390	-	12,390		3			TEMP				MILITARY	HOR- VA	03/22/21	4	Military Exempt
1022358	59493134	THOMAS, CHARLES EDWARD	HFR3491	2015	NISS	10,170	8,787	1,383	14	3				9,250	2020	B-20		BOS 2020=$9250-5%DEP	03/22/21	1	Adjusted per Purchase Price
1023142	42531330	VESTAL, KATHI BOGUS	FFE4801	2012	CHEV	9,400	7,050	2,350		3	75%	7,050	TEMP					TOTALLOSS REBUILT TITLE	03/25/21	12	High Mileage/Condition
1022744	48079243	HARDY, CHRISTOPHER TYLER	HAJ1765	2018	CHEV	32,760	-	32,760					PERM				MILITARY	HOR- TX ETS-2361206	03/25/21	4	Military Exempt
1023547	59738423	HUNT, JOHN EARL JR	CM93530	2018	CARL	93,260	5,016	4,304						5,700	2018	B-20		OVERVALUED TRAILER/ BOS 2018=$5700-DEP	03/25/21	1	Adjusted per Purchase Price
1023670	42739952	HOLDEN, TALMAGE ASBERY	JA6267	2014	FORD	29,070	20,240	8,830						2,300	2018	B-20		BOS 2018=$23000-5%DEP	03/25/21	**1**	Adjusted per Purchase Price
1024389	35030026	HUGHES, DAVID RANDOLPH	NYA8001	2014	CHEV	20,810	16,648	4,162	14	3			TEMP					NC INSPECTION 141,572 MILES	03/25/21	12	High Mileage/Condition
1024802	46956636	STONE, MARSHA NEWMAN	CDD5372	2018	HYUN	19,670	15,619	4,051	20					16,977	2019	B-20		BOS 2019=$16,977-5%DEP	03/26/21	1	Adjusted per Purchase Price

APRIL 2021
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048040	3/8/2021	KIRBY RICHARD DEWAYNE ETUX	76763 (2018)	80061536	Brunswick County	1840000304		$25.00-SUF	$46,940.00	Did not own January 1
048042	4/5/2021	GILBERT DURRAL R ETUX GILBERT PATRICIA M	53711 (2020)	80060569	Oak Island	249DH019		$112.50-OIF	$77,770.00	Improvement removed from property
048044	4/5/2021	GILBERT DURRAL R ETUX GILBERT PATRICIA M	53169 (2019)	80060569	Oak Island	249DH019		$112.50-OIF	$77,770.00	Improvement removed from property

Release Category Codes

Release Code	Release Type	Release Code	Release Type
BHI	BALD HEAD ISLAND	BHILL	BALH HEAD ISLAND LATE LIST
BEL	BELVILLE	BELLL	BELVILLE LATE LIST
BSL	BOILING SPRING LAKES	BSLLL	BOILING SPRING LAKES LATE LIST
BOL	BOLIVIA	BOLLL	BOLIVIA LATE LIST
CLF	C LIEN FEE	CAL	CALABASH
CALLL	CALABASH LATE LIST	CS	CAROLINA SHORES
CSLL	CAROLINA SHORES LATE LIST	CAS	CASWELL BEACH
CASLL	CASWELL BEACH LATE LIST	C	COUNTY
FF	FIRE FEE	HB	HOLDEN BEACH
HBLL	HOLDEN BEACH LATE LIST	INT	INTEREST
LL	LATE LIST PENALTY	LSM	LATE LIST SMITHVILLE
LEL	LELAND	LELLL	LELAND LATE LIST
LB	LONG BEACH	LBLL	LONG BEACH LATE LIST
NAV	NAVASSA	NAVLL	NAVASSA LATE LIST
NW	NORTHWEST	NWLL	NORTHWEST LATE LIST
OI	OAK ISLAND	OILL	OAK ISLAND LATE LIST
OIB	OCEAN ISLE BEACH	OIBLL	OCEAN ISLE BEACH LATE LIST
PL02	OFF PREMISES MALT	PL04	OFF PREMISES WINE

Release Category Codes

Release Code	Release Type	Release Code	Release Type
PL01	ON PREMISES MALT	PL03	ON PREMISES WINE
SAD24	SAD 24	SAD25	SAD 25
SAD27	SAD 27	SAD28	SAD 28
SC	SANDY CREEK	SCLL	SANDY CREEK LATE LIST
SBSD	SE BRUNSWICK SAN DIST	SHA	SHALLOTTE
SHALL	SHALLOTTE LATE LIST	SM	SMITHVILLE HOSPITAL
SP	SOUTHPORT	SPLL	SOUTHPORT LATE LIST
SAD	SPECIAL ASSESSMENT DISTRICT	SJ	ST JAMES
SJLL	ST JAMES LATE LIST	SB	SUNSET BEACH
SBLL	SUNSET BEACH LATE LIST	T	TOTAL TAX
VAR	VARNAMTOWN	VARLL	VARNAMTOWN LATE LIST
YP	YAUPON BEACH	YPLLL	YAUPON BEACH LAST LIST

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # VI. - 1.

From:
Andrea White

Presentation - Proclamation Designating April 2021 as Sexual Assault Awareness Month (Yasin Holland, Victims Advocate, Rape Crisis Center of Coastal Horizons)

Issue/Action Requested:
Request that the Board of Commissioners receive a presentation from the Rape Crisis Center of Coastal Horizons and issue a Proclamation designating the month of April 2021 as Sexual Assault Awareness Month in Brunswick County.

Background/Purpose of Request:
The Rape Crisis Center of Coastal Horizons has an opportunity to read their Sexual Assault Awareness Month Proclamation.

As in past years, a proclamation has also been drafted for the Board of Commissioners to designate the month of April as Sexual Assault Awareness Month in Brunswick County.

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners receive a presentation from the Rape Crisis Center of Coastal Horizons and issue a Proclamation designating the month of April 2021 as Sexual Assault Awareness Month in Brunswick County.

ATTACHMENTS:

Description

- 2021 Proclamation Designating April as Sexual Assault Awareness Month - Brunswick County
- Sexual Assault Awareness Month Proclamation - Coastal Horizons Rape Crisis Center

County of Brunswick

Office of the County Commissioners

PROCLAMATION
SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, Sexual Assault Awareness Month calls attention to sexual violence and its impacts to people in this community; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community; and

WHEREAS, child sexual abuse prevention must be a priority; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, prevention is possible when everyone gets involved. The first step is increasing education, awareness, and community involvement.

NOW, THEREFORE, BE IT PROCLAIMED THAT the Brunswick County Board of Commissioners does hereby proclaim April as Sexual Assault Awareness Month and encourages all citizens to join advocates and communities across the country in taking action to prevent sexual violence. Each day of the year is an opportunity to create change for the future.

This the 19th day of April, 2021.

_____
Randy Thompson, Chairman
Brunswick County Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

Sexual Assault Awareness Month

Proclamation

APRIL 2021

April is Sexual Assault Awareness Month – a time to draw attention to the prevalence of sexual assault and educate individuals and communities about how to prevent it. Sexual harassment, abuse, and assault are widespread problems. We know that, in the United States alone, nearly one in five women and one in 67 men have been raped at some time in their lives (Smith et al., 2017), and that one in six boys and one in four girls is sexually abused before the age of 18 (Dube et al., 2005).

Sexual harassment, assault, and abuse happen in all communities – and that includes online spaces. We are spending more and more of our lives online – whether that's for work, school, or entertainment. Unfortunately, with this increase in virtual connection comes an increase in online abuse and harassment. Consent and boundaries can be violated online in a number of ways, and the trauma of online abuse is all too real for many survivors.

But each of us has the power to change that. We can all make a difference to ensure that our online communities are safe and respectful for everyone.

2021 marks the twentieth anniversary of SAAM, and the theme of this year's campaign is "We Can Build Safe Online Spaces." The campaign calls on us to create online spaces that are built on the foundational values of practicing consent, keeping kids safe, and supporting survivors

I join advocates and communities across the country in preventing online abuse. Together, we can build safe online spaces now and into the future.

Name

Date

Dube, S. R., Anda, R. F., Whitfield, C. L., Brown, D. W., Felitti, V. J., Dong, M., & Giles, W. H. (2005). Long-term consequences of childhood sexual abuse by gender of victim. *American Journal of Preventive Medicine, 28*(5), 430–438. https://doi.org/10.1016/j.amepre.2005.01.015

Smith, S. G., Chen, J., Basile, K. C., Gilbert, L. K., Merrick, M. T., Patel, N., Walling, M., & Jain, A. (2017). *The National Intimate Partner and Sexual Violence Survey (NISVS): 2010-2012 state report.* U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. https://www.cdc.gov/violenceprevention/pdf/NISVS-StateReportBook.pdf

NSVRC national sexual violence resource center

Sexual Assault Awareness Month

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # VI. - 2.
Presentation - Proclamation Recognizing 2021 National County Government Month (Meagan Kascsak, Communications Director)

From:
Meagan Kascsak, Communications Director

Issue/Action Requested:
Request the Board of Commissioners issue a proclamation recognizing 2021 National County Government Month.

Background/Purpose of Request:
National County Government Month (NCGM), held each April, is an annual celebration of county government. Since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer.

Fiscal Impact:

Approved By County Attorney:

ATTACHMENTS:

Description
Proclamation - National County Government Month

County of Brunswick

Office of the County Commissioners

PROCLAMATION
NATIONAL COUNTY GOVERNMENT MONTH - APRIL 2021

WHEREAS, the nation's 3,069 counties, parishes and boroughs serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide public health services, administer justice, keep communities safe, deliver essential water and wastewater services, foster economic opportunities and much more; and

WHEREAS, Brunswick County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, both Brunswick County and the National Association of Counties are committed to demonstrating how counties matter, especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, Brunswick County is a team of more than 1,000 public service professionals serving one of the nation's fastest growing counties with more than 140,000 residents, 19 municipalities, and numerous businesses, industries, tourists, students, and community partners with essential services to support opportunities for success and to sustain a high quality of life.

NOW, THEREFORE, BE IT RESOLVED THAT the Brunswick County Board of Commissioners does hereby proclaim April 2021 as National County Government Month.

This the 19th day of April, 2021.

_____
Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____
Andrea White, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # VI. - 3.

From:
John Nichols, P.E.

Presentation - Utilities - Project Updates (John Nichols, Public Utilities Director)

Issue/Action Requested:
Request that the Board of Commissioners receive information regarding the status of various key Utilities projects.

Background/Purpose of Request:
Development is key to the economic growth and financial stability of the residents of Brunswick County. In order for this continued growth to occur, the appurtenant water and sewer infrastructure is required. Brunswick County has over $250 million in ongoing Utilities projects in design and construction. The presentation will provide status updates on these key projects.

Primarily, updates will be provided for the Northeast Wastewater Treatment Plant Expansion and associated transmission force mains, the Northwest Water Treatment Plant Expansion & Advanced Treatment, the Northwest Water Treatment Plant concentrate pipeline, the MAP/ILP sewer & pumping station, the Shallotte Water Transmission Main, and the West Brunswick Regional Wastewater System Expansion.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend the Board of Commissioners receive information regarding the status of various key Utilities projects.

ATTACHMENTS:

Description

- Utilities - Project Update PowerPoint Presentation - Attach 1

NEWWTP Expansion 2.5 MGD

Contract Amount: $41.6M

Anticipated Plant Start Up:
November 2021

Current Progress:
70% Complete

Designer:
McKim & Creed

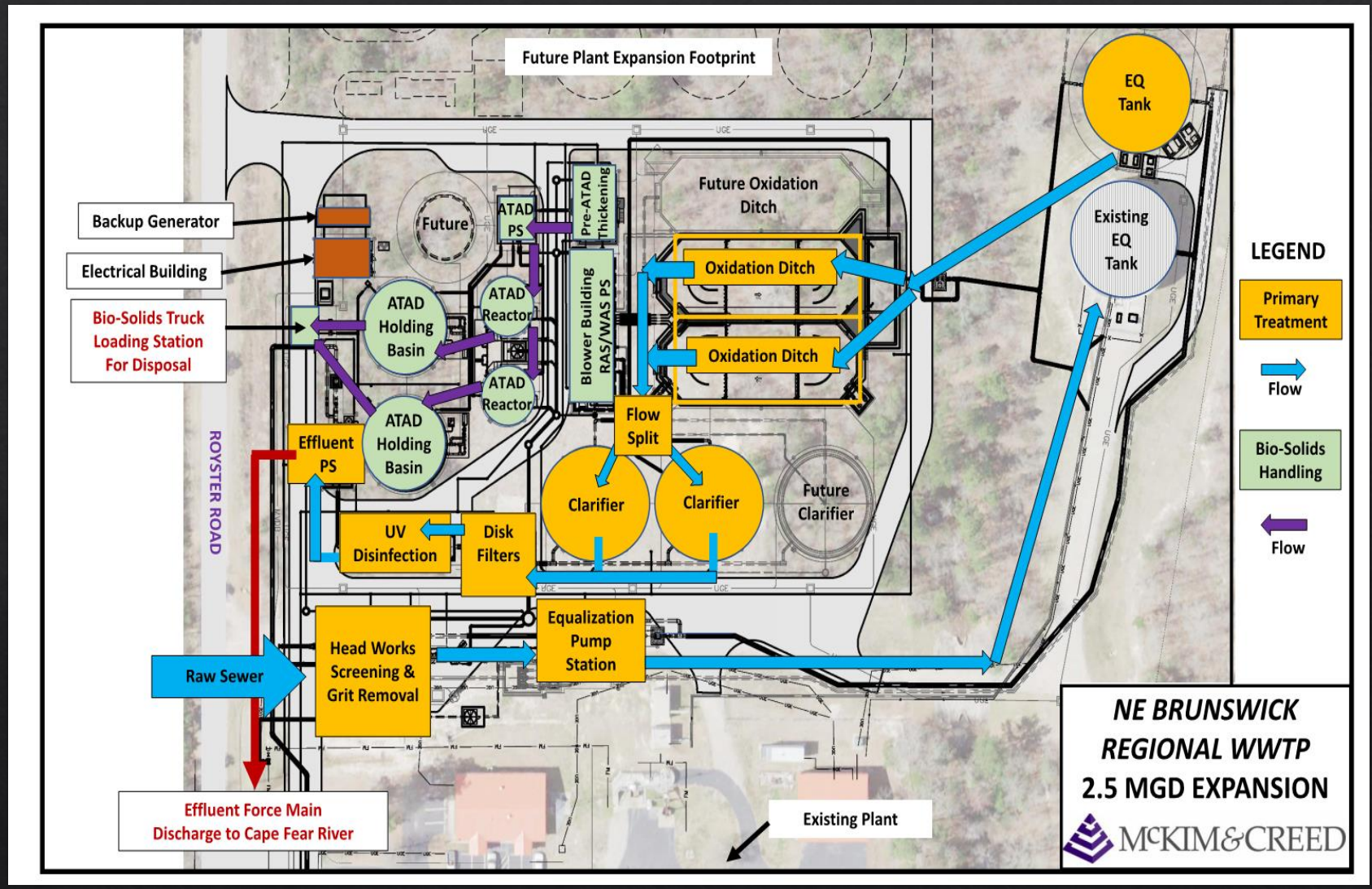
Contractor:
T.A. Loving Company

Milestones

- Major Milestones
  - Project approaching 75% completion mark
  - Major structures have been constructed and exterior coatings have been applied
  - Major equipment arriving and being installed
  - Plant process piping being installed
  - Buildings have been dried in and interior work continues

NEWWTP Expansion Overview

- As influent wastewater moves through the treatment plant, solids are separated from the liquids
- The solids and liquids are individually treated by a biological process
- Several major structures must be constructed for the process to occur
- The major structures for the treatment of the liquid: EQ Tanks, Oxidation Ditches and Clarifiers
- The major structures for the treatment of solids: Pre-ATAD Thickener, ATAD Pump Station, Reactors and Holding Tanks



NOVEMBER 2020
ATAD PUMP STATION
ATAD THICKENER
ELECTRICAL BUILDING
ATAD REACTORS
ATAD HOLDING TANKS
OXIDATION DITCHES
CLARIFIERS
EFFLUENT PUMP STATION
EQ PUMP STATION

ELECTRICAL BUIDING AND GENERATOR
ATAD HOLDING TANKS
ATAD PUMP STATION BUILDING
ATAD THICKENER BUILDING
HEADWORKS
ATAD REACTORS
BLOWER BUILDING
DISK FILTERS
CLARIFIERS
OXIDATION DITCHES
EQ PUMP STATION
MARCH 2021

Exterior Coatings Completed on Major Structures

Equipment Arriving and Being Installed Daily

Plant Process Piping Being Installed

Buildings Have Been Dried In Allowing for Major Equipment to be Housed

Construction Progresses Daily to Allow for Future Growth and Meet the Needs of the Citizens of Brunswick County

Northeast Regional Wastewater Offsite Force Mains

Trenchless Pipe Installation by Horizontal Directional Drill Method

Horizontal Directional Drill Machine Pushes Metal Rods Through the Earth

Bentonite is Pumped Through the Metal Rods to Stabilize the Hole

Metal Rods Connect to Pipe at the Far End of the Drill Which is Then Pulled Back Through the Hole

Northwest WTP Expansion and Reverse Osmosis Construction Project

Contract Amount: $129.1 M

Reverse Osmosis Beneficial Use:
June 2023

Construction Progress:
20% Complete

Designer:
CDM-Smith

Contractor:
Oscar Renda Construction

Two Separate Nighttime Bypass Tie-Ins Have Been Completed

A new 24” raw water valve needed to be installed to keep the west side flowing for the duration of the project. August 21st, 2020

East Side Clarifier Equipment Installed and Put Back Into Service

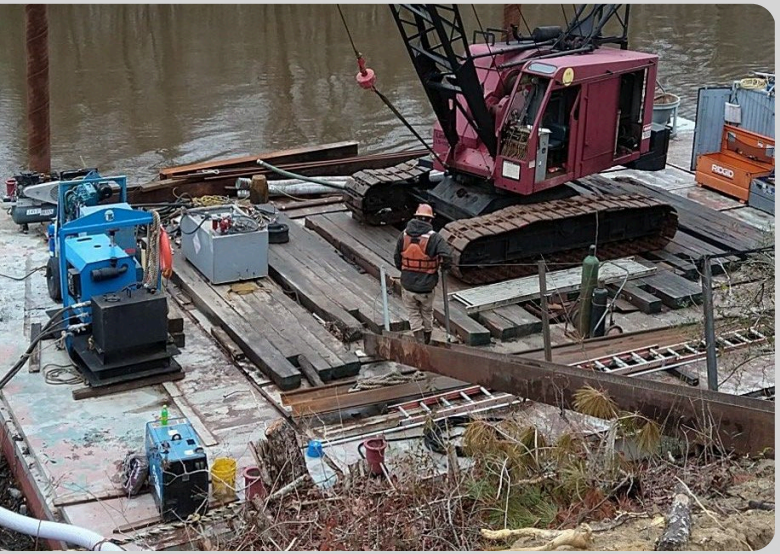
Work Progresses on the New Filters and Rapid Mix Structures

LPRO Concentrate Pipeline

Project 90% Complete.

This new pipeline will carry discharge from the NWWTP to the Cape Fear River

36-inch Welded Steel Casing Pipe Installed Underneath Mt Misery Rd. to Allow for Installation of the New Concentrate Discharge Pipeline



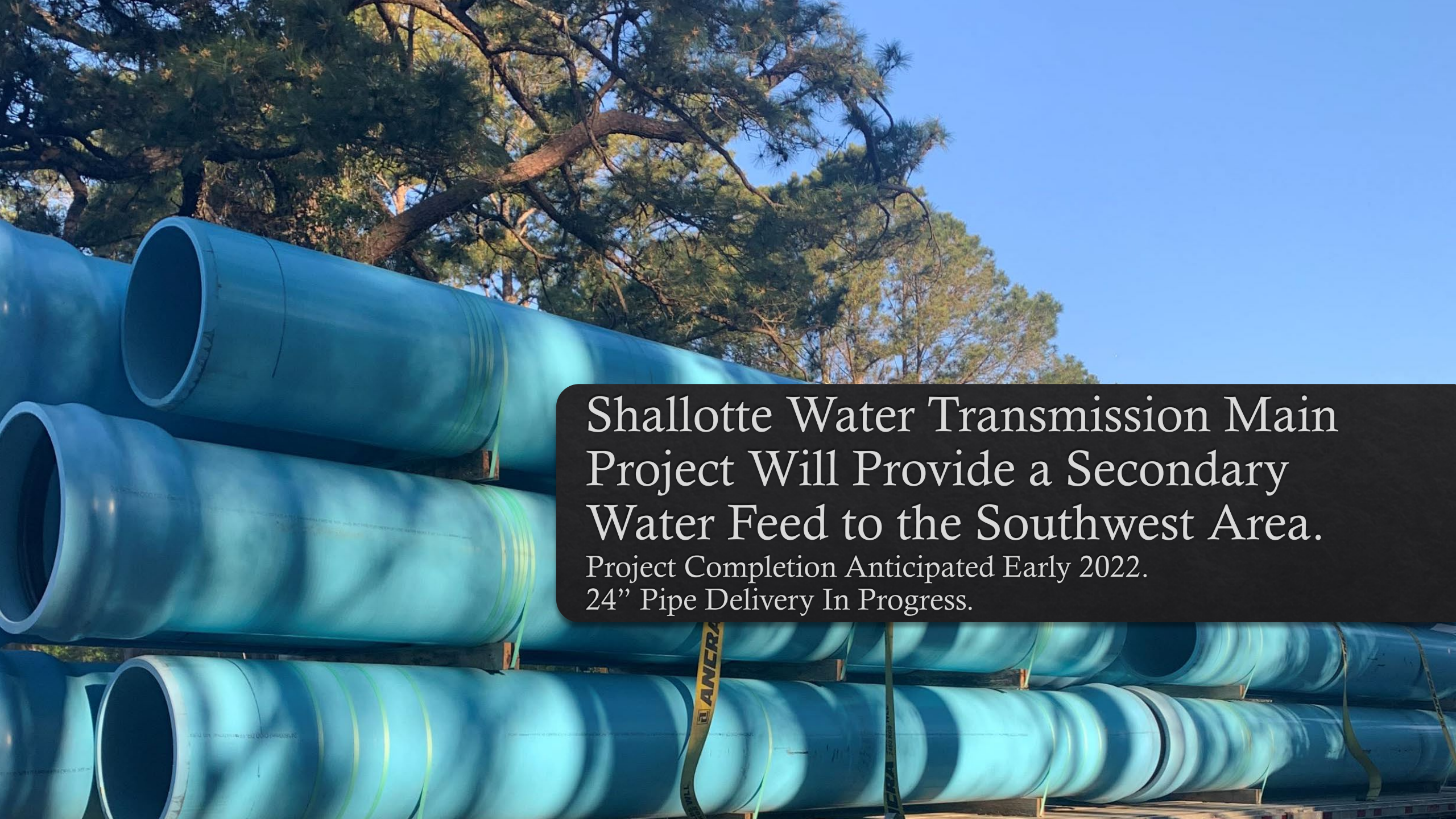
Coffer dam installed in the Cape Fear River to accommodate the pipeline outfall structure. When work is complete, the cofferdam will be flooded, and commercial divers will torch off the metal sheathing which will be removed by a crane.

74/76 - MAP/ILP Industrial Park Sewer

ILP Gravity Sewer & Polymer Receiving Manhole

ILP Concrete Pour

MAP Pump Station



Shallotte Water Transmission Main Project Will Provide a Secondary Water Feed to the Southwest Area.

Project Completion Anticipated Early 2022.
24” Pipe Delivery In Progress.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # VII. - 1.

From:
Andrea White

Health and Human Services - Public Housing - Public Hearing to Review Program Goals and Objectives (Catherine Lytch, Social Services Director)

Issue/Action Requested:
Request that the Board of Commissioners conduct a Public Hearing to receive comments or suggestions on the Public Housing Agency goals, objectives, and policies.

Background/Purpose of Request:
The Department of Housing and Urban Development (HUD) requires each Public Housing Agency (PHA) to to prepare and submit a Five-Year Plan that informs HUD, residents, and the public of the PHAs mission for serving the needs of low-income and very low-income families and the strategies for addressing those needs. Prior to submitting the plan, HUD requires the public housing agency to give the public the opportunity to make comments and suggestions. Feedback from the hearing will be sent to HUD.

A notice advertising the Public Hearing was published in the State Port Pilot and the Brunswick Beacon the week of February 25, 2021.

Staff recommends the Commissioners conduct a public hearing to receive any comments and suggestions on the Public Housing Agency goals, objectives, and policies.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners conduct a Public Hearing to receive comments or suggestions on the Public Housing Agency goals, objectives, and policies.

ATTACHMENTS:

Description

- Public Hearing Notice
- PH Goals and Objectives

NOTICE OF A PUBLIC HEARING

The Brunswick County Board of Commissioners will conduct a Public Hearing on Monday, April 19, 2021 at 6:00 p.m. in the Commissioners Chambers located in the David R. Sandifer Building, 30 Government Center Dr., N.E., Bolivia, NC. The purpose of the public hearing is to receive comments from citizens on the Public Housing Agency's goals and objectives. All citizens are encouraged to attend the public hearing and make comments. The goals and objectives may be viewed in the administrative office of the Public Housing Agency located Building B of the County Government Center, Bolivia, NC. Written comments and questions may be forwarded to the Brunswick County Public Housing Agency, Attn: Catherine Lytch, P.O. Box 219, Bolivia, North Carolina 28422.

Andrea White
Clerk to the Brunswick Board of Commissioners

5-Year PHA Plan *(for All PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A. PHA Information.

A.1

PHA Name: Brunswick County Public Housing Agency **PHA Code**: NC 147

PHA Plan for Fiscal Year Beginning: (MM/YYYY): 06/30/2020
PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	**5-Year Plan.** Required for all PHAs completing this form.
B.1	**Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. To promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination for very low and extremely low-income families.
B.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low-income, and extremely low- income families for the next five years. Goal # 1: Improve the quality of assisted housing Objectives: • Aggressively purse outreach to property owners to expand and upgrade the quality and availability of housing to low-income families • Continue to implement strategies to improve the quality of units under the voucher program • Enforce housing quality standards and encourage voucher holders to seek high quality, energy efficient units • Continue to reach out to new apartment complex to educate regarding the HCV program • Maintain a "high performer" SEMAP designation Goal #2: Enhance our technology tools and program effectiveness, identify processes that can be automated and converted to paperless Objectives: • Continue to work with housing software provider to upgrade system and identify efficiencies Goal #3: Continue to apply for additional HUD funding to meet the needs of community residents. Objectives: • Collaborate with local department of social services to provide housing to children who have aged out of foster care via the Foster Youth to Independence initiative • Continue to collaborate with Fayetteville VA to provide VASH vouchers to referred veterans • Monitor HUD initiatives and targeted housing programs for opportunities to identify programs that will meet the housing needs of county residents Goal #4: Continue to improve lease up rate Objective: • Maintain a log of reasons why voucher holders do not lease up to increase understanding or community and participant needs • Continue to provide education and outreach to landlord to increase the availability of housing • Provide education to the individuals on the waitlist regarding the impact credit and criminal background on obtaining housing

B.3	**Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. Brunswick County Public Housing staff continue to provide outreach and education to area landlords. Hurricane Florence negatively impacted the availability of housing in the county. Participant rates have decreased since the storm as many homes were destroyed. Staff have upgraded housing software and are paperless. We have automated payment process which has increased efficiency and accuracy of payments. Staff are working with software company to identify additional software which will assist staff and participants. Staff continue to recommend administrative plan changes to advisory and governing board to ensure the agency is growing to meet the needs of residence.
B.4	**Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. The PHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history that would warrant denial under the PHA's policies. Therefore, if the PHA makes a determination to deny assistance to an applicant family, he PHA will include in its notice the denial and VAWA information described in section 16-IX.C of the PHA administrative plan as well as including a copy of the form HUD-50066/ The PHA will request that an applicant wishing to claim protection under VAWA notify the PHA within 10 business days.
B.5	**Significant Amendment or Modification**. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.
B.6	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the 5-Year PHA Plan? Y ☐ N ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
B.7	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

Instructions for Preparation of Form HUD-50075-5Y
5-Year PHA Plan for All PHAs

A. PHA Information 24 CFR §903.23(4)(e)

A.1 Include the full **PHA Name**, **PHA Code**, , **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

B.1 Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR §903.6(a)(1))

B.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low- income, and extremely low- income families for the next five years. (24 CFR §903.6(b)(1)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

B.3 Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. (24 CFR §903.6(b)(2))

B.4 Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR §903.6(a)(3))

B.5 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

(a) Did the public or RAB provide comments?
(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.17(a), 24 CFR §903.19)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low-income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # VIII. - 1.

From:
John Nichols, P.E.

Utilities - Grant Acceptance and WithersRavenel Task Order (John Nichols, Public Utilities Director)

Issue/Action Requested:
Request that the Board of Commissioners accept the Clean Water State Reserve Fund grant in the amount of $2,852,818 and Drinking Water State Revolving Fund principal forgiveness loan in the amount of $2,218,967 to repair the recently acquired Navassa utility system. Also request that the Board approve the proposed Task Order No. 1 with WithersRavenel in the amount of $20,000 and Task Order No. 2 in the amount of $20,000 to provide engineering services associated with the preparation of Engineering Reports required to secure each of the above funds.

Background/Purpose of Request:
At the March 16, 2020, Board Meeting, the Board of Commissioners approved the resolution to submit an application for grant funding, including all its terms and conditions, to the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure. The applications for the State Water Authority Drinking Water State Revolving Fund and the Clean Water State Revolving Fund are directed to address repairs necessary for the utility system conveyed from the Town of Navassa. The NCDEQ approved the funding requests and issued Letters of Intent to Fund dated March 1, 2021. Brunswick County is the intended recipient of $2,852,818 grant funds from the Clean Water State Reserve Fund (SRP) and $2,218,967 principal forgiveness loan funds from the Drinking Water State Revolving Fund (DWSRF). The total intended funding amount is $5,071,785. The county will be invoiced a 1.5% grant fee and a 2% loan fee associated with the acceptance of these grant and loan funds.

The first step in securing the intended funding is to submit an Engineering Report and associated Environmental Review which are due on July 1, 2021. On August 19, 2020, the Board of Commissioners approved the Notice of Award for On-Call Engineering Services with multiple firms, including WithersRavenel. WithersRavenel was selected to complete the required engineering reports associated with the intended funding. As the DWSRF is a federally funded source, and the SRP is a state funded source, a separate Task Order has been set up for each. The task orders consist of evaluating available documentation including as-builts, GIS data, operations and maintenance records, SCADA data, and previous studies; performing site visits to conduct a visual assessment of existing field conditions, identify any constructability issues, field verified measurements pertaining to project scope, determine requirements related to permitting and note any project requirements; prepare maps and worksheets to facilitate the necessary fieldwork and data gathering related to the project; prepare the ER in accordance with State guidance's; and, submit a draft ER to the NCDWI, review comments and resubmit a finalized ER to NCDWI for approval.

Staff recommends that the Board accept the Clean Water State Reserve Fund grant in the amount of $2,852,818 and Drinking Water State Revolving Fund principal forgiveness loan in the amount of $2,218,967; and approve the proposed Task Order No. 1 with WithersRavenel in the amount of $20,000 and Task Order No. 2 in the amount of $20,000.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendments and the associated capital project ordinances appropriates State Restricted funds for a $2,852,818 State Reserve grant in the Navassa sewer project and a $2,218,967 through a Drinking Water State Revolving Fund loan, with 100 percent principal forgiveness in the Navassa water project. Transferred from the water fund the $44,380 required 2% loan fee required.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend the Board of Commissioners accept the Clean Water State Reserve Fund grant in the amount of $2,852,818 and Drinking Water State Revolving Fund principal forgiveness loan in the amount of $2,218,967 to repair the recently acquired Navassa utility system. Also request that the Board approve the proposed Task Order No. 1 with WithersRavenel in the amount of $20,000 and Task Order No. 2 in the amount of $20,000 to provide engineering services associated with the preparation of Engineering Reports required to secure each of the above funds.

ATTACHMENTS:

Description

- Utilities - NCDEQ Letter of Intent to Fund Clean Water State Reserve - Attach 1
- Utilities - NCDEQ Letter of Intent to Fund Drinking Water State Resolving Fund - Attach 2
- 20210419 Budget Amendment Navassa Wastewater System Rehabilitation.pdf
- 20210419 CPO Navassa Wastewater Rehabilitation Project.pdf
- 20210419 Budget Amendment Water Master Plan.pdf
- 20210419 CPO Navassa Water Rehabilitation Project.pdf
- Task Order No. 1
- Task Order No. 2

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
Kim H. Colson
Director

NORTH CAROLINA
Environmental Quality

March 1, 2021

Mr. Randell Woodruff, County Manager
Brunswick County
PO Box 249
Bolivia, NC 28422

Subject: Letter of Intent to Fund
2020 City of Navasa WW Collection System Rehabilitation
Fall 2020 Application Cycle
Project No.: SRP-W-0186

Dear Mr. Woodruff:

The Division of Water Infrastructure has reviewed your application, and the State Water Infrastructure Authority has approved your project as eligible to receive funding. The State Reserve Project Grant will be 100% of eligible project costs up to a maximum of $2,852,818. A grant fee of 1.5% will be invoiced after bids have been received.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

Milestone	**Date**
Engineering Report Submittal	July 1, 2021
Engineering Report Approval	December 1, 2021
Bid and Design Package Submittal	June 1, 2022
Bid and Design Package Approval	October 3, 2022
Advertise Project, Receive Bids, Submit Bid Information, and Receive Authority To Award	February 1, 2023
Execute Construction Contract(s)	March 1, 2023

The first milestone is the submittal of an Engineering Report by close of business on July 1, 2021. The Engineering Report must be developed using the guidance found on our website (https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information). **Failure to meet any milestone may result in the forfeiture of funding for the proposed project.**

The State Environmental Policy Act exempts projects funded by the State Reserve (such as this project) from state-mandated environmental review. Federal requirements may still apply. [NCGS 113A-12(2)h.]

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.

If you have questions, please contact me at (919) 807-6458, by email at jon.risgaard@ncdenr.gov,or James E. Baltzer, PE by phone at (919) 707-9163, by email at james.baltzer@ncdenr.gov.

Sincerely,

Jon Risgaard

Jon Risgaard, Chief
State Revolving Fund Section

CC: Brent Lockamy, Brunswick Count Public Utility, Bolivia
Rhonda Olson, Brunswick Count Public Utility, Bolivia
Mark Hubbard, PE
Project File (**COM_LOIF**)

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
Kim H. Colson
Director

NORTH CAROLINA
Environmental Quality

March 1, 2021

Mr. Randell Woodruff, County Manager
Brunswick County
PO Box 249
Bolivia, NC 28422

Subject: Letter of Intent to Fund
2020 City of Navassa Water Distribution System Rehabilitation
Fall 2020 Application Cycle
Project No.: 2017

Dear Mr. Woodruff:

The Division of Water Infrastructure has reviewed your application, and the State Water Infrastructure Authority has approved your project as eligible to receive funding. The Drinking Water State Revolving Fund (DWSRF) loan amount will be $2,218,967, and all principal will be forgiven. A loan fee of 2% will be invoiced after bids have been received.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

Milestone	**Date**
Engineering Report Submittal	July 1, 2021
Engineering Report Approval	December 1, 2021
Bid and Design Package Submittal	June 1, 2022
Bid and Design Package Approval	October 3, 2022
Advertise Project, Receive Bids, Submit Bid Information, and Receive Authority To Award	February 1, 2023
Execute Construction Contract(s)	March 1, 2023

The first milestone is the submittal of an Engineering Report by close of business on July 1, 2021. The Engineering Report must be developed using the guidance found on our website (https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information). **Failure to meet any milestone may result in the forfeiture of funding for the proposed project.**

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.

Davis-Bacon Requirements and American Iron and Steel Provisions

Projects funded through the State Revolving Fund (SRF) programs (including ASADRA) must comply with Davis-Bacon wage requirements and American Iron and Steel provisions. You can find standard specifications covering these requirements on our website.

Drought Bill Requirements

In accordance with G.S. 143-355.4, a project "for the purpose of extending waterlines or expanding water treatment capacity" must document numerous requirements during the Engineering Report review process. You can find additional information at the following link: http://www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-355.4.html

If you have any questions, please contact Robin Peele, by phone at (919) 707-9056 or by email at robin.peele@ncdenr.gov.

Sincerely,

Jon Risgaard

Jon Risgaard, Chief
State Revolving Fund Section

CC: Brent Lockamy, Brunswick Count Public Utility, Bolivia
Rhonda Olson, Brunswick Count Public Utility, Bolivia
Vincent Jude Tomaino, PE
Mark Hubbard, PEProject File (**COM_LOIF**)

Request Info	
Type	Budget Amendment
Description	Clean Water State Reserve Funds
Justification	Board Meeting 04/19/2021-Appropriate State Restricted funds for a $2,852,818 Clean Water State Reserve Fund grant in the Navassa Wastewater System Rehabilitation project.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
448274	332000	Navassa Wastewater Sys. Rehab	State Revenues - Restricted	2852818	Increase	Credit
448274	464000	Navassa Wastewater Sys. Rehab	Administration/Other	89000	Increase	Debit
448274	464001	Navassa Wastewater Sys. Rehab	Arch/Engnrg/Legal	240000	Increase	Debit
448274	464002	Navassa Wastewater Sys. Rehab	Construction	2523818	Increase	Debit

Total	
Grand Total:	5705636

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Navassa Wastewater System Rehabilitation Project
(448274)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Wastewater Capital Projects Fund:

Wastewater Capital ProjectsFund:		
Revenues:		
State Revenues Restricted		2,852,818
Total Wastewater Capital Project Revenues	**$**	**2,852,818**
Expenditures:		
Administration		89,000
Arch/Eng/Legal		240,000
Construction		2,523,818
Total Wastewater Capital Project Expenditures	**$**	**2,523,818**

Section 2. This Capital Project Ordinance shall be entered into the minutes of the April 19, 2021 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Water Master Plan
Justification	Board Meeting 04/19/2021-Reduce transfer to projects $243,900 and move to professional services for award of contract to CDM Smith, Inc. for 2021 Comprehensive Water Treatment and Distribution System Master Plan.
Originator	TIFFANY ROGERS

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
619800	498041	Interfund Trans Water Fund	Transfer to Water Capital Proj	-243900	Decrease	Credit
617110	419900	Water - Administration	Prof Ser-Other	243900	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Navassa Water System Rehabilitation Project
(418293)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Water Capital Projects Fund:

Water Capital ProjectsFund:		
Revenues:		
State Revenues Restricted		2,218,967
Transfer from Water Fund		44,380
Total Water Capital Project Revenues	**$**	**2,263,347**
Expenditures:		
Administration		89,000
Arch/Eng/Legal		327,380
Construction		1,846,967
Total Water Capital Project Expenditures	**$**	**2,263,347**

Section 2. It is estimated that the following revenues will be available in the Brunswick County Water Fund:

Current Funds Appropriated	$	44,380

Section 3. The following amounts are hereby appropriated in the Brunswick County Water Fund:

Contribution to Capital Project Fund	$	44,380

Section 4. This Capital Project Ordinance shall be entered into the minutes of the April 19, 2021 meeting of the Brunswick County Board of Commissioners.

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TASK ORDER - 1

WITHERSRAVENEL, INC.

Effective Date: April 20, 2021

Provider: WithersRavenel, Inc.

Project: Town of Navassa Water Distribution System Rehabilitation

Engineer's Services

This Task Order**,** consisting of 6 pages, referred to in and part of the **Professional Services Agreement between Owner and Engineer** effective August 20, 2020.

Engineer shall provide services in accordance with the in accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Project Management*

A. Engineer shall:

1. Evaluate available documentation of the water distribution system including as-builts, GIS data, operation and maintenance records, SCADA data and previous studies.

2. Perform a site visit conducting a visual assessment and documentation of existing field conditions, identify any constructability issues, field verify measurements pertaining to project scope, determine requirements related to permitting and note any project requirements.

3. Prepare maps and worksheets to facilitate the necessary fieldwork and data gathering related to the project.

4. Schedule a Kickoff meeting with County to determine the acceptable methods of construction, determine the availability of needed data and determine the availability of County specifications and construction details.

5. Manage the project by keeping the County regularly informed of progress, providing over-sight of the production tasks and managing the monthly billing and invoicing for the project.

6. Perform or provide the following tasks or deliverables: Kick Off Meeting & Site Visit

A1.02 *Engineering Report*

A. Engineer shall:

1. Review provided project information from the County, the Division of Water Infrastructure Drinking Water State Revolving Fund (DWSRF) application, the Letter of Intent to Fund (LIF), the DWSRF

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application budget, existing record drawings, veteran operator knowledge through interviews to develop a basis of design for the project conforming to the DWSRF and LIF and conditions.

2. Prepare the ER in accordance with the "Guidance for the Preparation of Engineering Reports and Environmental Information Documents for Collection System Projects" as published by NCDWI.

3. Submit the ER to the NCDWI for review in accordance with the LIF schedule.

4. Incorporate NCDWI review comments and resubmit to NCDWI for approval in accordance with the LIF schedule.

5. Perform or provide the following tasks or deliverables: one (1) digital and/or hardcopy set of the approved ER to the County.

A1.03 *Environmental Information Documentation*

A. Engineer shall:

1. Prepare and submit the "Request for Categorical Exclusion" document to NCDWI.

PART 2 – TIMELINE FOR SERVICES

A2.01 *Engineer's Timeline for Services*

A. Engineer will begin work upon receipt of executed contract and/or written notice to proceed from the County. The funding program requires projects to be awarded for construction within 24 months of the date of the LIF. Specific milestones related to the Engineering Services are as follows:

1. Engineering Report Submittal: July 1, 2021

2. Engineering Report Approval: December 1, 2021

PART 3 – ADDITIONAL SERVICES

A3.01 *Additional Services Requiring Owner's Written Authorization*

A. Environmental Information Documentation that is not detailed above.

B. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. All permitting fees;

2. Any work previously provided in other proposals;

3. Any other services not specifically listed within the Scope of Services.

4. Annexation Plats

5. Boundary/Topographic Surveys;

6. Tree survey/cover report by Registered Forester;

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7. Subsurface Utility Engineering (SUE);
8. Surveys for off-site improvements;
9. Platting services;
10. Plot Plans;
11. ALTA Surveys;
12. GIS mapping services;
13. As-built (record drawing) surveys;
14. Easements, Easement/ROW Plats;
15. Wetland Delineations;
16. Wetland/Buffer Determinations;
17. Phase I & II ESA's;
18. Geotechnical services;
19. Architectural and MEP services;
20. Structural Services;
21. Arborist/Registered Forester Services;
22. Site Plans;
23. Construction Drawings;
24. Technical specifications;
25. Contract documents;
26. Record (As-Built) Plans;
27. Detailed lot grading;
28. Off-site improvements;
29. Offsite utility or road improvements;
30. Pump Station design and permitting;
31. Force main design and permitting;
32. On-site water/sewer design;
33. Equipment Selections/Design;

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34. Additional Meetings/Site Visits;
35. Adjacent property owner discussions;
36. Neighborhood meetings;
37. Attendance at formal regulatory meetings unless noted above;

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Payments to Engineer for Services
Basic Services - Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services - Method of Payment

C. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	Amount
a. Project Management	$ 3,500
b. Engineering Report	$16,000
c. Environmental Information Documentation	$500
Basic Services Total	**$ 20,000**

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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Acceptance

This Task Order, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same. This Task Order may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Task Order by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board /
Deputy Clerk to the Board

[SEAL]

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

WITHERSRAVENEL, INC.

By: Leonard McBryde III, P.E.

Printed Name: Leonard McBryde III, PE

Title: Senior Project Manager

Date: 4/15/2021

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

Julie A. Miller
_____
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM
Bryan W. Batton
_____
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

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TASK ORDER - 2

WITHERSRAVENEL, INC.

Effective Date: April 20, 2021

Provider: WithersRavenel, Inc.

Project: Town of Navassa Wastewater Collection System Rehabilitation

Engineer's Services

This Task Order**,** consisting of 6 pages, referred to in and part of the **Professional Services Agreement between Owner and Engineer** effective August 20, 2020.

Engineer shall provide services in accordance with the in accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Project Management*

A. Engineer shall:

1. Evaluate available documentation of the wastewater collection system including as-builts, GIS data, CCTV data, manhole assessment data and previous studies.

2. Perform a site visit conducting a visual assessment and documentation of existing field conditions, identify any constructability issues, field verify measurements pertaining to project scope, determine requirements related to permitting and note any project requirements.

3. Prepare maps and worksheets to facilitate the necessary fieldwork and data gathering related to the project.

4. Schedule a Kickoff meeting with County to determine the acceptable methods of construction, determine the availability of needed data and determine the availability of County specifications and construction details.

5. Manage the project by keeping the County regularly informed of progress, providing over-sight of the production tasks and managing the monthly billing and invoicing for the project.

6. Perform or provide the following tasks or deliverables: Kick Off Meeting & Site Visit

A1.02 *Engineering Report*

A. Engineer shall:

1. Review provided project information from the County, the Division of Water Infrastructure State Reserve Project Grant (SRPG) application, Letter of Intent to Fund (FIF), SRPG budget, existing

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record drawings, veteran operator knowledge through interviews to develop a basis of design for the project conforming to the SRPG and LIF and conditions.

2. Prepare the ER in accordance with the "Guidance for the Preparation of Engineering Reports and Environmental Information Documents for Collection System Projects" as published by NCDWI.

3. Submit the ER to the NCDWI for review in accordance with the LIF schedule.

4. Incorporate NCDWI review comments and resubmit to NCDWI for approval in accordance with the LIF schedule.

5. Perform or provide the following tasks or deliverables: <u>one (1) digital and/or hardcopy set of the approved ER to the County.</u>

A1.03 *Environmental Information Documentation*

A. Engineer shall:

1. Prepare and submit the "Request for Categorical Exclusion" document to NCDWI.

PART 2 – TIMELINE FOR SERVICES

A2.01 *Engineer's Timeline for Services*

A. Engineer will begin work upon receipt of executed contract and/or written notice to proceed from the County. The funding program requires projects to be awarded for construction within 24 months of the date of the LIF. Specific milestones related to the Engineering Services are as follows:

1. Engineering Report Submittal: July 1, 2021

2. Engineering Report Approval: December 1, 2021

PART 3 – ADDITIONAL SERVICES

A3.01 *Additional Services Requiring Owner's Written Authorization*

A. Environmental Information Documentation that is not detailed above.

B. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. All permitting fees;

2. Any work previously provided in other proposals;

3. Any other services not specifically listed within the Scope of Services.

4. Annexation Plats

5. Boundary/Topographic Surveys;

6. Tree survey/cover report by Registered Forester;

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7. Subsurface Utility Engineering (SUE);
8. Surveys for off-site improvements;
9. Platting services;
10. Plot Plans;
11. ALTA Surveys;
12. GIS mapping services;
13. As-built (record drawing) surveys;
14. Easements, Easement/ROW Plats;
15. Wetland Delineations;
16. Wetland/Buffer Determinations;
17. Phase I & II ESA's;
18. Geotechnical services;
19. Architectural and MEP services;
20. Structural Services;
21. Arborist/Registered Forester Services;
22. Site Plans;
23. Construction Drawings;
24. Technical specifications;
25. Contract documents;
26. Record (As-Built) Plans;
27. Detailed lot grading;
28. Off-site improvements;
29. Offsite utility or road improvements;
30. Pump Station design and permitting;
31. Force main design and permitting;
32. On-site water/sewer design;
33. Equipment Selections/Design;

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34. Additional Meetings/Site Visits;
35. Adjacent property owner discussions;
36. Neighborhood meetings;
37. Attendance at formal regulatory meetings unless noted above;

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Payments to Engineer for Services
Basic Services - Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services - Method of Payment

C. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	Amount
a. Project Management	$ 3,500
b. Engineering Report	$16,000
c. Environmental Information Documentation	$500
Basic Services Total	**$ 20,000**

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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Acceptance

This Task Order, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same. This Task Order may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Task Order by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board /
Deputy Clerk to the Board

[SEAL]

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

WITHERSRAVENEL, INC.

By: Leonard McBryde III, P.E.

Printed Name: Leonard McBryde III, PE

Title: Senior Project Manager

Date: 4/15/2021

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

Julie A. Miller
_____
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Bryan W. Batton
_____
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 19, 2021

Action Item # X. - 1.
Closed Session

From:
Bob Shaver, County Attorney

Issue/Action Requested:
Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve closed session minutes and 143-318.11(a)(3) to consult with its attorney.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve closed session minutes and 143-318.11(a)(3) to consult with its attorney.