

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA**

**May 7, 2018  
3:00 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 - Proclamation Supporting National Preservation Month  
Request that the Board of Commissioners approve a Proclamation supporting May 2018 as National Preservation Month.
2. Administration - Resolution Supporting Involuntary Commitment Transport Services with Novant Hospitals  
Request that the Board of Commissioners adopt a Resolution supporting involuntary commitment transport services with Novant Hospitals.
3. Board of Education - Request to Delay Budget Submittal  
Request that the Board of Commissioners approve the Brunswick County Schools' request to submit budget after Statutory Date due to the current funding agreement.
4. Clerk to the Board - Meeting Minutes  
Request that the Board of Commissioners approve the draft minutes from the April 16, 2018 Regular Meeting.
5. Finance - Fiscal Items  
Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinance, and Fiscal Items of a routine nature presented on the consent agenda.

**-FY19 JCPC Certification & Annual County Plan**

Request that the Board of Commissioners approve the FY2018-19 JCPC Certification, Annual Plan, Program Agreements and the FY2018-19 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 FY2017-18 are: Brunswick County Restitution Program \$49,640, Providence Home \$12,000, Guiding Good Choices (GGC) & Systematic Training for effective Parenting (STEP) by Coastal Horizons \$27,598, Teen Court 13th District by Communities in Schools \$48,573, A.R.T. by Coastal Horizons \$32,426 and JCPC Administration \$6,500. A total annual funding plan of \$176,737.

**-Additional State Revenues Breast Feeding Budget Amendment**

Appropriate additional state revenues of \$2,702 for use in the Breast Feeding Peer Counselor. These funds will be utilized to attend required meetings and support existing contractor in helping clients that wish to breast feed.

**-Sheriff Deputy Plan Reserve Funds Budget Amendment**

Transfer \$133,730 from the reserve funds for the Sheriff deputy plan and move

forward with the purchase of 5 patrol cars to ensure vehicles are available by July 1.

-Sheriff's Office Insurance Proceeds Budget Amendment

Appropriate insurance proceeds of \$12,181 to capital outlay vehicles to replace a total loss vehicle. Any additional funds needed in excess of the insurance revenues will be taken from federal or state drug seizure funds.

-Communicable Disease Budget Amendment

Appropriate \$1,049 of state revenues restricted, \$87 of medicare revenues, and clinic fees of \$2,049 for use in the Communicable Disease Program.

-Water Taps and Connections Budget Amendment

Appropriate Tap and Connections revenue of \$275,000 to ensure enough inventory on hand to meet demands through the end of the fiscal year.

-Pea Landing Lightning Strike Budget Amendment

Appropriate \$5,258 of water insurance proceeds and \$11,883 of wastewater insurance proceeds for repairs associated with the Pea Landing lightning strike.

-Housing Preservation Grant Loan Default Budget Amendment

Appropriate \$8,236 of miscellaneous paid to the county from client who defaulted on 2012 Housing Preservation Grant promissory note. Funding from Rural Development in the amount of \$8,236 must be returned to the Rural Development Housing Preservation Grant.

-Library Additional State Revenues Budget Amendment

Appropriate \$14,174 of additional state aid to public libraries from the State Library of North Carolina Fund.

-Concealed Weapons Fees Budget Amendment

Appropriate Concealed Weapons Permit revenue of \$18,100 for use in the NC Concealed Weapons fee line in order to process payment to the State of North Carolina for their portion of Brunswick County Concealed Weapons fees.

6. Health and Human Services - Health Services - 2017 Child Fatality Prevention Team Annual Report  
Request that the Board of Commissioners review and approve the 2017 Child Fatality Prevention Team Annual Report
7. Health and Human Services - Health Services - 2017 State of the County Health Report  
Request that the Board of Commissioners review and approve the 2017 State of the County Health Report.
8. Sheriff's Office - Space Assignment of Former Bolivia Fire Station  
Request that the Board of Commissioners approve the assignment of the Former Bolivia Fire Station space to the Sheriff and provide funding in the amount of \$27,544 for fencing and rock.
9. Utilities - Odor Control Evaluation Agreement with Dewberry Engineers, Inc.,  
Request that the Board of Commissioners approve an Odor Control Evaluation Contract not to exceed \$40,000 for the St. James Main Sewer Pump Station funded by the West Brunswick Regional System Renewal and Replacement Fund.
10. Utilities - Resolution to Support State Revolving Fund Loan Application for Northwest WTP Expansion and Advanced Treatment Improvements

Request that the Board of Commissioners approve a resolution to support a State Revolving Fund loan application to fund the Northwest Water Treatment Plant expansion and advanced treatment improvements.

## **VI. Presentation**

1. Governing Body - Proclamation - Elder Abuse Prevention Awareness (Chairman Frank Williams)

Request that the Board of Commissioners proclaim May 13, 2018 through June 17, 2018 as Elder Abuse Prevention Awareness in Brunswick County.

2. Governing Body - Proclamation - Brunswick County Literacy Month (Chairman Frank Williams)

Request that the Board of Commissioners present a Proclamation declaring May as Brunswick County Literacy Council Month. The Proclamation was approved at the April 16, 2018 meeting.

3. Governing Body - Proclamation - Saint Philip's Church 250th Anniversary Day (Commissioner Mike Forte)

Request that the Board of Commissioner approve a Proclamation recognizing May 24, 2018 as Saint Philip's Church 250th Anniversary Day.

## **VII. Administrative Report**

1. Administration - Surplus Property Offers (Steve Stone, Deputy County Manager)

Request that the Board of Commissioners consider offers that have been submitted for surplus parcels.

2. Engineering - Courthouse Parking Lot Update, Drainage Pipe Repair, and Request to Bid (Wm. L. Pinnix, P.E., Director of Engineering)

Request that the Board of Commissioners receive an update on a new courthouse parking lot, authorize Operation Services to replace an existing drainage pipe, and authorize staff to advertise the parking lot project for bids.

## **VIII. Other Business/Informal Discussion**

## **IX. Closed Session**

1. Closed Session - Approve Closed Session Minutes and Consult with Attorney

Request that the Board of Commissioners enter into Closed Session pursuant to G.S. 143-318.311(a)(1) to approve Closed Session Minutes and G.S. 143-318.11(a)(3) to consult with its attorney.

## **X. Adjournment**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**

Andrea White

**Action Item # V. - 1.**

Administration - Proclamation Supporting National Preservation Month

**Issue/Action Requested:**

Request that the Board of Commissioners approve a Proclamation supporting May 2018 as National Preservation Month.

**Background/Purpose of Request:**

The Historic Wilmington Foundation submitted a request for a proclamation from Brunswick County in support of May 2018 as National Preservation Month. The Historic Wilmington Foundation Board of Trustees' President, Walker Adney, will be in attendance representing the Foundation.

Preservation month is a nationally recognized event, sponsored annually with the National Trust for Historic Preservation, honoring and promoting historic preservation across the country. Each year since 1971, the Historic Wilmington Foundation has partnered with the National Trust to celebrate the local people and activities that make preservation a reality in Wilmington and the Lower Cape Fear region.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve a Proclamation supporting May 2018 as National Preservation Month.

**ATTACHMENTS:**

Description

- ☐ Proclamation - National Preservation Month

*County of Brunswick*  
*Office of the County Commissioners*



**NATIONAL PRESERVATION MONTH  
PROCLAMATION**

**WHEREAS**, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

**WHEREAS**, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

**WHEREAS**, National Preservation Month 2018 is cosponsored by both the Historic Wilmington Foundation and the National Trust for Historic Preservation.

**NOW, THEREFORE**, be it proclaimed May 2018 as

**National Preservation Month**

and call upon the people of Brunswick County to join their fellow citizens across the United States in recognizing and participating in this special observance.

This 7<sup>th</sup> day of May 2018.

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Frank Williams, Chair  
Brunswick County Commissioners

Attest:

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Andrea White, Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**

Andrea White

**Action Item # V. - 2.**

Administration - Resolution Supporting Involuntary Commitment  
Transport Services with Novant Hospitals

**Issue/Action Requested:**

Request that the Board of Commissioners adopt a Resolution supporting involuntary commitment transport services with Novant Hospitals.

**Background/Purpose of Request:**

The County has the duty to provide, through its law enforcement officers, transportation under the involuntary commitment proceedings of Article 5 of Chapter 122C of the North Carolina General Statutes for (i) citizens of Brunswick County, and (ii) any person taken into custody within Brunswick County limits. The Statutes also permits the Board of Commissioners to designate private agency personnel to provide all or parts of the Transportation Services required by involuntary commitment proceedings; provided such designated persons are trained, and provided the County's plan assures adequate safety and protection of both the public and the person transported

The frequency, distance and resource requirements for the out of county transportation provided by the Brunswick County Sheriff creates an unpredictable additional load on the limited resources of the Sheriff in his efforts to provide adequate law enforcement services to the citizens.

Staff requests that the Board of Commissioners adopts a Resolution supporting involuntary commitment transport services with Novant Hospitals to allow them to engage the services of private providers for transportation of respondent in involuntary commitment proceedings from Novant Hospitals.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners adopt a Resolution supporting involuntary commitment transport services with Novant Hospitals.

**ATTACHMENTS:**

Description

- ▣ Resolution Supporting IC Transport Services with Novant Hospitals

*County of Brunswick*  
*Office of the County Commissioners*



**RESOLUTION SUPPORTING INVOLUNTARY COMMITMENT  
TRANSPORT SERVICES WITH NOVANT HOSPITALS**

**WHEREAS**, pursuant to NCGS §122C-251(a), the County has the duty to provide, through its law enforcement officers, transportation under the involuntary commitment proceedings of Article 5 of Chapter 122C of the North Carolina General Statutes for (i) citizens of Brunswick County, and (ii) any person taken into custody within Brunswick County limits ("Transportation Services"); and

**WHEREAS**, Novant operates hospitals including emergency departments within Brunswick County; and

**WHEREAS**, Novant Hospitals and emergency departments receive mental health patients who are respondents in commitment proceedings pursuant to Article 5 of Chapter 122C of the North Carolina General Statutes and who require Transportation Services; and

**WHEREAS**, the Brunswick County Sheriff, in addition to the law enforcement services provided in the normal course of business, provides the transportation to 24-hour facilities across the State of North Carolina for respondents in commitment proceedings pursuant to Article 5 of Chapter 122C of the North Carolina General Statutes; and

**WHEREAS**, the frequency, distance and resource requirements for the out of county transportation provided by the Brunswick County Sheriff creates an unpredictable additional load on the limited resources of the Sheriff in his efforts to provide adequate law enforcement services to the citizens; and

**WHEREAS**, NCGS §122C-251(g) permits the Board of Commissioners to designate private agency personnel to provide all or parts of the Transportation Services required by involuntary commitment proceedings; provided such designated persons are trained and provided the County's plan assures adequate safety and protection of both the public and the person transported; and it further appearing all requirements of section 251(g) are satisfied; and

**WHEREAS**, Novant Hospitals was approved to contract with G4S Secure Solutions (USA) Inc., an approved private provider of transportation services in 2011; and

**WHEREAS**, Novant Hospital desires to enter into agreements with additional or alternative trained and certified private providers for provision of transportation services to and from Novant Hospitals; and

**WHEREAS**, the agreements between Novant Hospital and private providers contracted to provide transportation of involuntary commitment respondents will be consistent with the terms of the Policy and Plan for Transportation of Brunswick County Involuntary Mental Commitment Respondents as approved by the Brunswick County Board of Commissioners; that provider personnel will receive Crisis Intervention Training; that providers will supply vehicles for the transportation of respondents; that providers will provide liability insurance (general liability coverage in the amount of \$2 million per occurrence/\$5 million in the aggregate per annum and excess/umbrella coverage in the amount of \$2 million per occurrence/\$5 million in the aggregate); that providers will comply with applicable law in the custody and transportation of residents; and

**WHEREAS**, Novant Hospital agrees that any contract with a private provider for transportation of involuntary commitment respondents will include a provision that both Novant Hospitals and the contracted provider indemnifies and holds harmless the County of Brunswick, the Brunswick County Sheriff, all elected officials and all employees or agents of Brunswick County or the Brunswick County Sheriff for any and all claims that arise from transportation services provided by a private provider; and

**WHEREAS**, the provision of such transportation services from Novant Hospitals by providers will supplement Brunswick County's statutory obligation and will be at no cost to Brunswick County; and

**WHEREAS**, as provided in §122C-251(g) Brunswick County may adopt a plan for transportation of involuntary mental commitment respondents and Novant Hospitals desires to contract with private providers consistent with that plan.

**NOW, THEREFORE IT IS RESOLVED**, that, as permitted by G.S. §122C-251(g), the plan for transportation of respondents in involuntary commitment proceedings from Novant Hospitals is hereby adopted. Novant Hospitals may engage the services of private providers for transportation of respondents in involuntary commitment proceedings from Novant Hospitals consistent with Brunswick County's Policy and Plan for Transportation of Brunswick County Involuntary Mental Commitment Respondents and comply with the requirements and follow the procedures of Article 5 of Chapter 122C. Neither the adoption of this plan nor the designation of a private provider is, or shall be construed as, creating any agency or other relationship between the County, the Sheriff's Office, and a provider. This designation is intended to serve only as the designation required by G.S. §122C-251(g).

Adopted by the Brunswick County Board of Commissioners this 7<sup>th</sup> day of May, 2018.

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Frank Williams, Chairman  
Brunswick County Commissioners

Attest:

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Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**Action Item # V. - 3.**

**From:**

Julie A. Miller

Board of Education - Request to Delay Budget Submittal

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Brunswick County Schools' request to submit budget after Statutory Date due to the current funding agreement.

**Background/Purpose of Request:**

Brunswick County Schools Finance Officer Freyja Cahill submitted the attached letter requesting to submit a budget to the Board of County Commissioners after the County of Brunswick and the State of North Carolina budgets are approved. The NCGS 115C-429 requires the Board of Education to submit a budget to the Board of County Commissioners by May 15th of each year for funding consideration. This has been the practice for many years due to the funding agreement between the schools and the county.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the Brunswick County Schools' request to submit budget after Statutory Date due to the current funding agreement.

**ATTACHMENTS:**

Description

- ▣ Brunswick County Schools Budget Extension Letter



# BRUNSWICK COUNTY SCHOOLS

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

May 1, 2018

Julie Miller  
Finance Officer  
County of Brunswick  
Bolivia, North Carolina, 28422

Dear Julie

GS 115C-429 requires the board of education to submit a budget to the board of county commissioners by May 15<sup>th</sup> of each year for funding consideration. Since a local funding agreement is in place, the board of education will not submit a budget request in addition to the calculated amount of ad valorem.

The board of education respectfully requests permission to delay submitting the local current expense operating budget for fiscal year 2018-2019 until the County of Brunswick and the State of North Carolina budgets are approved. As has been done for several preceding years, the board of education intends to operate under an interim resolution until such time as an operating budget is adopted.

Please present this request to the board of county commissioners for approval. Thank you for your assistance with the budget process and please contact me if I may address any concerns.

Sincerely,

Freyja Cahill  
Chief Finance Officer

A Community of Learners





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**Action Item # V. - 4.**

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 16, 2018 Regular Meeting.

**Background/Purpose of Request:**

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the draft minutes from the April 16, 2018 Regular Meeting.

**ATTACHMENTS:**

Description

- ▣ Draft Minutes - 2018-04-16 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
REGULAR MEETING  
April 16, 2018  
6:00 P.M.**

**The Brunswick County Board of Commissioners met in Regular Session on the above date at 6:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.**

**PRESENT:** Commissioner Frank Williams, Chairman  
Commissioner Randy Thompson, Vice-Chairman  
Commissioner J. Martin Cooke  
Commissioner Pat Sykes  
Commissioner Mike Forte

**STAFF:** Ann Hardy, County Manager  
Steve Stone, Deputy County Manager  
Bryan Batton, Assistant County Attorney  
Julie Miller, Finance Director  
Andrea White, Clerk to the Board  
Amanda Hutcheson, Public Information Officer  
Capt. Mark Trull, Sheriff's Office

**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 Williams called the meeting to order at 6:00 p.m.

**II. INVOCATION/PLEDGE OF ALLEGIANCE**

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

**III. ADJUSTMENTS/APPROVAL OF AGENDA**

Chairman Williams asked for any adjustments to the agenda.

Following a brief discussion regarding the possible removal of item VIII-5 *Utilities – Receive Northwest Water Treatment Plant Final Recommendations and Amendment No. 2 CDM Smith* until a later date, Chairman Williams moved to approve the agenda as presented with no adjustments. The vote of approval was unanimous.

**IV. PUBLIC COMMENTS**

Chairman Williams briefly reviewed the Public Comments Policy and called those who had signed up to speak at the March 19, 2018 meeting but were unable to do so due to time restrictions as set forth in the Public Comment Policy. Not all of those called were in attendance or wished to speak. The following individuals addressed the Board:

# DRAFT

1. Mr. Pete Key, resident of Oak Island, thanked the Board for their decision with regard to Solar Farms and expressed his support of the lawsuit against Fayetteville Works. Mr. Key stated that the decision regarding offshore drilling was contradictory. He shared his concerns regarding allowing companies to poison ocean water and spill chemicals into the ocean. He requested that the Board look closer at this decision. Mr. Key also expressed concerns regarding the GenX issue with regard to the wastewater from the treatment plant being dumped back into the Cape Fear River below the intake point for the drinking water. He stated that the concentrated GenX and pharmaceutical waste and spill material would come back down the river, into the ocean, and into the fish that are eaten. He asked that the Board address this issue.
2. Ms. Sandra Ford, resident of Oak Island, noted that she originally signed up to speak at the last meeting in reference to dog tethering. Ms. Ford shared her concerns with regard to GenX and the contaminants in the Cape Fear River, as well as the reverse osmosis (RO) plant versus the one that H2Go was going to construct. Should H2Go decide not to move forward with its RO plant, Ms. Ford requested that the Board of Commissioners discuss this matter with them and consider taking what they have already done.
3. Ms. Marilyn Priddy, resident of Shallotte, spoke regarding the oil spill in the Gulf of Mexico eight years ago. Ms. Priddy expressed concern for the harm that occurred to marine life, the loss of income, loss of life, bodily harm, and the impact the situation had on people's home life. She asked that the County stand up with the fifteen communities that already passed the resolution to oppose offshore drilling.

Chairman Williams called those who signed up to speak for this meeting. The following individual spoke:

1. Ms. Yvonne Moody, resident of Southport, requested that the Commissioners return the proposal against offshore drilling to the agenda so that the issue may be resolved.

Chairman Williams concluded the Public Comment period.

## **V. APPROVAL OF CONSENT AGENDA**

Chairman Williams asked for a motion on the Consent Agenda.

Vice-Chairman Thompson moved to approve the Consent Agenda.

Chairman Williams asked for discussion. Hearing none, he called the question. The vote of approval was unanimous. The following items were approved:

1. **Administration - Proclamation Sexual Assault Awareness Month**  
Approved a Proclamation recognizing the month of April 2018 as Sexual Assault Awareness Month in Brunswick County.

### **PROCLAMATION SEXUAL ASSAULT AWARENESS MONTH**

**WHEREAS**, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community and statistics show one in five women and one in seventy-one men will be raped at some point in their lives; and

# DRAFT

**WHEREAS**, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age eighteen; and

**WHEREAS**, on campus, one in five women and one in sixteen men are sexually assaulted during their time in college; and

**WHEREAS**, the theme of this year's Sexual Assault Awareness Months' Campaign is "Embrace Your Voice." How we talk about sexual violence matters. When we reflect on and change how we talk about the issue, we can create a culture of respect, equality, and safety. There are many ways to embrace one's voice, from voicing your support for survivors to speaking out against victim blaming. This campaign provides the resources needed for individuals to take actionable steps towards ending sexual violence. And it starts with recognizing the power of one's voice.

Join advocates and communities across the country in taking action to end sexual violence. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

**NOW, THEREFORE, BE IT PROCLAIMED THAT** the Brunswick County Board of Commissioners does hereby proclaim the month of April 2018 be recognized as Sexual Assault Awareness Month in Brunswick County, North Carolina.

This the 16<sup>th</sup> day of April, 2018.

Frank Williams, Chairman  
Brunswick County Commissioners

Attest:  
Andrea White, NCCCC  
Clerk to the Board

2. **Board Appointment - Fire Commission**  
Appointed Mr. Clint Berry to fill the unexpired term representing District 4 on the Fire Commission. This term will expire on June 30, 2019.
3. **Board Appointment - Nursing Home & Adult Care Home Community Advisory Committee - District 5**  
Appointed Ms. Eileen Clyne to the Nursing Home & Adult Care Home Community Advisory Committee representing District 5. This is a 1-year term that will expire on April 16, 2019.
4. **Brunswick Community College - Southport Center Roof Replacement**  
Approved the Brunswick Community College Trustees' request to renovate the roof at the Southport Center.
5. **Clerk to the Board - Meeting Minutes**  
Approved the draft minutes from the March 19, 2018 Regular Meeting.
6. **Finance - Fiscal Items**  
Approved Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature presented on the consent agenda.
  - **Sunset Harbor Water Main Budget Amendment**  
Transferred \$21,000 from water capital reserve undesignated to the Sunset Harbor Water Main project for payment and recording of two easements associated with the project.

- **Operation Services Insurance Proceeds Budget Amendment**  
Appropriated insurance proceeds of \$32,904 for repair and maintenance equipment for lightning strike damages to elevator.
  - **Schools 2016 Bond Referendum Project Budget Amendments and CPO Adjustment**  
Adjustment is for the advanced funding of 2016 Bond Referendum Projects. For simplification in school project accounting, the budget amendment appropriates the anticipated GO debt proceeds for approved project advancements and returns funds advanced from School Reserves. The finance officer can pre-audit contracts for projects in the Capital Improvement Plan that will be funded with debt proceeds.
  - **Schools 2016 Bond Referendum Project Budget Amendments and CPO**  
Appropriated \$1,000,000 of GO Bond advance funding for the Technology Infrastructure Upgrades approved by the Board of Education as part of the Phase 1 GO Bond Projects.
  - **Brunswick County Schools appropriation for school technology improvements**  
The Board of Education approved at their last meeting utilizing \$900,000 of their fund balance they hold for school technology improvements.
  - **Courthouse Project Budget Amendment**  
Transferred \$25,000 of undesignated funds from county capital reserve to the courthouse project for site survey, geotechnical investigation and miscellaneous small administrative expenditures associated with the project.
  - **West Brunswick Regional Capital and Replacement Budget Amendment**  
Transferred \$100,635 of capital and replacement reserve funding designated for West Brunswick Regional Wastewater to the West budget for reimbursement of rewiring to headworks and Xylem Water for the Oak Island Repump Station pump repair.
  - **Horticulture Program Revenue Budget Amendment**  
Appropriated \$1,626 of horticulture program revenue for use in the horticulture program and for installation of a new fence at the greenhouse.
  - **Financial Reports for March 2018 (unaudited)**  
Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at [www.brunswickcountync.gov/finance/reports](http://www.brunswickcountync.gov/finance/reports).
7. **Finance - Resolution for Electronic Payments and Purchasing Policy Update**  
Approved a Resolution authorizing the County of Brunswick to engage in Electronic Payments and a purchasing policy update for compliance with Federal law and standards.

**RESOLUTION AUTHORIZING THE COUNTY OF BRUNSWICK TO ENGAGE IN  
ELECTRONIC PAYMENTS AS DEFINED BY G.S. 159-28 OR G.S. 115C-441**

**WHEREAS**, it is the desire of the Board of Commissioners that the County of Brunswick is authorized to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441; and

**WHEREAS**, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Board of Commissioners, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409; and

# DRAFT

**WHEREAS**, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Board of Commissioners, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03 .0410.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioner of the County of Brunswick:

**Section 1.** Authorizes the County of Brunswick to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441;

**Section 2.** Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409;

**Section 3.** Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03 .0410; and

This the 16<sup>th</sup> day of April, 2018.

Frank Williams, Chairman  
Brunswick County Commissioners

Attest:  
Andrea White, NCCCC  
Clerk to the Board

8. **Health and Human Services - Public Housing: Execution of Annual Civil Rights Certification**  
Reviewed and executed the Annual Civil Rights Certification for the Public Housing Agency.
9. **Operation Services - New Landfill Schedule**  
Approved the recommended new schedule for the Brunswick County Landfill with a start date of Monday April 30, 2018.
10. **Sheriff's Office - Amended School Resource Officer's Contract for Detective Assignment**  
Approved an amendment to the School Resource Officer's contract with Brunswick County Schools for the additional assignment of one detective.
11. **Tax Administration - April 2018 Releases**  
Approved the April 2018 tax releases.
12. **Utilities - NCDOT Infrastructure Agreement Ocean Isle Beach Roundabout Project**  
Approved the infrastructure agreement with the North Carolina Department of Transportation (NCDOT), after review by County Legal, in the amount of \$139,050 for utility work completed as part of the NCDOT Ocean Isle Beach Roundabout Roadway Project.

## VI. PRESENTATION

1. **Governing Body - Proclamation - Brunswick County Literacy Month (Chairman Frank Williams)**

Request that the Board of Commissioners approve a Proclamation declaring May as Brunswick County Literacy Month.

Chairman Williams called the Literacy Council representative to the podium to receive the proclamation, however the representative was not in attendance. Chairman Williams moved to approve the proclamation of May 2018 as Brunswick County Literacy Month.

Before the vote, Chairman Williams asked if there was any objection to requesting that staff invite the Literacy Council representative to attend the May 7, 2018 meeting for the presentation of the proclamation. There were no objections from the Board.

Vice-Chairman Thompson reminded the Board that the Literacy Council will host their annual Spelling Bee fundraiser on May 22, 2018.

Chairman Williams called the question. The vote of approval was unanimous.

**BRUNSWICK COUNTY LITERACY MONTH 2018  
PROCLAMATION**

**WHEREAS**, the Brunswick County Board of Commissioners realize the importance of adequate literacy skills for all citizens in Brunswick County; and

**WHEREAS**, more than 30 percent of North Carolina's adults experience literacy issues that impact severely on their lives and families, their ability to work productively, and their full participation as citizens and residents of our state; and

**WHEREAS**, the Brunswick County Literacy Council, Brunswick Community College, Brunswick County Schools and the Brunswick County Library work diligently to improve the literacy skills of the citizens of Brunswick County.

**NOW, THEREFORE, THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS** does hereby proclaim May 2018 as "Brunswick County Literacy Month," and urges citizens to assume an active role in literacy education for the benefit of Brunswick County as North Carolina moves toward an increasingly technological future.

This 16<sup>th</sup> day of April 2018.

Frank Williams, Chair  
Brunswick County Commissioners

Attest:  
Andrea White, Clerk to the Board

2. **Governing Body - Proclamation - Honor Andrea White Earning the North Carolina Certified County Clerks Designation (Chairman Frank Williams)**

Request that the Board of Commissioners approve a proclamation in honor of Clerk to the Board of Commissioners, Andrea White, upon earning the North Carolina Certified County Clerk designation.

Chairman Williams asked the Clerk and her family to join him at the podium for the presentation of a proclamation in honor of her achievement.

# DRAFT

Following the reading of the proclamation, Chairman Williams moved approval of the proclamation. The vote of approval was unanimous.

## **IN HONOR OF CLERK TO THE BOARD OF COMMISSIONERS ANDREA WHITE UPON EARNING THE NORTH CAROLINA CERTIFIED COUNTY CLERKS DESIGNATION**

**WHEREAS**, the School of Government at UNC Chapel Hill and the North Carolina Association of County Clerks to the Boards of County Commissioners jointly created a state certification program for county clerks, the North Carolina Certified County Clerks designation; and

**WHEREAS**, this program recognizes objectives that are relevant to county government and establishes levels and standards for training and knowledge; and

**WHEREAS**, successful completion of this program and subsequent certification requires the completion of lectures, group work, out-of-class assignments, and achieving a minimum score on examinations; and

**WHEREAS**, Andrea White serves diligently and tirelessly as the Clerk to the Brunswick County Board of Commissioners; and

**WHEREAS**, after a great deal of time and effort, Andrea completed this rigorous program and earned the designation of North Carolina Certified County Clerk.

**NOW, THEREFORE, BE IT PROCLAIMED THAT** the Brunswick County Board of Commissioners does recognize the hard work that leads to this certification and does congratulate Andrea White for this achievement, and thank her for her efforts in pursuit of this designation.

This the 16th day of April, 2018.

Frank Williams, Chairman  
Brunswick County Commissioners

Attest:  
Andrea White, NCCCC  
Clerk to the Board

### **3. Presentation - Information Regarding the Naming of a Portion of I-140 in Honor of 10 Young Men from Brunswick County (Bob Quinn)**

Request that the Board of Commissioner receive a presentation from Mr. Bob Quinn regarding a request to name the first five miles of I-140 “Brunswick County’s Ten Fallen Sons Highway.”

Mr. Bob Quinn explained that the purpose of his presentation was to request support of a resolution to name the first five miles coming into Brunswick County off the new I-140 road as “Brunswick County’s Ten Fallen Sons” in honor of ten young men that honored the draft call from the draft board, showed up at the recruiting station, were sworn in, and ultimately lost their lives in Vietnam. Three of the ten are from Winnabow, two from Shallotte, two from Ash, one from Supply and one from Southport. The purpose of the request to DOT is to recognize these men for showing up when the draft board called. Mr. Quinn explained that the proposal is supported by the Brunswick County Veterans’ Coalition.

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Following discussion, Chairman Williams thanked Mr. Quinn for his passion about this issue and announced that the Board of Commissioners would consider the request and continue communications with NCDOT. No action was taken.

4. **Wilmington Urban Area Metropolitan Organization - 2045 Metropolitan Transportation Plan (Michael Madsen, GIS Analyst)**

Request that the Board of Commissioners receive a presentation on the 2045 Metropolitan Transportation Plan process from the Wilmington Urban Area Metropolitan Planning Organization (WMPO).

Mr. Michael Madsen, GIS Analyst for the WMPO, presented an update on the organization's public outreach for the new Metropolitan Transportation Plan (MTP), "Cape Fear Moving Forward 2045." Mr. Madsen encouraged public input by the completion of the survey located at [www.CapeFearMovingForward2045.org](http://www.CapeFearMovingForward2045.org) and attendance at one of the open houses scheduled throughout the month of May. Leland Town Hall will be the site of the open house in Brunswick County and is scheduled for Tuesday, May 8<sup>th</sup> from 4 – 6 p.m. No action was taken.

## VII. PUBLIC HEARING

**Pursuant to notice duly advertised and posted, the Brunswick County Board of Commissioners conducted Public Hearings in the Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.**

1. **Health and Human Services - Public Housing - Public Hearing (Catherine Lytch, Director of DSS)**

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

Ms. Catherine Lytch explained that the U.S. Department of Housing and Urban Development requires all Public Housing agencies to annually hold a public hearing to receive any comments or questions regarding the agency's goals and objectives. The Public Hearing was advertised and to-date no comments have been received in the office.

### CALL TO ORDER

Chairman Williams called the Public Hearing to order at 6:35 p.m.

### PUBLIC COMMENTS

Chairman Williams asked those wishing to speak on the Public Housing Agency goals, objectives and policies to come to the podium. No one wished to speak.

### ADJOURN

Vice-Chairman Thompson moved to close the Public Hearing at 6:35 p.m.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

2. **GIS - Street Adoptions Public Hearing (Jan Clemmons, GIS)**

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Request that the Board of Commissioners approve the second reading and adoption of the proposed street names.

Ms. Jan Clemmons, GIS, explained that the streets were named by property owners or the recorded surveys.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 6:36 p.m.

## **PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on the proposed street names to come to the podium. No one wished to speak.

## **ADJOURN**

Vice-Chairman Thompson moved to close the Public Hearing at 6:36 p.m.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

Commissioner Sykes moved to approve second reading and adoption of the proposed street names.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

### **3. Planning - Rezoning Case Z-760 (Kirstie Dixon, Director of Planning)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the Official Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) with an associated CAMA Land Use Plan Map from LDR (Low Density Residential) to Commercial (Z-18-760).

Ms. Kirstie Dixon, Planning Director, explained that Rezoning Case Z-760 is a rezoning from RR to C-LD, encompassing seven parcels and 2.67 acres off of Ocean Hwy./U.S. 17 and Kelly Road. Ms. Dixon further explained that this is a conventional rezoning request, therefore no conditions or site plan are proposed.

Commissioner Sykes noted that the agenda item reads “Kirby Road” and should be corrected to read “Kelly Road.” The Board so noted.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 6:38 p.m.

## **PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on Rezoning Case Z-760 to come to the podium. No one wished to speak.

## **ADJOURN**

Chairman Williams closed the Public Hearing at 6:38 p.m.

## **CONSISTENCY STATEMENT**

**(per N.C.G.S. 153A-341)**

**Description: Rezoning Case Z-18-760**

The Brunswick County Board of Commissioners finds that the proposed zoning amendment is not consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The parcels are currently classified as LDR (Low Density Residential), however, an amendment has been requested from LDR (Low Density Residential) to Commercial.

The Board of Commissioners further finds that the approval of the proposed zoning amendment will amend the CAMA Land Use Plan (Comprehensive Plan) and the following changes have been considered to meet the needs of the community: There is commercial zoning in the immediate area and the County strongly supports commercial nodes, which will serve the community and neighboring communities.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons: There is existing commercial zoning adjoining and in close proximity to this area.

Therefore, on the basis of all the information provided including the foregoing, Commissioner Forte moved to order approval of the Unified Development Ordinance Zoning Map Amendment from RR to C-LD with an associated CAMA Land Use Plan Map (Z-18-760), First and Second Readings. The vote of approval was unanimous.

### **4. Planning - Rezoning Case Z-761 (Kirstie Dixon, Director of Planning)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the Official Unified Development Ordinance Zoning Map from R-7500 (Medium Density Residential) and R-6000 (High Density Residential) to R-6000 (High Density Residential) with an associated CAMA Land Use Plan Map from LDR (Low Density Residential) to MDR (Medium Density Residential) (Z-18-761).

Ms. Dixon explained that Rezoning Case Z-761 is composed of ten parcels, one of which is a portion of a property, and is owned by multiple land owners. All land owners have signed the application and are part of the request. The property encompasses 75.56 acres and is located off of Field View Lane and inadvertently off Red Bug Road. This rezoning is a conventional rezoning request, therefore no conditions or site plan is approved. Ms. Dixon noted that this is a residential area and R-7500 does not allow singlewides, however, there are singlewides in the area and some of the owners wish to have singlewides. The only way this would be allowed is to rezone which would make the area more conforming with the zoning.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 6:41 p.m.

## **PUBLIC COMMENTS**

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Chairman Williams asked those wishing to speak on Rezoning Case Z-761 to come to the podium. The following individuals addressed the Board:

1. Mr. Randy Sullivan, resident of Blue Dogwood Trail, and representing the Sullivan family and the Sullivan Trust, stated that their property is located west of this proposed site and shared information regarding the property. Mr. Sullivan stated that the Sullivan family and the Sullivan Trust would rather not see low income housing go into this area.
2. Ms. Renee Whitby, resident of Ellis Road, stated that she began this effort, and explained that the parcels beside Field View Way are her family's land. The property was recently divided among her and her siblings. Ms. Whitby stated that several of the parcels are not large enough for anything other than a singlewide and the request was needed so that they would have an affordable place to live.

## **ADJOURN**

Vice-Chairman Thompson moved to close the Public Hearing at 6:44 p.m.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

Commissioner Cooke moved to approve First Reading only to allow for more research, and to schedule Second Reading for the May 21, 2018 meeting.

Following a brief discussion, Chairman Williams called the question. The vote of approval was unanimous.

## **5. Planning - Rezoning Case Z-762 (Kirstie Dixon, Director of Planning)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the Official Unified Development Ordinance Zoning Map from R-7500 (Medium Density Residential) and C-LD (Commercial Low Density) to C-LD (Commercial Low Density) with an associated CAMA Land Use Plan Map from LDR (Low Density Residential) to Commercial (Z-18-762).

Ms. Dixon explained that Rezoning Case Z-762 is to rezone from R-7500 and C-LD to C-LD. There is an existing commercial business, RV/Boat Storage facility, on the portion of the property zoned C-LD. The entire tract encompasses 12.94 acres and it is a conventional rezoning therefore no conditions or site plan are submitted. There is an associated land use amendment.

## **CALL TO ORDER**

Chairman Williams called the Public Hearing to order at 6:47 p.m.

## **PUBLIC COMMENTS**

Chairman Williams asked those wishing to speak on Rezoning Case Z-762 to come to the podium. No one wished to speak.

## **ADJOURN**

Vice-Chairman Thompson moved to close the Public Hearing at 6:47 p.m. The vote of approval was unanimous.

## **CONSISTENCY STATEMENT**

**(per N.C.G.S. 153A-341)**

**Description: Rezoning Case Z-18-762**

The Brunswick County Board of Commissioners finds that the proposed zoning amendment is not consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The parcel is classified as LDR (Low Density Residential); however, an amendment has been requested from LDR (Low Density Residential) to Commercial. The property has been used for commercial purposes for 2 decades.

The Board of Commissioners further finds that the approval of the proposed zoning amendment will amend the CAMA Land Use Plan (Comprehensive Plan) and the following changes have been considered to meet the needs of the community: The property is commercial in nature and the CAMA Land Use Plan encourages commercial development at intersections along major corridors.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons: The proposed zoning amendment will be consistent with surrounding properties and it will correct a split-zoning issue.

Therefore, on the basis of all the information provided including the foregoing, Vice-Chairman Thompson moved to order approval of the Unified Development Ordinance Zoning Map Amendment from R-7500 and C-LD to C-LD with an associated CAMA Land Use Plan Map from LDR to Commercial (Z-18-762), First and Second Readings. The vote of approval was unanimous.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

## **VIII. ADMINISTRATIVE REPORT**

### **1. Administration - Water and Sewer System Development Fees (Ann Hardy, County Manager)**

Request that the Board of Commissioners receive Brunswick County's Water and Sewer System Development Fee Analysis and approve posting the report for public review and comment.

Mrs. Hardy explained that the General Assembly passed House Bill 436 in the last legislative session entitled "Article 8, System Development Fees." This Bill requires counties to conduct an independent study by a third-party to analyze system development fees. The County engaged Raftelis Financial Consultants Inc. to complete a system development fee analysis for Brunswick County. Mrs. Hardy reviewed the cost methods chosen for both the water and wastewater fees for residential and commercial customers. Prior to considering the adoption of the analysis, House Bill 436 requires that the analysis be posted on our webpage for public review and comment for a minimum period of 45 days and provide the means for written comments to be submitted to the preparer of the professional analysis. After public review, staff will make a recommendation to the Board of Commissioners and

conduct a public hearing prior to considering adoption of the analysis. Any rates or fee schedule changes would be considered as part of the annual budget process.

Following a brief discussion, Commissioner Cooke moved to approve posting the report for public review and comment.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

2. **Administration - Resolution for the Issuance of \$52,950,000 General Obligation Bonds (Ann Hardy, County Manager)**

Request that the Board of Commissioners approve the Bond Resolution Providing for the Issuance of Not to Exceed \$52,950,000 General Obligation School Bonds, Series 2018.

Mrs. Hardy explained that the Bond Order has been approved authorizing the issuance of \$152 million to pay the cost of constructing, improving, and renovating school facilities. This first phase of the referendum would provide funding for the new Town Creek Middle School, estimated at \$22.5 million, Lincoln Elementary six classroom addition \$3.7 million, and Town Creek Elementary School six classroom addition \$2.2 million, with the remaining funds to be used for design costs for future projects and District Wide Athletic, Interior and Exterior Building Improvements totaling \$24.6 million. The Bonds will be issued approximately the middle of June and would pay interest semi-annually on February 1 and August 1, 2019.

Vice-Chairman Thompson moved to approve the Bond Resolution as presented.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$52,950,000 GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018 OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA**

*WHEREAS*, the Bond Order hereinafter-described has been adopted, and it is desirable to make provision for the issuance of the bonds authorized by said Bond Order;

*NOW, THEREFORE, BE IT RESOLVED* by the Board of Commissioners of the County of Brunswick, North Carolina (the "Board") as follows:

**Section 1.** For purposes of this Resolution, the following words have the meanings ascribed to them below:

*"Arbitrage and Tax Regulatory Agreement"* means the Arbitrage and Tax Regulatory Agreement executed by the County related to the 2018 Bonds.

*"Bond Order"* means the Bond Order authorizing \$152,000,000 General Obligation School Bonds, adopted by the Board on August 1, 2016, effective when approved by the voters of the County at a referendum duly called and held on November 8, 2016.

*"Code"* means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder, or any successor statute thereto.

*“Federal Securities”* means (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody’s, if the 2018 Bonds are rated by Moody’s, S&P, if the 2018 Bonds are rated by S&P and Fitch Ratings, if the 2018 Bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under State law for the defeasance of local government bonds.

*“Fiscal Year”* means a twelve-month period commencing on the first day of July of any year and ending on the 30th day of June of the succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the County.

*“Fitch Ratings”* means Fitch Ratings, Inc., its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, *“Fitch”* will be deemed to refer to any other nationally recognized securities rating agency other than Moody’s and S&P designated by the City.

*“Moody’s”* means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, *“Moody’s”* will be deemed to refer to any other nationally recognized rating agency other than S&P designated by the County.

*“Pricing Certificate”* means the certificate of the Director of Fiscal Operations of the County delivered in connection with the issuance of the 2018 Bonds which establishes the final maturity amounts, the interest payment dates and the provisions for redemption.

*“Projects”* means constructing, improving, and renovating school facilities, specifically including, among other things, the construction and renovation of classroom facilities and district-wide improvements for safety, security, technology and building infrastructure, the acquisition and installation of furnishings and equipment, and the acquisition of land or rights-in-land required therefor, pursuant to and in accordance with the Bond Order.

*“S&P”* means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and their assigns and, if such corporation for any reason no longer

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performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized rating agency other than Moody’s designated by the County.

“2018 Bonds” means the County’s General Obligation School Bonds, Series 2018 authorized under the Bond Order.

**Section 2.** The County will issue not to exceed \$52,950,000 in total aggregate principal amount of its 2018 Bonds.

**Section 3.** The 2018 Bonds will be dated their date of issuance and pay interest semiannually on February 1 and August 1, beginning August 1, 2019, unless the Director of Fiscal Operations of the County establishes different dates in her Pricing Certificate. The 2018 Bonds are being issued to provide funds (1) to finance the capital costs of the Projects pursuant to and in accordance with the Bond Order and (2) to pay the costs of issuing the 2018 Bonds.

**Section 4.** The Board has ascertained and hereby determines that the average period of usefulness of the capital projects being financed by the proceeds of the 2018 Bonds is not less than 25 years computed from the date of issuance of the 2018 Bonds.

**Section 5.** Unless changed by the Director of Fiscal Operations of the County in her Pricing Certificate, the 2018 Bonds are payable in annual installments on August 1 in each year, as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2019	\$2,650,000	2029	\$2,650,000
2020	2,650,000	2030	2,650,000
2021	2,650,000	2031	2,650,000
2022	2,650,000	2032	2,650,000
2023	2,650,000	2033	2,650,000
2024	2,650,000	2034	2,650,000
2025	2,650,000	2035	2,650,000
2026	2,650,000	2036	2,650,000
2027	2,650,000	2037	2,650,000
2028	2,650,000	2038	2,600,000

**Section 6.** The 2018 Bonds are to be numbered from “R-1” consecutively and upward. All 2018 Bonds will bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

**Section 7.** The 2018 Bonds are to be registered as to principal and interest, and the Director of Fiscal Operations of the County is directed to maintain the registration records with respect thereto. The 2018 Bonds will bear the original or facsimile signatures of the County Manager or the Chairman of the Board and the Clerk to the Board of the County. An original or facsimile of the seal of the County will be imprinted on each of the 2018 Bonds.

**Section 8.** The 2018 Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2018 Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the 2018 Bonds will be payable to DTC or its nominee as registered

owner of the 2018 Bonds in immediately available funds. The principal of and interest on the 2018 Bonds will be payable to owners of 2018 Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The County will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2018 Bonds or (b) the Director of Fiscal Operations of the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the 2018 Bonds would adversely affect the interests of the beneficial owners of the 2018 Bonds, the County will discontinue the book-entry system with DTC in accordance with the rules and procedures of DTC. If the County fails to identify another qualified securities depository to replace DTC, the County will authenticate and deliver replacement bonds in accordance with the rules and procedures of DTC.

**Section 9.** Unless changed by the Director of Fiscal Operations of the County in her Pricing Certificate, the 2018 Bonds maturing on or before August 1, 2028 will not be subject to redemption prior to maturity. The 2018 Bonds maturing on and after August 1, 2029 will be subject to redemption prior to maturity, at the option of the County, from any money that may be made available for such purpose, either in whole or in part on any date on or after August 1, 2028, at the redemption price of the principal amount of 2018 Bonds to be so redeemed, plus accrued interest to the redemption date.

If less than all of the 2018 Bonds are called for redemption, the County will select the maturity or maturities of the 2018 Bonds to be redeemed in such manner as the County in its discretion may determine and DTC and its participants will determine which of the 2018 Bonds within a maturity are to be redeemed in accordance with its rules and procedures; provided, however, that the portion of any 2018 Bond to be redeemed will be in principal amount of \$5,000 or integral multiples thereof and that, in selecting 2018 Bonds for redemption, each 2018 Bond will be considered as representing that number of 2018 Bonds which is obtained by dividing the principal amount of such 2018 Bond by \$5,000. Whenever the County elects to redeem 2018 Bonds, notice of such redemption of 2018 Bonds, stating the redemption date, redemption price and any conditions to the redemption and identifying the 2018 Bonds or portions thereof to be redeemed by reference to their numbers and further stating that on such redemption date there will become due and payable on each 2018 Bond or portion thereof so to be redeemed, the principal thereof, and interest accrued to the redemption date and that from and after such date interest thereon will cease to accrue, will be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the 2018 Bonds, by prepaid certified or registered United States mail (or by such other means as permitted by DTC's rules and procedures), at the address provided to the County by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of the 2018 Bonds, the County will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of the 2018 Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the County. The County will also mail or transmit by facsimile or in electronic format a copy of the notice of redemption within the time set forth above (1) to the Local Government Commission of North Carolina (the "*Local Government Commission*") and (2) to the Municipal Rulemaking Securities Board through the EMMA system.

If at the time of mailing of the notice of redemption there is not on deposit money sufficient to redeem the 2018 Bonds called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

**Section 10.** The 2018 Bonds and the provisions for the registration of the 2018 Bonds and for the approval of the 2018 Bonds by the Secretary of the Local Government Commission are

to be in substantially the form set forth in Exhibit A hereto, the terms of which may be changed by the Director of Fiscal Operations of the County in her Pricing Certificate.

**Section 11.** The Director of Fiscal Operations of the County is hereby authorized to execute a non-arbitrage certificate with respect to the 2018 Bonds in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

**Section 12.** The Director of Fiscal Operations of the County is hereby directed to create and establish a special fund to be designated “*County of Brunswick, North Carolina General Obligation Bonds, Series 2018 Project Fund*” (the “*Project Fund*”) and may establish separate accounts within the Project Fund to track the expenditures related to each of the Projects. The Director of Fiscal Operations of the County will deposit the proceeds from the sale of the 2018 Bonds in the Project Fund. The Director of Fiscal Operations of the County will invest and reinvest any money held in the Project Fund as permitted by the laws of the State of North Carolina and the income, to the extent permitted by the Code, is to be retained in the Project Fund and applied with the proceeds of the 2018 Bonds to pay the costs of the Projects, as directed by the Director of Fiscal Operations of the County. The Director of Fiscal Operations of the County will keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the County maintains its covenants with respect to the exclusion of the interest on the 2018 Bonds from gross income for purposes of federal income taxation.

**Section 13.** Actions taken by officials of the County to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, as amended, are hereby authorized and approved.

**Section 14.** The Local Government Commission is hereby requested to sell the 2018 Bonds through a competitive sale to the bidder whose bid results in the lowest interest cost to the County, determined on the basis of the net interest cost method.

**Section 15.** The Chairman of the Board, the County Manager, the Clerk to the Board and the Director of Fiscal Operations of the County (the “*Authorized Officers*”), individually and collectively, are hereby authorized, empowered and directed to cause the 2018 Bonds to be prepared and, when they have been duly sold by the Local Government Commission, to execute the 2018 Bonds and to turn the 2018 Bonds over to the registrar and transfer agent of the County, if any, for delivery through the facilities of DTC to the purchaser or purchasers to whom they may be sold by the Local Government Commission.

**Section 16.** The form and content of the Notice of Sale and the Preliminary Official Statement together with the final Official Statement related to the 2018 Bonds are in all respects authorized, approved and confirmed. The Authorized Officers, individually and collectively, are authorized, empowered and directed to execute and deliver the Official Statement in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the Board of any and all changes, modifications, additions or deletions therein from the form and content of the Official Statement presented to the Board.

**Section 17.** The Authorized Officers, individually and collectively, are authorized, empowered and directed to execute and deliver for and on behalf of the County any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

**Section 18.** The County agrees, in accordance with Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (the “SEC”) and for the benefit of the registered owners and beneficial owners of the 2018 Bonds, as follows:

(1) by not later than seven months after the end of each Fiscal Year to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB, the audited financial statements of the County for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the County for such Fiscal Year to be replaced subsequently by audited financial statements of the County to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year to the MSRB, (a) the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the captions “**THE COUNTY--DEBT INFORMATION**” and “**--TAX INFORMATION**” (excluding information on overlapping units and the subsection entitled *Debt Outlook*) in the Official Statement referred to in Section 16 and (b) the combined budget of the County for the current Fiscal Year to the extent such items are not included in the financial statements referred to in clause (1) above;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, to the MSRB, notice of any of the following events with respect to the 2018 Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (e) substitution of any credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2018 Bonds or other material events affecting the tax status of the 2018 Bonds;
- (g) modification of the rights of the beneficial owners of the 2018 Bonds, if material;
- (h) call of any of the 2018 Bonds, if material, and tender offers;
- (i) defeasance of any of the 2018 Bonds;
- (j) release, substitution or sale of any property securing repayment of the 2018 Bonds, if material;

- (k) rating changes;
  - (l) bankruptcy, insolvency, receivership or similar event of the County;
  - (m) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material; and
  - (n) the appointment of a successor or additional trustee, or the change in the name of a trustee, if material; and
- (4) in a timely manner to the MSRB, notice of the failure by the County to provide the required annual financial information described in (1) and (2) above on or before the date specified.

The County agrees that its undertaking under this Paragraph is intended to be for the benefit of the registered owners and the beneficial owners of the 2018 Bonds and is enforceable by any of the registered owners and the beneficial owners of the 2018 Bonds, including an action for specific performance of the County's obligations under this Paragraph, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the 2018 Bonds. An action must be instituted, had and maintained in the manner provided in this Paragraph for the benefit of all of the registered owners and beneficial owners of the 2018 Bonds.

All documents provided to the MSRB as described in this Paragraph will be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The County may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The County may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, but:

- (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County;
- (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;
- (3) any such modification does not materially impair the interest of the registered owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the 2018 Bonds.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Paragraph terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2018 Bonds.

**Section 19.** Those portions of this Resolution other than Paragraph 18 may be amended or supplemented, from time to time, without the consent of the owners of the 2018 Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owners of the 2018 Bonds and would not cause the interest on the 2018 Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the outstanding 2018 Bonds, exclusive of 2018 Bonds, if any, owned by the County, but a modification or amendment (1) may not, without the express consent of any owner of 2018 Bonds, reduce the principal amount of any 2018 Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Paragraph 18, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the 2018 Bonds is binding on all owners of the 2018 Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution. After consent has been given, no owner of a 2018 Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the County from taking any action pursuant to a modification or amendment.

If the County proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the 2018 Bonds, the registrar for the 2018 Bonds will, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to each owner of the 2018 Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice will briefly set forth the nature of the proposed amendment and will state that copies thereof are on file at the designated office of the registrar for the 2018 Bonds for inspection by all owners of the 2018 Bonds. If, within 60 days or such longer period as may be prescribed by the County following the giving of such notice, the owners of a majority in aggregate principal amount of 2018 Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

**Section 20.** The County covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient therefor for federal income tax purposes of the interest on the 2018 Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the County will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The County covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2018 Bonds or other funds under their control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2018 Bonds to be “*arbitrage bonds*” for purposes of Section 148 of the Code. The County covenants that it will comply with the provisions of the Arbitrage and Tax Regulatory Certificate.

**Section 21.** Nothing in this Resolution precludes (a) the payment of the 2018 Bonds from the proceeds of refunding bonds or (b) the payment of the 2018 Bonds from any legally available funds.

# DRAFT

If the County causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of the 2018 Bonds the principal of the 2018 Bonds (including interest to become due thereon), through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, money sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, the County will so notify Moody's and S&P, and then such 2018 Bonds will be considered to have been discharged and satisfied, and the principal of the 2018 Bonds (including interest thereon) will no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the County receives an opinion of a nationally recognized accounting or verification firm that the segregated money or Federal Securities together with interest earnings thereon is sufficient to effect a defeasance, the County will execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. The County will make provisions for the mailing of a notice to the owners of the 2018 Bonds that such money is available for such payment.

**Section 22.** If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the 2018 Bonds authorized hereunder.

**Section 23.** All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 24.** This Resolution is effective on its adoption.

On motion of Commissioner Thompson, seconded by Commissioner N/A, the foregoing resolution entitled **"RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$52,950,000 GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018 OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA"** was duly adopted by the following vote:

AYES: 5

NAYS: 0

This the 16<sup>th</sup> day of April, 2018.

Frank Williams, Chairman  
Brunswick County Commissioners

Attest:  
Andrea White, NCCCC  
Clerk to the Board

3. **Engineering - Carolina Shores North Sewer SAD (29) Project Closeout (Bill Pinnix, P.E., Director of Engineering)**

Request that the Board of Commissioners certify the CSN Sewer SAD (29) project cost, establish the cost assessment method, approve the assessment payment terms, adopt the Final Assessment Resolution and schedule the Final Public Hearing for the confirmation of the assessment roll for 6:00 p.m. on May 21, 2018 in the Commissioner's Chambers.

Mr. Pinnix shared the highlights of the project to include the total cost of the project at \$1,897,164.59. The preliminary roll contains 466 parcels which gives a per-parcel assessment of \$4,071.17. Letters are ready to be mailed to the neighborhood, if approved, informing them of the final public hearing.

Following a brief discussion, Vice-Chairman Thompson moved to certify the project cost, establish the cost assessment method, approve the assessment payment terms, adopt the Final Assessment Resolution and schedule the Final Public Hearing for the confirmation of the assessment roll for 6:00 p.m. on May 21, 2018 in the Chambers as presented.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

## **FINAL ASSESSMENT RESOLUTION FOR THE EXTENDING OF THE BRUNSWICK COUNTY UTILITY SYSTEM INTO THE AREA KNOWN AS CAROLINA SHORES NORTH SPECIAL SEWER ASSESSMENT (#29)**

The Brunswick County Board of Commissioners in regular session, duly assembled on April 16, 2018, do hereby resolve as follows:

1. This is a final assessment resolution enacted pursuant to the provisions of North Carolina General Statute 153A-192.
2. The Brunswick County Board of Commissioners has directed its staff, pursuant to North Carolina General Statute 153A-185 et. seq., to extend sewer collection lines into the area known as Carolina Shores North Special Sewer Assessment, which generally includes the development known as Carolina Shores North in Shallotte Township and areas in the development, generally shown on the attached map (Exhibit A), and an attached list of parcels served (Exhibit B), said documents open for public inspection.
3. The nature of the project is the construction of sewer collection lines and the location of the project is that area included in the description (Exhibit A), said exhibit showing all the affected parcels as described by the Brunswick County Geographic Information Services and the Brunswick County Tax Office, is on file with and available for inspection at the office of the Clerk to the Board of Commissioners and is hereby incorporated as if fully set out herein which area is hereby identified as the "benefit zone".
4. The basis for making assessments shall be one as set forth in North Carolina Statute 153A-186, specifically, the number of lots served or subject to being served by the project at an equal rate per lot, which are all included in a general description of the boundaries of the area benefited and those outer boundaries are described in "Exhibit A".
5. The percentage of the costs of the work to be assessed is One Hundred Percent (100%), and the parcels assessed may be subject to any system impact fees.
6. Assessments will be held in abeyance in the discretion of the County.
7. The terms of payment shall be payment in full sixty (60) days following the date of the publication of notice of the confirmation of the assessment roll. Assessments paid in full within the sixty days shall receive a five (5) percent discount. Any assessment not paid in full within the sixty days shall be divided into three annual installments with simple interest of eight (8) percent annually as allowed in NCGS §153A-200 (a). The first installment shall be due within sixty (60) days following

the publication of notice of the confirmation of the assessment roll. Each subsequent installment shall be due one year thereafter.

This the 16<sup>th</sup> day of April, 2018.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
Frank Williams, Chairman

ATTEST:  
Andrea G. White, NCCCC  
Clerk to the Board

4. **Utilities - Northeast Brunswick Regional Wastewater Treatment Plant Expansion Contract McKim & Creed (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to approve the contract with McKim & Creed in the amount of \$1,950,850 for engineering and construction administration services associated with a 1.65 million gallon per day (MGD) expansion of the Northeast Brunswick Regional Wastewater Treatment Plant (WWTP) and Phase II Force Main (18" diameter – 11,000 LF +/-).

Mr. Nichols explained that the Board approved an agreement with McKim & Creed Engineers in April 2017 to look at the estimated flow rates and to determine the next logical expansion size for the Northeast WWTP. Following much discussion with the participants in the northeast, it was determined that a 1.65 MGD expansion was best. However, recent information from participants changed the recommendation to a 2.5 MGD expansion. Mr. Nichols asked that the request be amended to authorize the Chairman and the Clerk to the Board to approve the contract with McKim & Creed in the amount of \$2,392,000 for engineering and construction administration services associated with a 2.5 MGD expansion of the Northeast Brunswick Regional Wastewater Treatment Plant and associated budget amendment and capital project ordinance.

Chairman Williams moved to approve the contract with McKim & Creed with the specifications as outlined by Mr. Nichols for a 2.5 MGD expansion in the amount of \$2,392,000 and the associated budget amendment and capital project ordinance.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

5. **Utilities - Receive Northwest Water Treatment Plant Final Recommendations and Amendment No. 2 CDM Smith (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners receive the final recommendations for water treatment options for the Northwest Water Treatment Plant (NWWTP), budgetary cost information for the NWWTP upgrades, updated reverse osmosis pilot testing data, information regarding treatment goals, and approve the budget amendment and authorize the Chairman and Clerk to the Board to approve the contract amendment with CDM Smith in the amount of \$778,900 for preliminary engineering services associated with the design of the advanced treatment options and expansion of the Northwest Water Treatment Project.

Mr. Nichols explained that CDM Smith gave a preliminary report to the Board last month regarding the evaluation of water treatment options for the NWWTP. He introduced Mr. Reed Barton and Mr. Bill Dowbiggin of CDM Smith to present the highlights of the final study.

# DRAFT

Mr. Barton and Mr. Dowbiggin reviewed the Final Report analysis used to determine the advanced treatment needed for the NWWTP to remove emerging contaminants. Based upon the findings of the report, CDM Smith recommended capacity expansion of the NWWTP to meet water demands and implementation of Low-Pressure Reverse Osmosis (LPRO) Advanced Treatment. The estimated cost for the expansion of the NWWTP is \$38 million and the LPRO is \$99 million for a total of \$137 million. They also recommended looking for value engineering and cost saving ideas in the next phase. Currently, CDM Smith is working to complete the pilot testing and will be submitting the National Pollutant Discharge Elimination System (NPDES) permit application. Preliminary and final design and bidding construction will follow.

Mrs. Hardy suggested that the Board consider moving forward with approving the Preliminary Engineering Report Amendment No. 1 signed by the County Manager on behalf of the Board, as well as Amendment No. 2 which is the contract to continue moving forward. She also suggested that the Board consider keeping the options open and conducting a workshop at the May 10<sup>th</sup> Budget Meeting before deciding on a final advance treatment method course.

Following discussion, Commissioner Forte moved to approve Amendment No. 1 and No. 2 with CDM Smith and hold a workshop on May 10, 2018 for further discussion and study as suggested by Mrs. Hardy.

Chairman Williams asked for discussion on the motion. Hearing none he called the question. The vote of approval was unanimous.

## **IX. OTHER BUSINESS/INFORMAL DISCUSSION**

Chairman Williams asked if there were any other items of business or discussion. No items were presented.

## **X. CLOSED SESSION**

### **1. Closed Session - Approve Closed Session Minutes and Consult with Attorney**

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

Mr. Bryan Batton, Assistant County Attorney, asked for a motion to enter into Closed Session pursuant to G.S. 143-318.11(a)(1) to approve Closed Session Minutes and G.S. 143-318.11(a)(3) to consult with the attorney.

Commissioner Cooke moved to enter into Closed Session at 7:32 p.m. as requested by the Assistant County Attorney. The vote of approval was unanimous.

Chairman Williams called the regular meeting to order at 7:44 p.m. and asked the Assistant County Attorney if there was anything to report from Closed Session.

Mr. Batton stated there was nothing to report.

## **XI. ADJOURNMENT**

# DRAFT

Vice-Chairman Thompson moved to adjourn at 7:44 p.m. The vote of approval was unanimous.

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Frank Williams, Chairman  
Brunswick County Board of Commissioners

Attest:

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Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**Action Item # V. - 5.**

Finance - Fiscal Items

**From:**

Julie A. Miller

**Issue/Action Requested:**

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

**-FY19 JCPC Certification & Annual County Plan**

Request that the Board of Commissioners approve the FY2018-19 JCPC Certification, Annual Plan, Program Agreements and the FY2018-19 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 FY2017-18 are: Brunswick County Restitution Program \$49,640, Providence Home \$12,000, Guiding Good Choices (GGC) & Systematic Training for effective Parenting (STEP) by Coastal Horizons \$27,598, Teen Court 13th District by Communities in Schools \$48,573, A.R.T. by Coastal Horizons \$32,426 and JCPC Administration \$6,500. A total annual funding plan of \$176,737.

**-Additional State Revenues Breast Feeding Budget Amendment**

Appropriate additional state revenues of \$2,702 for use in the Breast Feeding Peer Counselor. These funds will be utilized to attend required meetings and support existing contractor in helping clients that wish to breast feed.

**-Sheriff Deputy Plan Reserve Funds Budget Amendment**

Transfer \$133,730 from the reserve funds for the Sheriff deputy plan and move forward with the purchase of 5 patrol cars to ensure vehicles are available by July 1.

**-Sheriff's Office Insurance Proceeds Budget Amendment**

Appropriate insurance proceeds of \$12,181 to capital outlay vehicles to replace a total loss vehicle. Any additional funds needed in excess of the insurance revenues will be taken from federal or state drug seizure funds.

**-Communicable Disease Budget Amendment**

Appropriate \$1,049 of state revenues restricted, \$87 of medicare revenues, and clinic fees of \$2,049 for use in the Communicable Disease Program.

**-Water Taps and Connections Budget Amendment**

Appropriate Tap and Connections revenue of \$275,000 to ensure enough inventory on hand to meet demands through the end of the fiscal year.

**-Pea Landing Lightning Strike Budget Amendment**

Appropriate \$5,258 of water insurance proceeds and \$11,883 of wastewater insurance proceeds for repairs

associated with the Pea Landing lightning strike.

**-Housing Preservation Grant Loan Default Budget Amendment**

Appropriate \$8,236 of miscellaneous paid to the county from client who defaulted on 2012 Housing Preservation Grant promissory note. Funding from Rural Development in the amount of \$8,236 must be returned to the Rural Development Housing Preservation Grant.

**-Library Additional State Revenues Budget Amendment**

Appropriate \$14,174 of additional state aid to public libraries from the State Library of North Carolina Fund.

**-Concealed Weapons Fees Budget Amendment**

Appropriate Concealed Weapons Permit revenue of \$18,100 for use in the NC Concealed Weapons fee line in order to process payment to the State of North Carolina for their portion of Brunswick County Concealed Weapons fees.

**Background/Purpose of Request:**

**Fiscal Impact:**

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Not Applicable

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

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

**ATTACHMENTS:**

Description

- ☐ FY19 JCPC Annual Plan & Certification
- ☐ FY19 Admin Program Agreement
- ☐ FY19 Coastal ART Program Agreement
- ☐ FY19 GGC-STEP Agreement
- ☐ FY19 Providence Home Agreement
- ☐ FY19 Restitution Program Agreement
- ☐ FY19 Teen Court Program Agreement
- ☐ 20180507 Budget Amendment Breast Feeding Counselor Program
- ☐ 20180507 Budget Amendment Sheriff Deputy Plan
- ☐ 20180507 Budget Amendment Sheriff's Office Insurance Proceeds
- ☐ 20180507 Budget Amendment Communicable Disease Program
- ☐ 20180507 Budget Amendment Water Taps and Connections
- ☐ 20180507 Budget Amendment HPG 2012 Default
- ☐ 20180507 Budget Amendment Water Insurance Proceeds

- ▣ 20180507 Budget Amendment Wastewater Insurance Proceeds
- ▣ 20180507 Budget Amendment Library Additional State Revenues
- ▣ 20180507 Budget Amendment Concealed Weapons Fees

# **Juvenile Crime Prevention Council County Plan**

## **Brunswick County**

### **For FY 2018-2019**

#### **Table of Contents**

- I. Executive Summary
- II. County Funding Plan
- III. Juvenile Crime Prevention Council Organization
- IV. County Risk and Needs Assessment Summary
- V. County Juvenile Crime Prevention Council Request for Proposals
- VI. Funding Decisions Summary
- VII. Funded Programs Descriptions

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

# Brunswick County

## NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$176,737 Local Match: \$ \$125,399 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 State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	Brunswick County JCPC Administrative	\$6,500						\$6,500	
2	Coastal A.R.T.	\$32,426			\$6,606			\$39,032	17%
3	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	\$27,598			\$6,302			\$33,900	19%
4	Providence Home	\$12,000	\$35,000	\$17,616				\$64,616	81%
5	Brunswick County Teen Court	\$48,573		\$28,837	\$9,200			\$86,610	44%
6	Brunswick County Restitution Program	\$49,640			\$21,838			\$71,478	31%
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<b>TOTALS:</b>		<b>\$176,737</b>	<b>\$35,000</b>	<b>\$46,453</b>	<b>\$43,946</b>			<b>\$302,136</b>	<b>42%</b>

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 \_\_\_\_\_.

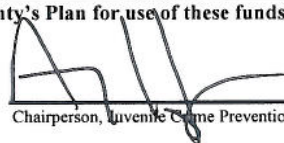
Amount of Unallocated Funds: \_\_\_\_\_

Amount of funds reverted back to DPS: \_\_\_\_\_

Discretionary Funds added: \_\_\_\_\_

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 _____


4/19/2019  
 Chairperson, Juvenile Crime Prevention Council (Date)

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

## Juvenile Crime Prevention Council Organization

	Name	Organization	Title
<b>Chairperson</b>	Amy Horgan	Trillium	SOC Coordinator
<b>Vice-Chairperson</b>	Maxine Elliott	Elliott Consulting	President
<b>Secretary</b>	Regina Bennett	Contract Position - JCPC Coordinator	JCPC Coordinator
<b>Treasurer</b>	Melinda Johnson	Brunswick County Parks & Recreation	Marketing & Community Events Coordinator
<b>Assessment Committee Chairperson</b>	Sharon Flucker	Brunswick County Schools	Behavior Specialist Schools
<b>Funding Committee Chairperson</b>	Erin Rutkowski	Brunswick County Schools	School Social Worker

Number of members: 22

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
7/20/17	13	Yes
8/2017	No Meeting	
9/21/17	18	Yes
10/19/17	10	No
11/16/17	13	Yes
12/2017	No Meeting	
1/18/18	14	Yes
2/15/18	9	No
3/15/18	13	Yes
4/19/18	13	Yes

## **SUMMARY REPORT OF THE BRUNSWICK COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE**

- I. Risk Assessment Summary**
- II. Needs Assessment Summary**
- III. Resource Assessment Summary**
- IV. Summary of Gaps and Barriers in the Community Continuum**
- V. Proposed Priority Services for Funding**

### **Part I. Risk Assessment Summary**

The Risk and Needs Assessment Committee reviewed data gleaned from the Juvenile Risk Assessment instrument administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred and prior to adjudication of the juvenile. The Juvenile Risk Assessment is an instrument used to predict the likelihood of the juvenile being involved in future delinquent behavior. For some youth, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (*represented by percentages which have a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

### **Part II. Needs Assessment Summary**

The Risk and Needs Assessment Committee also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to court disposition of a juvenile. The Juvenile Needs Assessment is an instrument used to examine a youth's needs in the various domains of his life: The Individual Domain, The School Domain, The Peer Domain, and the Community Domain. This instrument was designed to detect service intervention needs as an aid in service planning. As with the Juvenile Risk Assessment, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (*represented by percentages which have a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

**Brunswick County Risk and Needs Assessment Factor Observations/Summary:**  
**FY 09-10 and FY 16-17**

**PEER DOMAIN**

**County Risk Factor and Needs Assessment Observations: FY 2009-10 to FY 2016-17 (8- Year Trend Data)**

1. **R8-Peer Relationships**
  - County data reflects that youth sometime and/or regularly associates with negative/delinquent peers.
2. **Y1-Peer Relationships**

County youth sometimes and/or regularly associate with delinquent peers/negative peers

**INDIVIDUAL DOMAIN**

1. **R1-Age When 1<sup>st</sup> Delinquent Offense Alleged in a complaint**
  - County data reflects that the majority of youth are age 12 years or older at the time of the 1st delinquent offense alleged in a complaint.
2. **Y8-Mental Health Needs-**
  - County data reflects that youth reported having mental health issues that are being addressed and/or need further assessing or treatment.

**FAMILY DOMAIN**

1. **F2-Family Supervision Skills**
  - County data reflects that parent/guardian/custodian supervision skills are reported as marginal.
2. **F5-Family Criminality**
  - County Data reflects that youth has a family member with criminal history and/or is active on court supervision or gang involvement.

**SCHOOL DOMAIN**

1. **R7- School Behavior Problems**
  - County data reflects that youth reported having Moderate School Behavior Problems and Serious School Behavior Problems.
2. **Y2-School Behavior Problems**
  - County data reflects that youth reported having Moderate School Behavior Problems and Serious School Behavior Problems.

### **Part III. Summary of the Existing Community Resources**

**I. STRUCTURED ACTIVITIES-** Any non-residential program that provides a structured service plan of learning for the purpose of improving an individual's identified need(s) and with the purpose of improving the juveniles' (or parent's) skills or expanding their knowledge in a particular area, or enhancing academic performance.

1. Strengthening Families Parent-Family Skill Building Program (JCPC Funded)
2. Coastal A.R.T. Program (JCPC Funded)
3. Local Parks and Recreation Athletic Programs
4. Middle/High School Athletic Programs & Clubs
5. Boys/Girls Scouts Programs
6. 4-H Programs
7. Partnership for Children (Preschool)
8. Boy Scouts
9. Girl Scouts
10. Leland Alternative to Suspensions Program
11. SAVE
12. Communities In Schools Parenting
13. Communities In Schools Family Resource Center
14. Communities In Schools School Based Mentoring and Tutoring
15. Community Center (Oak Island, Boiling Springs)
16. Parks and Recreation
17. Daycare/After school programs
18. Private Schools
19. Brunswick Community College GED Programs
20. AA-NA
21. Youth/Church programs
22. Residential Facilities – Community Group Homes; Eckerd Camp; Odom Home; Tarheel Challenge
23. Hope Harbor – Domestic Violence Shelter and Youth Program

**II. RESTORATIVE PROGRAMS-**Programs that offer immediate and short-term involvement with juveniles to focus on negative and/or offending behaviors with the aim of resolution of the presenting problem and extinction of behavior.

1. Brunswick County Restitution Program (JCPC Funded)
2. Brunswick County Teen Court Program (JCPC Funded)

**III. COMMUNITY DAY PROGRAMS-** Programs that offer well supervised and highly structured program of service to youth. Such service may enable youth to remain in the community. Clients may be long-term suspended from school or have behavior that might otherwise result in placement in detention. Typically, this type structure serves youth who are court involved and referrals are made from juvenile court counselors. Programs can either be full day or partial day (emphasis on service in the afternoon/after school hours). It is desirable for programs to have both treatment and educational components, such as, Individual and/or Family Counseling, Substance Abuse Education/Treatment, Restitution/Community Service, Tutoring, Alternative Education, Vocational Development and Structured Activities.

**IV. ASSESSMENT SERVICES-**Clinical Evaluations and Assessments, including Psychological Evaluations to help court counselors and judges recommend the most appropriate consequences and treatment for court involved youth.

1. **Psychological Evaluations/SOSE Evaluation Program-** -Local MCO and other local providers
2. **Substance Abuse Counseling/Treatment-**Local MCO and other local providers

**V. CLINICAL TREATMENT SERVICES**-Programs in which a professional helps a juvenile and/or his or her families solve problems through goal directed planning. It may include individual, group, family counseling or a combination. It may have a particular focus such as sex offender treatment or substance abuse treatment. Services may be community or home based.

1. **AMIKids Non-Residential Contractual Services**-provides Functional Family Therapy (FFT), an evidence-based intervention for working with adjudicated youth and their families as a home-based dispositional alternative.
2. **Eckerd Non-Residential Contractual Services**-provides community-based services in North Carolina, are designed to address the emotional and behavioral needs of youth and their families as a juvenile justice dispositional alternative. Youth are referred in the following situations: (1) to maintain youth in their communities as a dispositional alternative to residential placement; (2) to maintain youth in their community while they await residential placement; (3) to provide support and services to the family while the youth is receiving treatment in a residential placement; and (4) to provide transitional services for youth returning to their home communities from a residential placement.

**VI. RESIDENTIAL PROGRAMS**-Programs where services are delivered in a residential setting.

**Group Home Care** - Provides twenty-four hour care for a residential placement lasting six to eight months in a therapeutic or structured family-like environment for youth. Includes intervention with client's family during and after placement and target a reduction in offending behavior and recidivism.

**Temporary Shelter Care** - Provides group home care and shelter (up to 90 days) for juveniles who need to be temporary removed from their homes during a family crisis.

**Runaway Shelter Care** - Provides shelter care for juveniles who have run away from home, are homeless or otherwise need short term care (15 days or less) while arrangements are made for their return home.

**Specialized Foster Care** - Provides care for youth with serious behavioral or emotional problems through foster parents whose special training is designed to help them understand and provide needed support for children who are placed in their care.

**Temporary Foster Care** - Provides short-term (up to 60 days) emergency foster care for diverted or adjudicated juveniles who need to be temporary removed from their home during a family crisis. Foster parents have been specially trained to understand and support the youth placed in their care.

1. **Providence Home (JCPC Funded)**
2. **Lake Waccamaw Group Home**
3. **DPS-Robeson House (Temporary Shelter Care)**-Lumberton Area
4. **DPS-Eckerd Residential Services**- serves on average 48 youth a day who have received Level II dispositions at two short-term juvenile justice residential facilities where youth receive a complete rehabilitative experience delivered in an average of 90 days.
5. **DPS-WestCare Residential Services**- serves on average 16 females a day who have received Level II dispositions at a short-term residential facility. The program provides a gender-responsive therapeutic environment which focuses on trauma-informed care.
6. **DPS-Methodist Home for Children Residential Services**- operates five multipurpose juvenile group homes across the state. The homes address antisocial behaviors through implementing a social and life skills curriculum that is individualized for each youth. MHC also operates a transitional home for youth exiting youth development centers who cannot return to their home communities due to gang violence or family disorder. The transitional home provides youth with independent living skills to assist them when they leave the home and begin living on their own

**7. DPS Camp Boomer**

**8. DPS-Crisis and Assessment Center, Dillon Assessment Center**

**JCPC Funded Programs**

**Providence Home** – Emergency Teen Shelter- Provides group home care and shelter (up to 90 days) for juveniles who need to be temporary removed from their homes during a family crisis.

**Teen Court Program**- Provides a diversion from juvenile court where trained adult and youth volunteers act as officials of the court to hear complaints. These programs make recommendations for appropriate sanctions including but not limited to community service and restitution (if applicable) to be assigned to the youth who have admitted committing minor delinquency and undisciplined complaints. Professional adult staff provides supervision of the court proceedings and any subsequent community service and/or restitution.

**Coastal Aggression Replacement Training (A.R.T.) Program**- Services that focus on developing the social skills required for an individual to interact in a positive way with others. The basic skill model begins with an individual's goals, progresses to how these goals should be translated into appropriate and effective social behaviors, and concludes with the impact of the behavior on the social environment. Typical training techniques are instruction, modeling of behavior, practice and rehearsal, feedback, reinforcement. May also include training in a set of techniques, such as conflict resolution or decision making, that focus on how to effectively deal with specific types of problems or issues that an individual may confront in interacting with others.

**Strengthening Families Program**- Services that focus on interactional or interpersonal issues faced by a parent(s)/family of a juvenile. This service works to develop parenting skills, communication skills, discipline techniques, and other related skills. May include sessions for parents only and/or sessions for parents and their child(ren).

**Brunswick County Restitution Program**- Programs that provide opportunities for offender to be accountable for their actions to the community and/or victim(s) through forms of payments or community service work that earns money to repay the victim(s).

**Governor's Crime Prevention Grants**

Shallotte Police – Chiefs Program for Shallotte Middle School  
Communities In Schools Peer Court for Shallotte Middle School

**Community Resources available but difficult to access**

Mental Health Services  
Sex Offender Assessment/Treatment Services  
Substance Abuse Treatment Services  
Substance Abuse long term treatment facility  
Wilmington Health Access for Teens (WHAT)

**Part IV. Summary of Gaps and Barriers in the Continuum of Services**

**Barriers to JCPC Programs**

- Teen Court – Program designed for first-time offenders only
- Teen Court Parenting – Services provided at one location only – transportation becomes a barrier. Meetings held twice monthly from 6:00 pm until 8:00 pm which limits some participants.
- Providence Home – Participants do not always follow house rules which results in their dismissal from the program.

**Gaps and Barriers of other Community Programs**

- Lack of Day Treatment Program
- Residential Drug Treatment Facility – Intensive Drug Treatment Program
- Residential Sex Offender Program – Intensive Sex Offender Treatment Program
- Mental Health – Barriers include cost, difficulty in accessing services, and client participation. Barriers to accessing community programs include transportation, cost, time of services, length of services, and Community support.

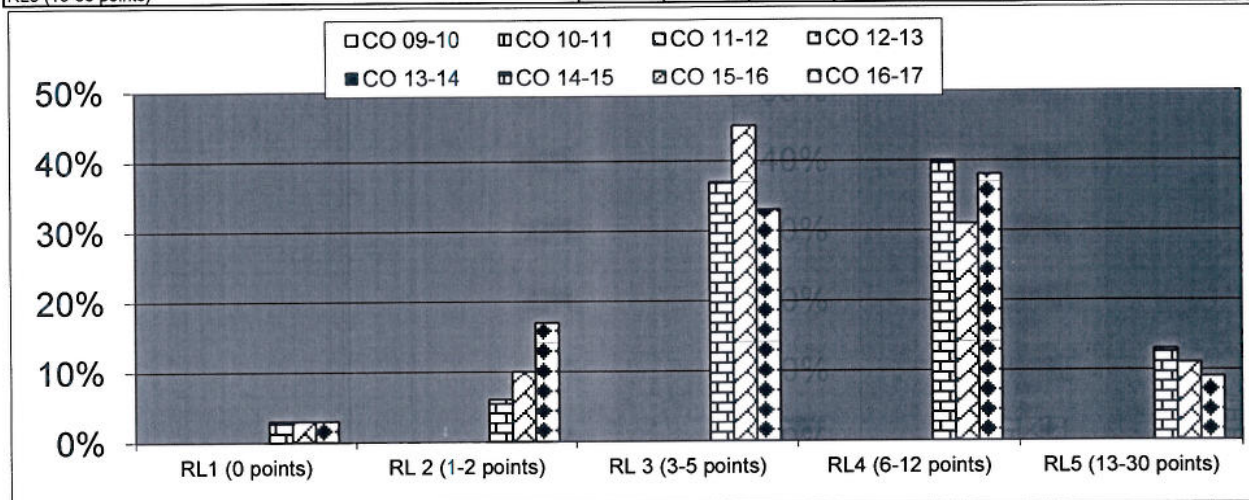
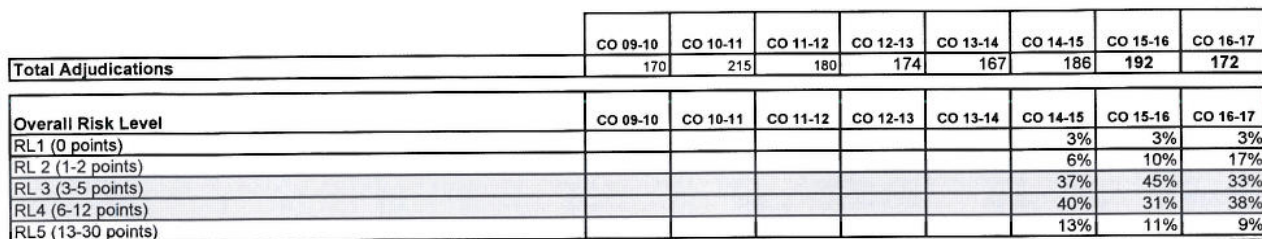
**Part V. Proposed Priority Services for Funding**

The committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services which are currently available in the community and sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

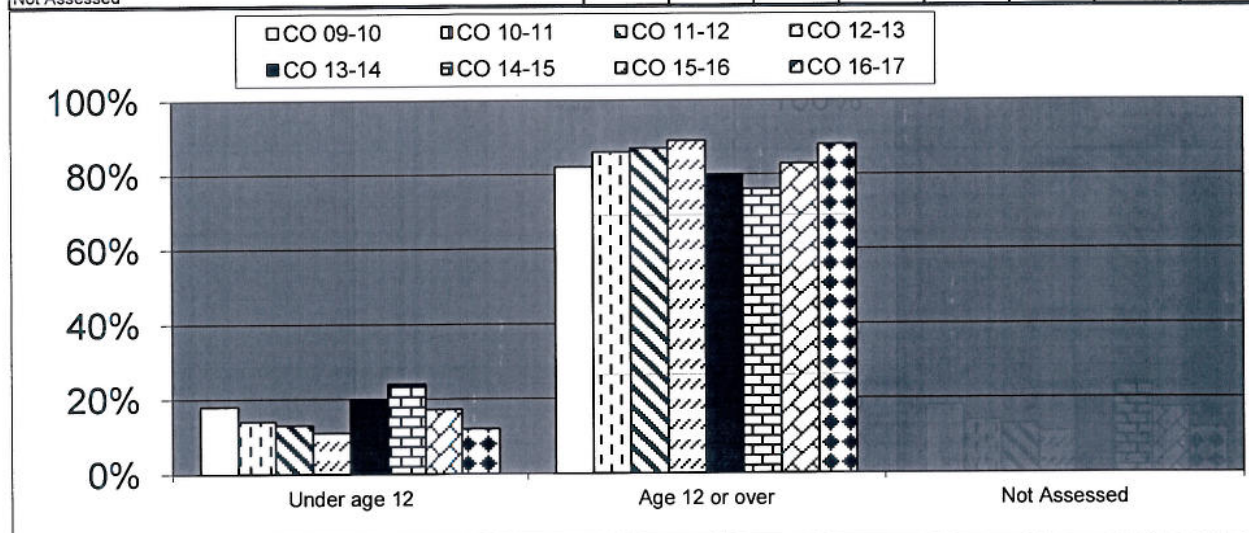
**The Committee proposes that the following services to be approved as the funding priorities for FY 2018-2019:**

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

## BRUNSWICK COUNTY



R1 - Age for First Delinquent Offense Alleged in a Complaint	CO 09-10	CO 10-11	CO 11-12	CO 12-13	CO 13-14	CO 14-15	CO 15-16	CO 16-17
Under age 12	18%	14%	13%	11%	20%	24%	17%	12%
Age 12 or over	82%	86%	87%	89%	80%	76%	83%	88%
Not Assessed								

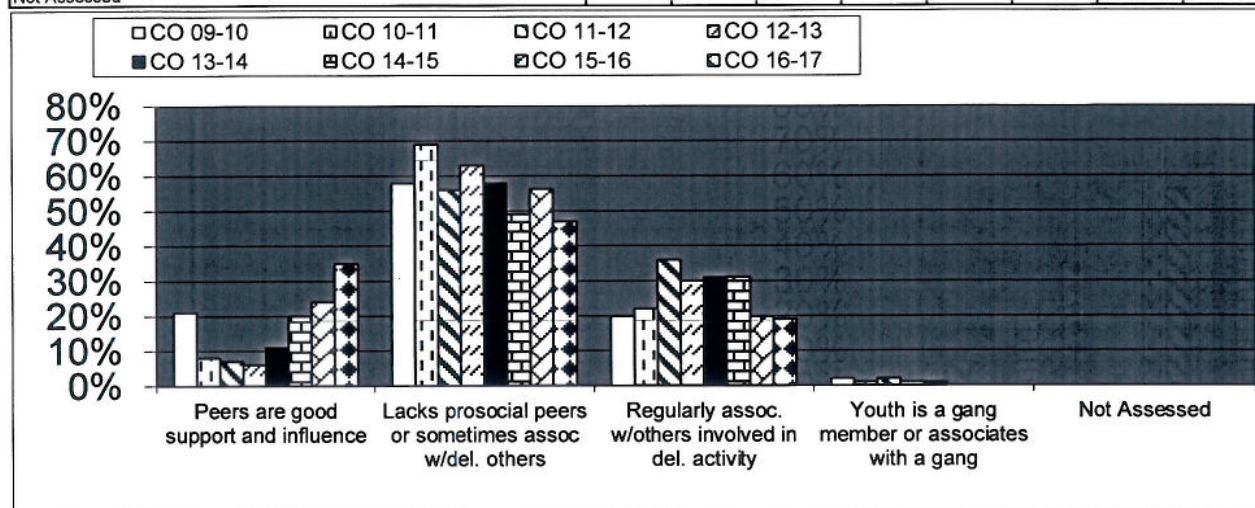


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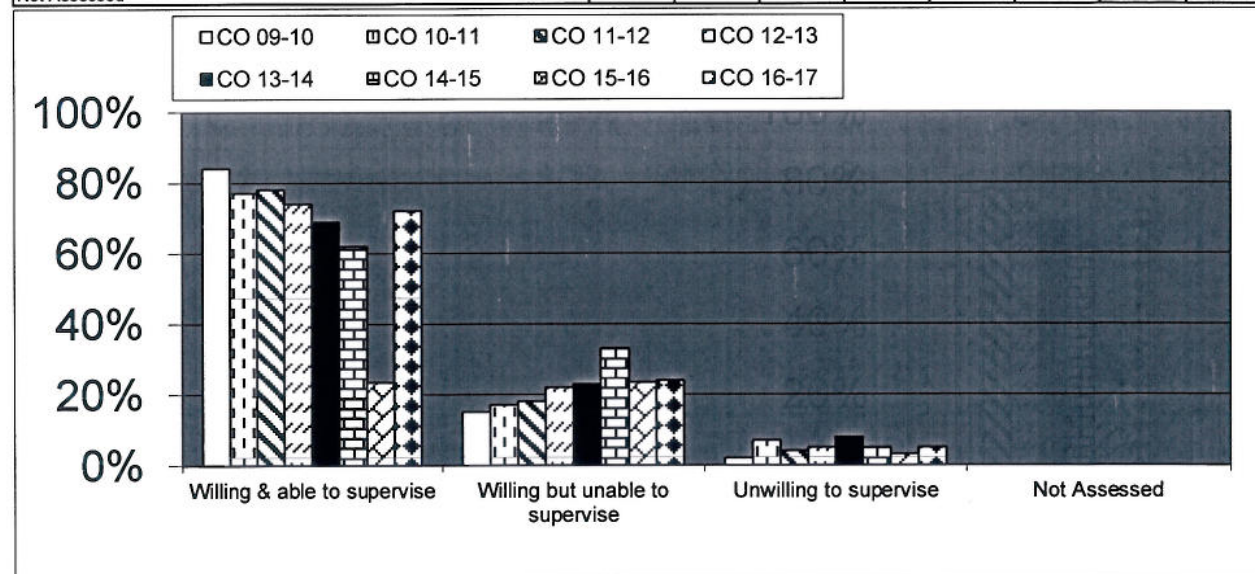
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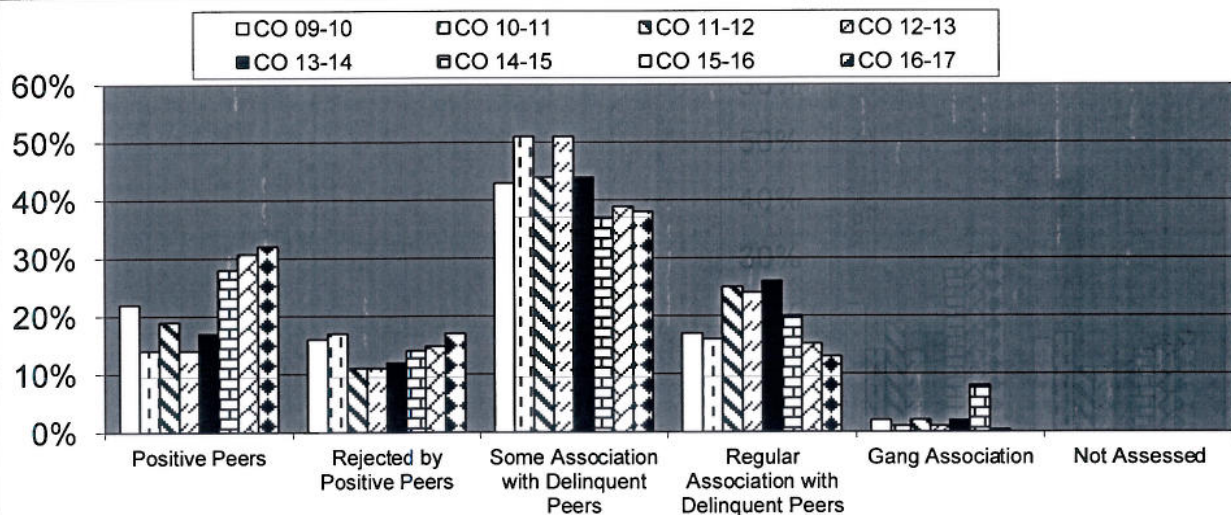
<b>R8 - Relationships with Peers</b>	<b>CO 09-10</b>	<b>CO 10-11</b>	<b>CO 11-12</b>	<b>CO 12-13</b>	<b>CO 13-14</b>	<b>CO 14-15</b>	<b>CO 15-16</b>	<b>CO 16-17</b>
Peers are good support and influence	21%	8%	7%	6%	11%	20%	24%	35%
Lacks prosocial peers or sometimes assoc w/del. others	58%	69%	56%	63%	58%	49%	56%	47%
Regularly assoc. w/others involved in del. activity	20%	22%	36%	30%	31%	31%	20%	19%
Youth is a gang member or associates with a gang	2%	1%	2%	1%	1%	0%	0%	0%
Not Assessed								



<b>R9 - Parental Supervision</b>	<b>CO 09-10</b>	<b>CO 10-11</b>	<b>CO 11-12</b>	<b>CO 12-13</b>	<b>CO 13-14</b>	<b>CO 14-15</b>	<b>CO 15-16</b>	<b>CO 16-17</b>
Willing & able to supervise	84%	77%	78%	74%	69%	62%	23%	72%
Willing but unable to supervise	15%	17%	18%	22%	23%	33%	23%	24%
Unwilling to supervise	2%	7%	4%	5%	8%	5%	3%	5%
Not Assessed								

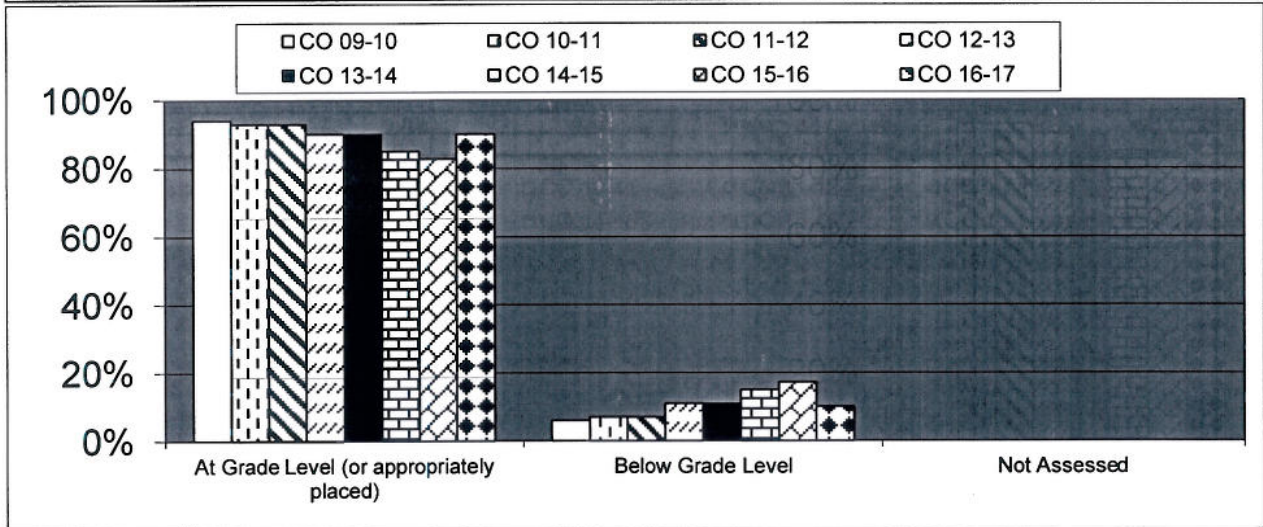


## BRUNSWICK COUNTY

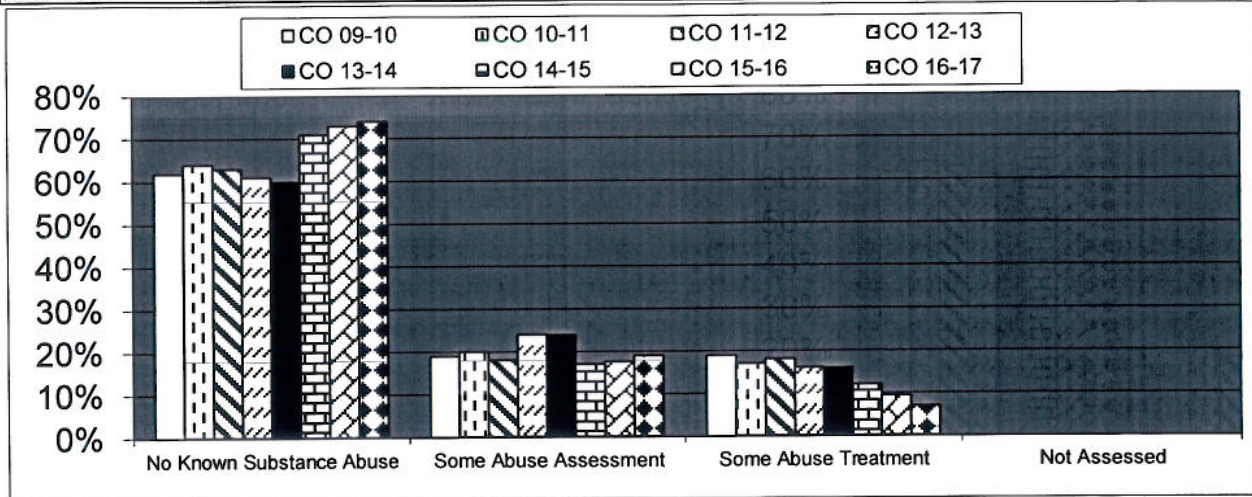


Y2 - School Behavior	CO 09-10	CO 10-11	CO 11-12	CO 12-13	CO 13-14	CO 14-15	CO 15-16	CO 16-17
No School Behavior Problems	23%	26%	28%	18%	15%	20%	18%	27%
Minor School Behavior Problems	8%	7%	10%	13%	12%	11%	7%	6%
Moderate School Behavior Problems	32%	30%	26%	28%	32%	26%	31%	31%
Serious School Behavior Problems	38%	38%	36%	41%	40%	43%	44%	41%
Not Assessed								

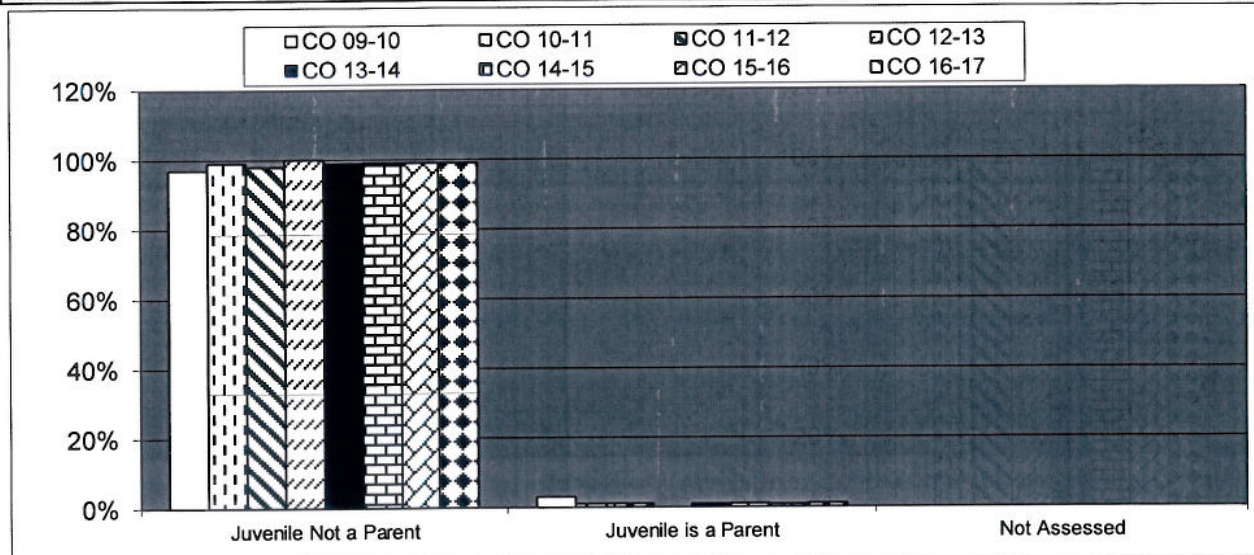
**Y2 Observations:**



Y4 - Substance Abuse	CO 09-10	CO 10-11	CO 11-12	CO 12-13	CO 13-14	CO 14-15	CO 15-16	CO 16-17
No Known Substance Abuse	62%	64%	63%	61%	60%	71%	73%	74%
Some Abuse Assessment	19%	20%	18%	24%	24%	17%	18%	19%
Some Abuse Treatment	19%	17%	18%	16%	16%	12%	9%	7%
Not Assessed								



Y5 - Juvenile Parental Status	CO 09-10	CO 10-11	CO 11-12	CO 12-13	CO 13-14	CO 14-15	CO 15-16	CO 16-17
Juvenile Not a Parent	97%	99%	98%	100%	99%	99%	99%	99%
Juvenile is a Parent	3%	1%	1%	0%	1%	1%	1%	1%
Not Assessed								



Y5 Observations:



Bar chart showing the percentage of respondents by age group for three categories: No Mental Health Needs Noted, Mental Health Needs Addressed, and Needs More Mental Health Assessment. The y-axis ranges from 0% to 60%.

Legend:

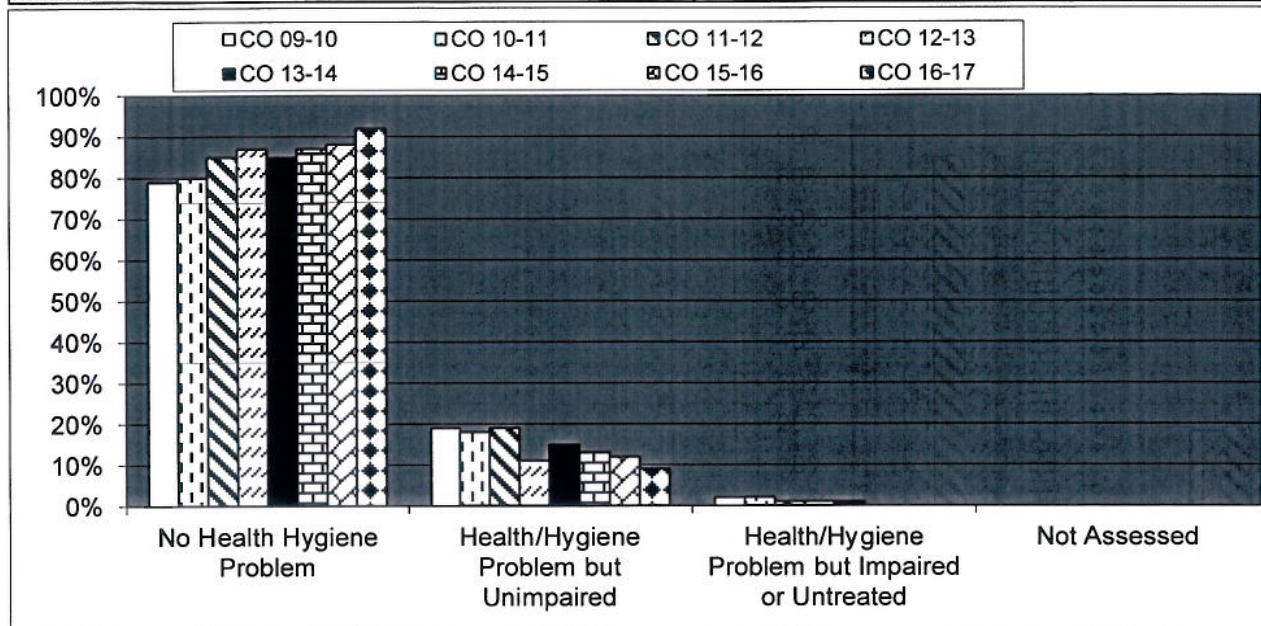
- CO 09-10 (White)
- CO 10-11 (Vertical lines)
- CO 11-12 (Diagonal lines)
- CO 12-13 (Horizontal lines)
- CO 13-14 (Solid black)
- CO 14-15 (Cross-hatch)
- CO 15-16 (Diagonal lines)
- CO 16-17 (Checkered)

Category	CO 09-10	CO 10-11	CO 11-12	CO 12-13	CO 13-14	CO 14-15	CO 15-16	CO 16-17
No Mental Health Needs Noted	28%	22%	20%	26%	22%	26%	28%	32%
Mental Health Needs Addressed	43%	37%	33%	39%	43%	41%	42%	42%
Needs More Mental Health Assessment	28%	41%	48%	35%	35%	33%	29%	26%

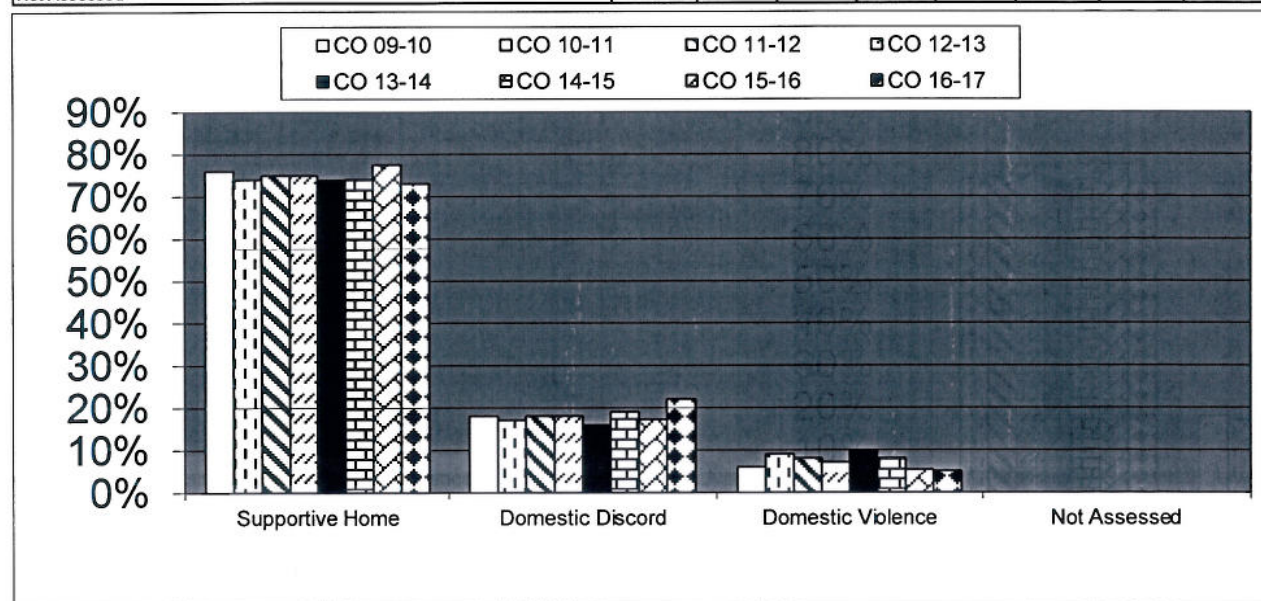
Bar chart showing the percentage of children in various living arrangements by cohort year. The Y-axis represents the percentage (0% to 100%). The X-axis categories are: Living with Parent & Needs Met, Temporary Residence & Needs Met, Living with Parent & Needs Unmet, Living Independently, and Not Assessed. The legend indicates the cohort years for each bar pattern.

Cohort Year	Living with Parent & Needs Met	Temporary Residence & Needs Met	Living with Parent & Needs Unmet	Living Independently	Not Assessed
CO 09-10	~83%	~16%	~0%	~0%	~0%
CO 10-11	~82%	~17%	~0%	~0%	~0%
CO 11-12	~85%	~14%	~0%	~0%	~0%
CO 12-13	~85%	~13%	~0%	~0%	~0%
CO 13-14	~85%	~14%	~0%	~0%	~0%
CO 14-15	~88%	~10%	~0%	~0%	~0%
CO 15-16	~88%	~10%	~0%	~0%	~0%
CO 16-17	~93%	~6%	~0%	~0%	~0%

Y10 - Health/Hygiene	CO 09-10	CO 10-11	CO 11-12	CO 12-13	CO 13-14	CO 14-15	CO 15-16	CO 16-17
No Health Hygiene Problem	79%	80%	85%	87%	85%	87%	88%	92%
Health/Hygiene Problem but Unimpaired	19%	18%	19%	11%	15%	13%	12%	9%
Health/Hygiene Problem but Impaired or Untreated	2%	2%	1%	1%	1%	0%	0%	0%
Not Assessed								



F1 - Conflict in the Home	CO 09-10	CO 10-11	CO 11-12	CO 12-13	CO 13-14	CO 14-15	CO 15-16	CO 16-17
Supportive Home	76%	74%	75%	75%	74%	74%	78%	73%
Domestic Discord	18%	17%	18%	18%	16%	19%	17%	22%
Domestic Violence	6%	9%	8%	7%	10%	8%	5%	5%
Not Assessed								







**COMPLAINTS RECEIVED BY COUNTY: FY 13-14 TO FY 16-17**

County	FY 13-14			FY 14-15			FY 15-16			FY 16-17		
	Not School- Based	School- Based	FY 13-14 Total	Not School- Based	School- Based	FY 14-15 Total	Not School- Based	School- Based	FY 15-16 Total	Not School- Based	School- Based	FY 16-17 Total
STATE	17,527	14,094	31,621	16,751	13,666	30,417	16,456	12,584	29,040	16,192	11,300	27,492
Bladen	33	15	48	36	15	51	15	10	25	10	14	24
Brunswick	171	226	397	170	383	553	133	371	504	166	149	315
Columbus	45	89	134	95	126	221	34	66	100	42	69	111
Cumberland	791	821	1,612	613	366	979	605	332	937	870	520	1,390
Harnett	303	264	567	146	349	495	205	233	438	149	202	351
Hoke	93	118	211	117	132	249	99	107	206	46	57	103
Lee	66	276	342	93	283	376	68	338	406	41	247	288
Robeson	289	312	601	212	346	558	315	420	735	247	192	439
Scotland	130	62	192	77	62	139	91	144	235	42	59	101

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

County	FY 13-14	FY 14-15	FY 15-16	FY 16-17
STATE	45%	45%	43%	41%
Bladen	31%	29%	40%	58%
Brunswick	57%	69%	74%	47%
Columbus	66%	57%	66%	62%
Cumberland	51%	37%	35%	37%
Harnett	47%	71%	53%	58%
Hoke	56%	53%	52%	55%
Lee	81%	75%	83%	86%
Robeson	52%	62%	57%	44%
Scotland	32%	45%	61%	58%

JCPC YOUTH SERVED FY 16-17 BY PROGRAM COUNTY, COURT INVOLVEMENT STATUS AT ADMISSION AND RISK LEVEL

County	Non Court Involved					Court Involved					Court		STATE TOTAL*
	RI1 (0)	RI2 (1-2)	RI3 (3-5)	RI4 (6-12)	RI5 (13-30)	RI1 (0)	RI2 (1-2)	RI3 (3-5)	RI4 (6-12)	RI5 (13-30)	Total	Total	
Bladen	0	4	29	15	0	48	2	2	15	13	4	36	84
Brunswick	1	38	45	7	0	93	3	17	55	22	8	105	198
Columbus	74	81	120	74	3	352	12	27	71	83	29	222	574
Cumberland	6	18	6	6	0	36	2	9	26	49	12	98	134
Harnett	1	9	14	7	0	31	1	2	5	6	2	16	47
Hoke	0	3	14	5	0	22	0	12	12	31	24	79	101
Lee	28	53	173	41	1	296	0	4	12	24	11	51	347
Robeson	2	16	1	0	0	19	1	11	14	16	1	43	62
Scotland	2	16	1	0	0	19	1	11	14	16	1	43	62
Total	1,488	3,474	3,660	1,669	85	10,376	381	1,521	3,918	3,812	1,273	10,905	21,281

\*21 records were missing risk score data

JCPC YOUTH SERVED FY 16-17 BY PROGRAM COUNTY, COURT INVOLVEMENT STATUS AT ADMISSION AND RISK LEVEL

County	Non Court Involved					Court Involved					Court		STATE TOTAL*
	RI1 (0)	RI2 (1-2)	RI3 (3-5)	RI4 (6-12)	RI5 (13-30)	RI1 (0)	RI2 (1-2)	RI3 (3-5)	RI4 (6-12)	RI5 (13-30)	Total	Total	
Bladen	0%	8%	60%	31%	0%	6%	6%	42%	31%	0%	100%	100%	84
Brunswick	1%	48%	42%	8%	1%	5%	30%	38%	25%	2%	100%	100%	198
Columbus	21%	23%	34%	21%	1%	5%	16%	52%	21%	8%	100%	100%	574
Cumberland	17%	50%	17%	17%	0%	2%	9%	27%	50%	12%	100%	100%	134
Harnett	3%	29%	45%	23%	0%	6%	13%	31%	38%	13%	100%	100%	47
Hoke	0%	14%	64%	23%	0%	0%	15%	15%	39%	30%	100%	100%	101
Lee	9%	18%	58%	14%	0%	0%	8%	24%	47%	22%	100%	100%	347
Robeson	11%	84%	5%	0%	0%	3%	26%	33%	37%	2%	100%	100%	62
Scotland	14%	33%	35%	16%	1%	3%	14%	36%	35%	12%	100%	100%	62
Total	0%	8%	60%	31%	0%	6%	6%	42%	31%	0%	100%	100%	21,281

COUNTY	JUVENILES									
	JUVENILES AT INTAKE	JUVENILES PUT ON PLAN CONTRACT	JUVENILES APPROVED FOR COURT	JUVENILES ADJUDICATE D	PUT ON PROTECT SUPERVISION	JUVENILES PUT ON PROBATION	DETENTION ADMISSIONS	JUVENILES COMMITTE D	JUVENILES PUT ON PRS	
Bladen	12	4	8	4	0	7	3	0	2	2
Brunswick	136	48	51	35	2	20	26	1	2	2
Columbus	48	32	11	12	0	13	12	1	2	2
Cumberland	570	100	238	147	0	128	197	14	21	21
Harnett	181	76	73	59	6	51	15	3	2	2
Hoke	63	14	18	14	0	8	6	1	1	1
Lee	163	50	38	28	5	21	6	0	0	0
Robeson	214	49	101	63	16	48	37	2	1	1
Scotland	51	11	31	17	2	18	11	0	0	0

County	6	7	8	9	10	11	12	13	14	15	16	17	6 to 15	6 to 17	10 to 17
Bladen	385	398	409	468	475	446	451	428	437	426	476	459	4,323	5,258	3,598
Brunswick	1,175	1,282	1,308	1,303	1,321	1,305	1,253	1,246	1,285	1,269	1,289	1,260	12,747	15,296	10,228
Columbus	654	675	702	665	713	704	710	729	725	797	779	770	7,074	8,623	5,927
Cumberland	5,333	5,034	4,917	4,744	4,595	4,361	4,268	4,201	4,229	4,352	4,432	4,273	46,034	54,739	34,711
Harnett	1,896	2,033	2,051	2,109	2,074	2,011	1,990	1,956	1,948	1,941	1,959	1,902	20,009	23,870	15,781
Hoke	1,012	947	946	960	917	899	834	833	807	835	823	810	8,990	10,623	6,758
Lee	854	867	846	898	851	797	834	776	807	787	859	845	8,317	10,021	6,556
Robeson	1,872	1,801	1,934	1,945	1,880	1,841	1,751	1,756	1,865	1,957	1,988	1,991	18,602	22,581	15,029
Scotland	469	478	498	512	501	458	466	445	430	459	494	504	4,716	5,714	3,757

Table C6. Total Number of Acts for Individual Schools in each LEA, 2015-16

SCHOOL CODE	SCHOOL NAME	ACTS																TOTAL # OF ACTS COMMITTED	ADM	TOTAL # OF ACTS PER 1000 STUDENTS	
		AR	AW	AP	BT	BS	D	K	PA	PS	PF	PW	R	RW	SA	SO	DI				
90368	West Bladen High	0	0	1	0	0	0	0	0	3	0	0	0	0	0	0	0	4	784	5.10	
1100	Brunswick County Schools	0	0	2	0	0	0	0	0	9	37	0	25	0	0	0	0	73	12,369	5.90	
1100302	Belville Elementary	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	798	2.51	
1100304	Bolivia Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	466	0.00	
1100307	Brunswick County Early College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	311	0.00	
1100308	Brunswick County Academy	0	0	0	0	0	0	0	0	1	4	0	1	0	0	0	0	6	146	41.10	
1100309	Cedar Grove Middle	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	479	4.18	
1100310	Jessie Mae Monroe Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	453	0.00	
1100316	Leland Middle	0	0	0	0	0	0	0	0	2	0	4	0	0	0	0	0	6	771	7.78	
1100320	Lincoln Elementary	0	0	2	0	0	0	0	0	1	0	2	0	0	0	0	0	5	594	8.42	
1100326	North Brunswick High	0	0	0	0	0	0	0	0	1	7	0	1	0	0	0	0	9	1,033	8.71	
1100332	Shallotte Middle	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	644	3.11	
1100334	South Brunswick High	0	0	0	0	0	0	0	0	3	4	0	1	0	0	0	0	8	1,096	7.30	
1100335	South Brunswick Middle	0	0	0	0	0	0	0	0	0	10	0	4	0	0	0	0	14	729	19.20	
1100336	Southport Elementary	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	586	1.71	
1100338	Supply Elementary	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	668	2.99	
1100339	Town Creek Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	555	0.00	
1100340	Union Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	594	0.00	
1100342	Virginia Williamson Elem	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	570	0.00	
1100344	Waccamaw	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	530	1.89	
1100348	West Brunswick High	0	0	0	0	0	0	0	0	4	8	0	3	0	0	0	0	15	1,346	11.14	
110	Buncombe County Schools	0	0	4	0	0	0	0	0	41	119	1	52	0	0	0	0	217	24,305	8.93	
110303	Community High School	0	0	0	0	0	0	0	0	2	12	0	2	0	0	0	0	16	132	121.21	
110304	Reynolds High	0	0	0	0	0	0	0	1	14	1	2	0	0	0	0	0	18	1,279	14.07	
110306	Reynolds Middle	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	519	1.93	
110308	Barnardville Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	154	0.00	
110318	Black Mountain Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	210	0.00	
110320	Black Mountain Primary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	426	0.00	
110322	Early College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	268	0.00	
110323	Middle College	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	54	37.04	
110324	Candler Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	548	0.00	
110326	Cane Creek Middle	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	2	612	3.27	
110332	Bell Elementary	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	278	3.60	
110336	Owen High	0	0	1	0	0	0	0	0	0	6	0	4	0	0	0	0	11	757	14.53	
110338	Owen Middle	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	546	1.83	
110340	Erwin High	0	0	0	0	0	0	0	0	11	32	0	7	0	0	0	0	50	1,262	39.62	
110342	Erwin Middle	0	0	0	0	0	0	0	0	1	3	0	1	0	0	0	0	5	772	6.48	
110348	Emma Elementary	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	381	2.63	
110352	Enka High	0	0	0	0	0	0	0	0	3	9	0	15	0	0	0	0	27	1,161	23.26	
110356	Fairview Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	671	0.00	
PW- Possession of a weapon		AW- Assault involving use of a weapon																R- Rape		D- Death by other than natural causes	
PS- Possession of controlled substance		SO- Sexual Offense																K- Kidnapping		BT- Bomb Threat	
PA- Possession of alcoholic beverage		PF- Possession of firearm																RW- Robbery with a dangerous weapon		BS- Burning of school building	
AR- Assault on school personnel		RM- Taking indecent liberties with a minor																			
AB- Assault resulting in serious injury																					
SA- Sexual Assault																					

# RACIAL EQUITY REPORT CARD

PRODUCED BY YOUTH JUSTICE PROJECT

## Brunswick County Schools

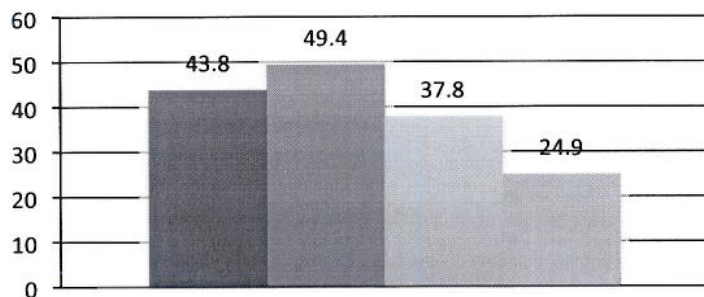


Brunswick County, North Carolina

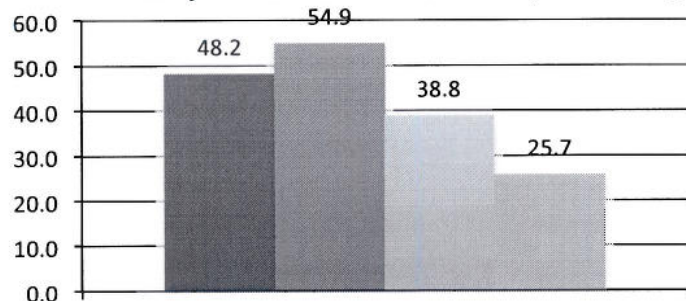
### ACADEMIC ACHIEVEMENT

**% of Students Grade 3-8 "College and Career Ready" on End-of-Grade Exams (2014-2015)**

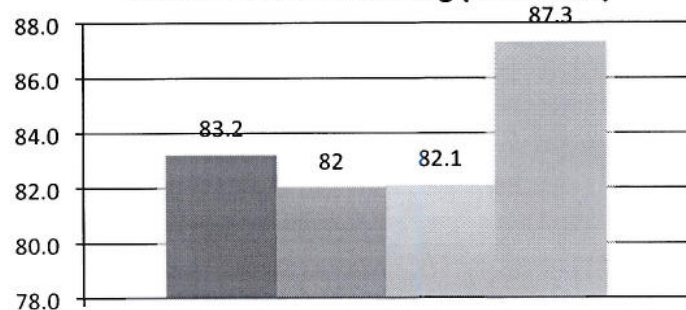
Overall White Hispanic Black



**% of High School Students "College and Career Ready" on End-of-Course Exams (2014-2015)**

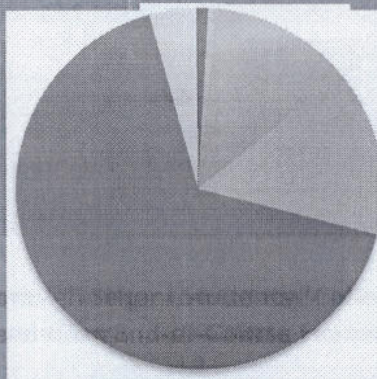


**% of Students Who Graduate High School Within 4 Years of Entering (2014-2015)**



### School District Demographics

2015-2016



- American Indian (.9%)
- Asian (.7%)
- Hispanic (12.5%)
- Black (15%)
- White (66.7%)
- Multi-Racial (4.2%)
- Pacific Islander (.1%)

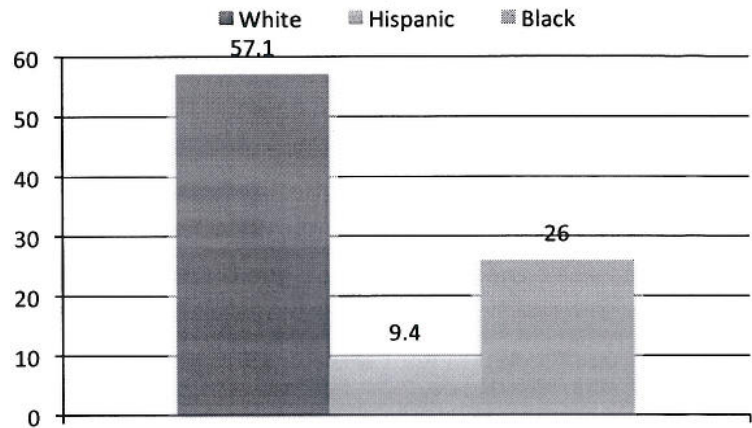
Total District Population:  
**12,332**

## 2014-2015 DISTRICT OVERVIEW

In-School Suspensions	3,057
Short-Term Suspensions (STS) (1-10 school days)	2,242
High School STS Rate (Per 100 Students)	28.34
Alternative Learning Program Placements	39
Long-Term Suspensions (more than 10 days)	12
Expulsions (indefinite)	0

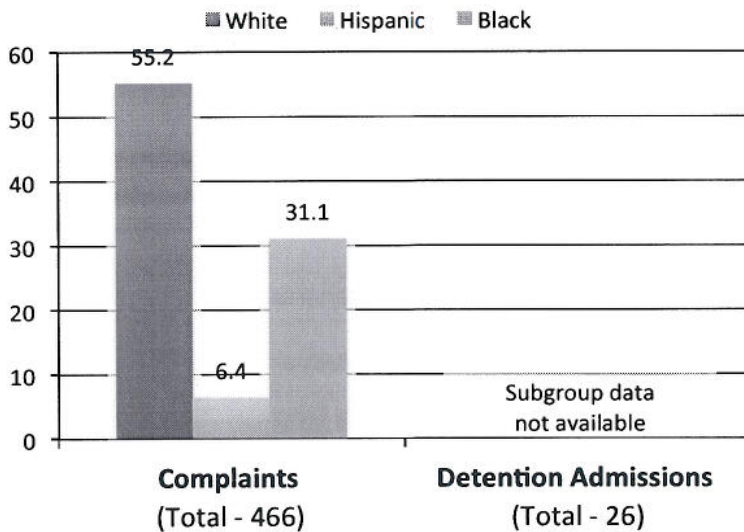
## SCHOOL DISCIPLINE

% of Short-Term Suspensions (2014-2015)



## COURT INVOLVEMENT

% of Juvenile Court Complaints and Detention Admissions in County (CY 2015)\*



\*This only includes juveniles who are under 16 years old. Data on arrests and detention for youth who are 16 and older is not available since North Carolina automatically sends these youth to the adult court system.

## ABOUT THE REPORT CARDS

The **Racial Equity Report Cards** use publicly available data to provide a snapshot of the racial disparities that exist in a community's public education and juvenile justice systems.

While not exhaustive, the information in the Report Cards is intended to help communities identify racial disparities in their youth-serving institutions so they can begin to determine the causes and develop solutions that address racial inequity.

### Want to see how your community compares?

To compare your community with other districts and counties, view data sources, and access racial equity resources, visit [youthjusticenc.org/learn/racial-equity-report-cards/](http://youthjusticenc.org/learn/racial-equity-report-cards/).

**Youth Justice Project** of the Southern Coalition for Social Justice works to ensure equity, fairness, and justice for youth in high-quality education, juvenile, and criminal systems.

For more information, visit us at [youthjusticenc.org](http://youthjusticenc.org).

## Juvenile Crime Prevention Council Funding Decisions Summary

Program Funded	Reason for Funding (Check all that apply)
Providence Home	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Has evaluation
GGC/STEP	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Has evaluation
Teen Court	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Has evaluation
Restitution	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Has evaluation
Coastal A.R.T.	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Has evaluation
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Has evaluation
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	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Has evaluation

## Juvenile Crime Prevention Council Funding Decisions Summary

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

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

**Brunswick County Juvenile Crime Prevention Council  
Request for Proposal for FY 2018-2019**

**\$176,737**  
Anticipated County Allocation

**20%**  
Required Local Match Rate

**February 1, 2018**  
Date Advertised

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 2018-2019** beginning on, or after, July 1, 2018. 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:**

Teen Court	Restitution/Community Service
Parent/Family Skill Building	Temporary Shelter Care
Interpersonal Skill Building	

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

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

Amy Horgan, JCPC Chair  
JCPC Chairperson or Designee

at

910-253-2040  
Telephone #

**In order to apply for FY 2017-2018 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, Ronald Tillman at 919-323-6845.

Deadline for Application is: March 5, 2018 by 5:00 P.M.

Mail or deliver Christina Kennedy; Brunswick County Finance Department

applications to: PO 249

Bolivia, NC 28422

Number of original copies to submit: 5

Telephone: 910-253-2040

# FY 2017-2018 Program Enhancement Plan

Brunswick County Coastal Aggression Replacement Training (ART) (GROUP 3-Social Skills Training-16 wks/24 target hours)-EBP Exception

Program:

Brief


Description:

Coastal Horizon's Aggression Replacement Training Program 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.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	15 5	NA	None. Program received the full score a Social Skills service can obtain.	N/A	No consideration for changing primary service.
Quality of Service Delivery	19	Category B: Staff Training (3)	Documented evidence of a systematic training plan which has specified minimum annual training hours. Plan includes an individualized annual training plan for each position with training goals and objective related to service provided and delivery of interventions to youth and families.	Program Manager/Program Facilitator	Work to ensure proper training certificates are in each personnel file, that they continue to receive updated training
Amount of Service:	10	N/A	NONE. This cannot be change due to using an evidence based curriculum.	N/A	
Duration and Contact Hours	0	Contact Hours/Duration	(0 points)-Work with school and students to identify additional group time in order to meet the 24 hour requirement for EBP hours-social skills training program.	Program Facilitator	
Risk Level of Youth	5 0	N/A	Unable to change at this time	N/A	NOTE: At-Risk/Low Risk youth are referred and served by the program.
Total SPEP Score	54	Program scored 54 for a total SPEP and a Program Optimization Percentage (POP) score of 64% (54 out of a possible 85 points)/GROUP 3.			

This Plan is approved by:

 11/16/17  
Program Manager Name & Signature Date

 11/16/17  
JCPC Chair Name & Signature Date

# FY 16-17 EBP Exception

## Standardized Program Evaluation Protocol

County

**Brunswick**

Total Number of Qualifying Terminations

**50**

Program Name

Coastal ART

Component Name

Coastal ART

SPEP Primary Service

Social Skills Training

Group 1 - 5 points      Group 2 - 10 pts

Group 3 - 15 points      Group 4 - 25 pts      Group 5 - 30 points

Primary Service Points

**15**

SPEP Supplemental Service

None

Qualifying Supplemental - 5 points

None - 0 points

Supplemental Service Points

**5**

Quality Points taken from the QOS worksheet

**19**

Duration - Percentage of youth with Target Weeks Met

**96%**

0% (0 pts)      60% (6 pts)

20% (2 pts)      80% (8 pts)

40% (4 pts)      90% (10 pts)

Duration - Target Weeks total Points

**10**

Contact Hours - Percentage of youth with Target Hours

**0%**

0% (0 pts)      60% (6 pts)

20% (2 pts)      80% (8 pts)

40% (4 pts)      90% (10 pts)

Target Hours Total Points

**0**

Risk Tier 1 Points

**5**

Based on % of youth with med or high risk scores

0% (0 pts)      75% (7 pts)

30% (2 pts)      85% (10 pts)

50% (5 pts)      95% (12 pts)

Risk Tier 2 Points -

**0**

Based on % of youth with risk scores greater than med

0% (0 pts)      25% (8 pts)

15% (3 pts)      30% (10 pts)

20% (5 pts)      35% (13 pts)

Total Basic Score

**54**

POP Score Percentage (Basic Score/Max Score by Group)

**64%**

# FY 2017-2018 Program Enhancement Plan

Brunswick County Restitution Program -Group 2-(12 wks/60 Target hours)

Program:

The program provides direct supervision of juveniles in which juveniles are held accountable for their actions that have affected the community and/or victim(s) through supervised, assigned work. A juvenile earns credit towards payment of monetary (restitution) compensation for victims (if required) and performs work for the benefit of the community as a consequence of his offense. This program scored 37 for total base SPEP score; and which resulted in a Program Optimization Percentage (POP) Score of 46% (33 out of a possible of 80 points).

Brief Description:

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	10		No additional action	N/A	No consideration for changing Primary Service.
Quality of Service Delivery	5	We will be updating our written protocol manual. Training	1. Update Protocol Manual 2. Staff will continue to attend quarterly training with the NC Restitution Association when possible. 3. Attend 2018 state conference for training.	1. Program Coordinator 2. Program Activity Dir. 3. Off-site program director	Staff unable to attend training at the state conference in 2017 due to budget restrictions. Due to a budget adjustment in the FY16/17, there is available credit monies that may be used for the 2018 State Conference, which staff plans to attend.
Amount of Service: Duration and Contact Hours	0	Improve % of juveniles receiving optimal duration & contact hours	1. Schedule restitution for 12 weeks in all possible cases, adhering to frequency requirements in JCPC policy if possible.	Program Staff	This is out of our control. We work with our referring agents. <small>NOTE: Duration/contact hours are affected by the Juvenile Court Counselors recommendation for community service/restitution hours which may less hours and a short completion time; and high diversion/Level 1 youth in the program This is beyond the program's control.</small>
Risk Level of Youth	5	None	This category is out of our programs control. The risk levels are determined by the client's history and behavior.	N/A	
Total SPEP Score	37	Program scored 37 for a SPEP score; which resulted in a Program Optimization Percentage (POP) Score of 46% (37 out of a possible of 80 points).			

This Plan is approved by:

*[Signature]*  
Program Manager Name & Signature

Date

*[Signature]*  
JCPC Chair Name & Signature

Date

11/16/17

# Standardized Program Evaluation Protocol (SPEP) for Services to Juvenile Offenders®

Recalibrated version, 2013

County **Brunswick**  
 Total Number of Qualifying Terminations **92**  
 Program Name **Brunswick County Restitution and Community Service Program**  
 Component Name **Brunswick County Restitution Program**  
 Date Range **07/01/2016 - 06/30/2017**  
 SPEP Score Creation Time **08/25/2017 01:38 PM**

		Possible Points	Points Received
<b>SPEP Primary Service Points</b> Group 1 - 5 Points    Group 4 - 25 Points Group 2 - 10 Points    Group 5 - 30 Points Group 3 - 15 Points	Restitution / Community Service Group 2 Service	30	10
<b>SPEP Supplemental Service Points</b> Program has a qualifying supplemental service: provided - 5 points/not provided - 0 points No qualifying supplemental service – 5 automatic points	None	5	5
<b>Quality of Service Points</b>		20	12
<b>Duration Points</b> Percentage of youth with Target Weeks Met 0% (0 pts)    60% (6 pts) 20% (2 pts)    80% (8 pts) 40% (4 pts)    90% (10 pts)	Target Weeks of Service met: 19%	10	0
<b>Contact Hours Points</b> Percentage of youth with Target Hours Met 0% (0 pts)    60% (6 pts) 20% (2 pts)    80% (8 pts) 40% (4 pts)    90% (10 pts)	Target Hours of Service met: 0%	10	0
<b>Risk Tier 1 Points</b> Based on % of youth with risk scores 3-30 0% (0 pts)    75% (7 pts) 30% (2 pts)    85% (10 pts) 50% (5 pts)    95% (12 pts)	Risk Tier 1: 58%	12	5
<b>Risk Tier 2 Points</b> Based on % of youth with risk scores 6-30 0% (0 pts)    25% (8 pts) 15% (3 pts)    30% (10 pts) 20% (5 pts)    35% (13 pts)	Risk Tier 2: 23%	13	5
<b>Total SPEP Score</b>		100	37
<b>POP Score Percentage (Basic Score/Max Score by Group)</b>		80	46%

# FY 2017-18 Program Enhancement Plan

## Brunswick County Strengthening Families ages 10-14 (GROUP 3: 16 wks-24 target hours)-EBP-Exception

Program:

Brief  
Description:

The Strengthening Families Program is an evidence-based parenting skills, children life skills, and family life skills training program specifically designed for high-risk families. This interactive skill building program utilizes family meetings, goal setting, stress management, resisting peer pressure and other techniques to decrease family conflict and substance use. **NOTE: The SPEP parameters for social skills training service type@16 target wks/24 target hours; however, the Strengthening Families Model requires 7 target wks/17.5 target hours and as a result has an EBP Exception.**

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service	15	N/A	N/A	N/A	N/A
Supplemental Services	5	N/A	N/A	N/A	N/A
Quality of Service Delivery	20	N/A	N/A	N/A	N/A
Amount of Service: Duration and Contact Hours	8 2	Meet EBP duration and contact hours	Duration of program does not match SPEP parameters. Erin has contacted the Department and has received an EBP exception for allowance of (7)-2.5-hour program sessions + (1) 2.5-hour introductions session totaling 20 contact hours.	Erin State Office	Strengthening Families 10-14, an Evidence-Based Program, only requires (7) 2.5 hour sessions
Risk Level of Youth	2 0	Out of program control	None at this time	N/A	Prevention Program serving lower risk Youth
Total SPEP Score	52	The program scored 52 for total SPEP score and a Program Optimization Percentage (POP) Score of 61% (52 out of a possible of 85 points).			

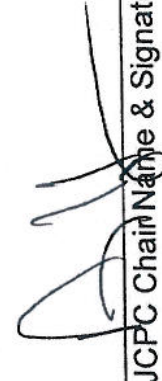
This Plan is approved by:



Program Manager Name & Signature

11.16.17

Date



JCPC Chair Name & Signature

11/14/17

Date

*FY 16-17 EBP Exception*

Standardized Program Evaluation Protocol

County

**Brunswick**

Total Number of Qualifying Terminations

**27**

Program Name

Strengthening Families

Component Name

Strengthening Families 10-14

SPEP Primary Service

Social Skills Training

Group 1 - 5 points      Group 2 - 10 pts

Group 3 - 15 points      Group 4 - 25 pts      Group 5 - 30 points

Primary Service Points

**15**

SPEP Supplemental Service

None

Qualifying Supplemental - 5 points

None - 0 points

Supplemental Service Points

**5**

Quality Points taken from the QOS worksheet

**20**

Duration - Percentage of youth with Target Weeks Met

**85%**

0% (0 pts)      60% (6 pts)

20% (2 pts)      80% (8 pts)

40% (4 pts)      90% (10 pts)

Duration - Target Weeks total Points

**8**

Contact Hours - Percentage of youth with Target Hours

**33%**

0% (0 pts)      60% (6 pts)

20% (2 pts)      80% (8 pts)

40% (4 pts)      90% (10 pts)

Target Hours Total Points

**2**

Risk Tier 1 Points

**2**

Based on % of youth with med or high risk scores

0% (0 pts)      75% (7 pts)

30% (2 pts)      85% (10 pts)

50% (5 pts)      95% (12 pts)

Risk Tier 2 Points -

**0**

Based on % of youth with risk scores greater than med

0% (0 pts)      25% (8 pts)

15% (3 pts)      30% (10 pts)

20% (5 pts)      35% (13 pts)

Total Basic Score

**52**

POP Score Percentage (Basic Score/Max Score by Group)

**61%**

## FY 18-19 Brunswick County RPF JCPC Program Description

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21389	<p><b>NAME OF COMPONENT:</b> Brunswick County Restitution Program</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21358	<p><b>NAME OF COMPONENT:</b> Coastal ART</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21610	<p><b>NAME OF COMPONENT:</b> Guiding Good Choices (GGC) &amp; Systematic Training for Effective Parenting (STEP)</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21390	<p><b>NAME OF COMPONENT:</b> Providence Home</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>

## FY 18-19 Brunswick County RPF JCPC Program Description

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21193	<p><b>NAME OF COMPONENT:</b> Teen Court 13th District</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>



**NC Department of Public Safety**  
**Juvenile Crime Prevention Council Certification**

Fiscal Year: 2018-2019

County: **Brunswick**

Date: **April 19, 2018**

**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?

Substance Abuse Professional, County Commissioner Appointee, and two persons under age 18. In the process of getting a County Commissioner Appointee and a Substance Abuse Professional approved. The two persons under age 18 have been hard to fill due to conflicts in schedules.

**STANDARD #2 - Organization**

- |  |     |
|--|-----|
| A. Does the JCPC have written Bylaws?  | Yes |
| B. Bylaws are <input checked="" type="checkbox"/> attached or <input type="checkbox"/> 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 <input type="checkbox"/> attached or <input checked="" type="checkbox"/> 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 |

## Juvenile Crime Prevention Council Certification (cont'd)

### 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 is currently looking for new strategies to actively recruit for these vacant positions on the JCPC Board. The goal is to have these positions filled no later than October 31, 2018.

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, 2018.**

### JCPC Administrative Funds SOURCES OF REVENUE

#### DPS JCPC

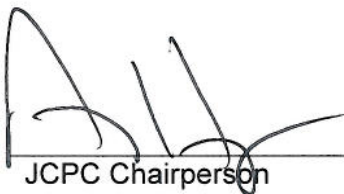
Only list requested funds for  
JCPC Administrative Budget.

\$6,500

**Local**

**Other**

**Total**



JCPC Chairperson

4/19/2018  
Date

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
DPS Designated Official

\_\_\_\_\_  
Date

## **Corrective Action Plan**

### **Brunswick County FY 18-19 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 17-18. The following positions are not filled at this time which are:
  1. Substance Abuse Professional
  2. County Commissioner Appointee
  3. Two persons under the age of 18

**Corrective Action:** The membership committee is currently looking for new strategies to actively recruit for these vacant positions on the JCPC Board. The goal is to have these positions filled no later than **October 31, 2018**.

# Juvenile Crime Prevention Council Certification (cont'd)

**Brunswick**

**County**

**FY 2018-2019**

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	<input checked="" type="checkbox"/>	W	F
2) Chief of Police	Brad Shirley	Chief of Police	<input type="checkbox"/>	W	M
3) Local Sheriff or designee	T K Nowell	Sergeant	<input checked="" type="checkbox"/>	W	F
4) District Attorney or designee	Jamie Duesing	Teen Court Director	<input checked="" type="checkbox"/>	W	F
5) Chief Court Counselor or designee	Lance Britt	Chief Court Counselor	<input type="checkbox"/>	W	M
6) Director, AMH/DD/SA, or designee	Amy Horgan	System of Care Coordinator	<input checked="" type="checkbox"/>	W	F
7) Director DSS or designee	Catherine Lytch, Valerie Price	DSS Director	<input checked="" type="checkbox"/>	W	F
8) County Manager or designee	Rich Ohmer	Social Work Program Manager	<input checked="" type="checkbox"/>	W	M
9) Substance Abuse Professional			<input type="checkbox"/>		
10) Member of Faith Community	Rudy Ramphal	Pastor	<input type="checkbox"/>	I	M
11) County Commissioner	Mike Forte	County Commissioner District 4	<input type="checkbox"/>	W	M
12) Two Persons under age 18 (State Youth Council Representative, if available)			<input type="checkbox"/>		
			<input type="checkbox"/>		
13) Juvenile Defense Attorney	Gina Essey	Attorney	<input type="checkbox"/>	W	F
14) Chief District Judge or designee	Scott Ussery	Chief District Judge	<input type="checkbox"/>	W	M
15) Member of Business Community	Victoria Bellamy	Marketing Associate	<input type="checkbox"/>	W	F
16) Local Health Director or designee	David Stanley, Allison Campell	Health Services Health Educator	<input checked="" type="checkbox"/>	W	F
17) Rep. United Way/other non-profit	Resea Willis	President	<input type="checkbox"/>	B	F
18) Representative/Parks and Rec.	Melinda Johnson	Marketing and Community Events Coordinator	<input type="checkbox"/>	W	F
19) County Commissioner appointee	Erin Rutkowski	School Social Worker	<input type="checkbox"/>	W	F

### Juvenile Crime Prevention Council Certification (cont'd)

<del>20) County Commissioner appointee</del>	<del>Bonnie Jordan</del>	<del>Executive Director</del>	<del><input type="checkbox"/></del>	<del>W</del>	<del>F</del>
21) County Commissioner appointee	Sharon Flucker	Behavior Specialist	<input type="checkbox"/>	W	F
22) County Commissioner appointee	John Manning	Retired	<input type="checkbox"/>	W	M
23) County Commissioner appointee	Maxine Elliott	President	<input type="checkbox"/>	W	F
24) County Commissioner appointee	Daphne Green	Social Work Program Administrator	<input type="checkbox"/>	W	F
25) County Commissioner appointee			<input type="checkbox"/>		

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 18-19
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	\$775	
260	Office Supplies & Materials	\$300	
290	Other Supplies & Materials	\$100	
370	JCPC Advertisement for the Annual JCPC Request for Proposal	\$775	
390	Training & Conference Expense, Miscellaneous Expense	\$50	
<b>TOTAL</b>		<b>\$6,500</b>	

Job Title	Annual Expense Wages	Annual In Kind Wages
<b>TOTAL</b>		

**SECTION VII****Program: JCPC Administration****Fiscal Year: FY 18-19****Number of Months: 12**

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$4,500</b>		<b>\$4,500</b>
120 Salaries & Wages			\$0
180 Fringe Benefits			\$0
190 Professional Services*	\$4,500		\$4,500
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$1,175</b>		<b>\$1,175</b>
210 Household & Cleaning			\$0
220 Food & Provisions	\$775		\$775
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$300		\$300
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials	\$100		\$100
<b>III. Current Obligations &amp; Services</b>	<b>\$825</b>		<b>\$825</b>
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising	\$775		\$775
380 Data Processing			\$0
390 Other Services	\$50		\$50
<b>IV. Fixed Charges &amp; Other Expenses</b>			<b>\$0</b>
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
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$6,500</b>		<b>\$6,500</b>

## FY 18-19 Brunswick County JCPC Coordinator Contract for Professional Services

This Contract for Professional Services is entered into by and between Regina L. Bennett, (*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 **7/1/2018** and shall terminate **6/30/2019**. 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**


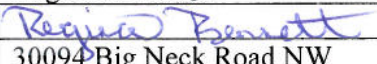
- 1. Responsible for preparing, distributing/emailing meeting agendas, meeting minutes, program reports and etc. to JCPC board members and to the Area Consultant 7 days prior to the scheduled JCPC meeting.
- 2. Responsible for preparing, distributing/emailing **sub-committee minutes/notes** to the JCPC 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 18-19 Brunswick County JCPC Coordinator Contract for Professional Services

4. Responsible for scheduling JCPC meetings times and location via emails/mailling 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:	Amy Horgan, JCPC Chair		
(Agency)	Brunswick County Juvenile Crime Prevention Council (JCPC)		
Mailing Address:	PO Box 249 Bolivia, NC 28422		
Signature:		Date:	4/19/2018
Contractor Name:	Regina L. Bennett		
(Contractor)			
Mailing Address:	30094 Big Neck Road NW Ash, NC 28420		
Signature:		Date:	4.19.18
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 Statute (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 Statute 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 31<sup>st</sup>. 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 31<sup>st</sup>. 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 31<sup>st</sup>. 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 30<sup>th</sup>.

## **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 Statutes 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**

### **July 20, 2017 Meeting Minutes**

**I. CALL TO ORDER:**

Meeting called to order by Amy Horgan. There were 13 voting members present at the meeting. Quorum was met. Members excused from the June meeting: Lance Britt, Pauline Hankins, and Sharon Flucker.

**II. PUBLIC COMMENT:**

Amy Horgan asked for any public comments. There were no public comments

**III. APPROVAL OF MINUTES:**

Rudy Ramphal made a motion to approve the June minutes. Meredith Lloyd seconded the motion. The motion passed unanimously.

**IV. PROGRAM REPORTS**

**1. Teen Court**

Bonnie Jordan reported for the month of June Teen Court had a beginning count of 13, 7 admissions, 2 successful completions, 0 terminations for an ending count of 18. YTD: 72.

**2. Providence Home**

Warren Mortley reported for the month of June Providence Home had a beginning count of 0, 2 admissions, 1 successful completions and 0 terminations for an ending count of 1. YTD: 26.

**3. Restitution**

Anita Handler reported for the month of June Restitution had a beginning count of 13, 13 admissions, 12 successful completions and 0 terminations for an ending count of 14. YTD: 109. There were 111 total programs with 188 clients for the fiscal year. There were a total of 270.5 hours of restitution hours which is equal to \$2,028.75 and 1,303 hours of community service work. The master gardeners volunteered a total of 306 hours at \$23.70 per hour. The in-kind value was \$13,911.21.

**4. Strengthening Families**

Erin Ditta stated for the month of June Strengthening Families had a beginning count of 16, 0 admissions, 15 successful completions, 1 terminations for an ending count of 0. YTD: 29.

**5. Coastal Art**

Kristina Clemmons reported for the month of June Coastal ART had a beginning count of 5, 0 admissions, 5 successful completions, 0 terminations for an ending count of 0. YTD: 53. They will start up again in September.

**V. COMMITTEE REPORTS:**

**1. Membership Committee:**

Meredith Lloyd advised there were several vacancies – 2 youth members, a substance abuse professional and a chief of police/designee. By-laws were reviewed related to removal from the Board for poor attendance. A clarification needs to be made in the By-laws in regards to removal for poor attendance.

**2. Public Relations:**

No report.

**3. By-Laws:**

No report.

**4. Monitoring:**

No report.

**5. Funding:**

No report.

**6. Community Needs:**

No report.

**VI. TREASURER'S REPORT:**

Melinda Johnson reported that they were waiting on the budget to be approved.

**VII. UPDATES FROM DJJ:**

No report.

**VIII. UPDATES FROM TRILLIUM:**

Amy Horgan reported that Columbus County was pushing to join Trillium. Nash County's official start date is August 1. Starting at the next meeting, Amy will also be reporting on updates from Tri-County.

**IX. COMMENTS FROM CHAIR:**

Amy Horgan asked if all voting members would sign and turn in the Conflict of Interest forms. Amy advised all members that it is up to them to keep the information updated throughout the year. It was explained that designee names must be approved by the Board of County Commissioners in order to be a voting member.

**X. COMMENTS FROM CONSULTANT:**

Ronald Tillman was unable to attend but sent the following in an email:

**FY 16-17 Final Accounting**-The department will be emailing instructions regarding the JCPC Programs/JCPC Administrative final accounting. Brunswick County has been selected to be one of ten pilot counties for electronic submission of the Final Accounting for FY 16-17. The instructions will be sent out from the Central Area Office.

**FY 16-17 End of the Year Measureable Objective Reports**-JCPC Programs should email their end of the year (12 months) Measureable Objective reports to the Central Area Office no later than July 31<sup>st</sup>. JCPC Program Providers should also be presenting their results to the JCPC in their monthly program update reporting.

**FY 17-18 Program Agreement Approval**-All program agreements for Brunswick County, except the Teen Court Program has been approved by the NCDPS. JCPC Funds were released to the County Finance Office for July. NOTE: Working with Teen court Program on uploading the required documents.

**FY 17-18-JCPC Member Conflict Of Interest Disclosure Statement**-Reminder to have all JCPC members to sign the annual Conflict of Interest Disclosure Statement and leave with the JCPC Chair.

**Juvenile Justice Reinvestment Act**-(HB280/SB 257)

- Has passed in both the House (HB280) and Senate (SB 257) with the senate bill being the final approved version of the legislation.
- Highlights-includes increasing the juvenile justice age for 16 & 17 (NOTE: See the SB 257 with specifics)

**XI. ADJOURN:**

The August meeting was discussed as to whether or not to have a meeting. A motion was made by Mike Forte to cancel the August 17 meeting. Meredith Lloyd seconded the motion. The motion passed unanimously. Christina Kennedy advised that Final Accounting was due by August 15. Motion was made by Meredith Lloyd to adjourn and seconded by Mike Forte. The motion passed unanimously.

**Next JCPC meeting is September 21, 2017 at 1:00pm. The meeting will be in the David Sandifer Building second floor conference room.**

## **Brunswick County Juvenile Crime Prevention Council**

### **September 21, 2017 Meeting Minutes**

#### **I. CALL TO ORDER:**

Meeting called to order by Amy Horgan. There were 18 voting members present at the meeting. Quorum was met. Members excused from the June meeting: Rudy Ramphal and Bud Thorsen. Introductions were made by all present.

#### **II. PUBLIC COMMENT:**

Amy Horgan asked for any public comments. There were no public comments

#### **III. APPROVAL OF MINUTES:**

Meredith Lloyd made a motion to approve the July minutes. Melinda Johnson seconded the motion. The motion passed unanimously.

#### **IV. PROGRAM REPORTS**

##### **1. Teen Court**

Jamie Duesing reported for the month of August Teen Court had a beginning count of 19, 4 admissions, 5 successful completions, 2 terminations for an ending count of 16. YTD: 23. Teen Court held a mock trial that included Brunswick, Bladen and Columbus County. There were 25 student trial volunteers and 25 adult trial volunteers. There will be about 10 kids attending the 50<sup>th</sup> Court of Appeals that will be held in Brunswick County. Jamie presented to the Roger Bacon Academy to recruit kids and there were 10 kids interested and 6 actually showed up. Jamie also presented to the SROs to familiarize them with what Teen Court actually does and how they can work with Teen Court. The measurable objectives FY 16-17 are: Clients will have no new adjudications for a complaint with an offense date after the admission date – goal was 90% and actual was 98.11%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan – goal was 90% and actual was 94.34%; Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation – goal was 90% and actual was 90.57%; Clients will have no new complaints with an offense date after the admission date – goal was 90% and actual was 90.57%.

##### **2. Providence Home**

Warren Mortley reported for the month of August Providence Home had a beginning count of 2, 1 admissions, 3 successful completions and 0 terminations for an ending count of 0. YTD: 3. The measurable objectives FY 16-17 are: Clients will receive crisis interventions/strategies as intended by the program design/service plan – goal was 100% and the actual was 100%; Clients will receive short term care with transition planning goal was 100% and actual was 100%; Parents/legal guardians will participate with service planning as required by licensure – goal was 80% and actual was 95.45%; Clients will participate in shelter care activities as indicated by the service plan – goal was 95% and actual was 90.91%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan – goal was 80% and actual was 86.36%.

##### **3. Restitution**

Anita Handler reported for the month of August Restitution had a beginning count of 4, 3 admissions, 4 successful completions and 3 terminations for an ending count of 0. YTD: 20. There were 3 offsite programs with 3 clients and 4 onsite programs with 12 clients. There were 12 hours of restitution hours which is equal to \$90.00 and 48 hours of community service work. The measurable objectives FY 16-17 are: Clients will have no new adjudications for a complaint with an offense date after the admission date – goal was 85% and actual was 96.77%; Clients will demonstrate accountability by actively participating in restitution/community service activities – goal was 85% and actual was 95.7%; Clients will have no new complaints with an offense date after the admission date – goal was 85% and actual was 93.55%; Clients will complete restitution or community service within the timeframe permitted by JCPC policy – goal was 85%

and actual was 91.4%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan – goal was 85% and actual was 88.17%.

4. **Strengthening Families**

Erin Ditta stated for the month of August Strengthening Families had a beginning count of 0, 0 admissions, 0 successful completions, 0 terminations for an ending count of 0. YTD: 0. Erin stated that referrals were low which is normal at the beginning of the new school year. A challenge for the prevention office is they previously did interviews to determine if the child is appropriate for the program or if they need to be referred on to treatment; however, that service is no longer free to families in Brunswick County and it is a huge need. The measurable objectives FY 16-17 are: Clients will have no adjudications for a complaint with an offense date after the admission date – goal was 70% and actual was 89.66%; 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 79.31%; Clients and families will demonstrate enhanced family functioning as a result of program services – goal was 70% and actual was 68.97%; Clients will demonstrate improvement in targeted skills identified in the individual service plan – goal was 70% and actual was 68.97%; Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan – goal was 70% and actual was 65.52%. They had an issue where a mom was arrested at the program for a stolen phone and selling drugs. A child that threatened to punch Erin was referred on to additional services. This played into account for the lower percentage rates.

**Coastal Art**

Kristina Clemmons reported for the month of August Coastal ART had a beginning count of 0, 0 admissions, 0 successful completions, 0 terminations for an ending count of 0. YTD: 0. They will start at Cedar Grove and South Brunswick the following week. The measurable objectives FY 16-17 are: 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 successfully or satisfactorily complete services as intended by the program design/service plan – goal was 75% and actual was 98.04%; Clients will have no new complaints with an offense date after the admission date – goal was 85% and actual was 98.04%; Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan – goal was 90% and actual was 98.04%; Clients will demonstrate improvement in targeted skills identified in the individual service plan – goal was 100% and actual was 98.04%.

V. **COMMITTEE REPORTS:**

1. **Membership Committee:**

Meredith Lloyd welcomed Chief Brad Shirley who fills the position of Chief of Police. There are still vacancies in the Substance Abuse Professional and the Youth Members.

2. **Public Relations:**

No report.

3. **By-Laws:**

Maxine Elliott reported that the committee needed to get together to review the by-laws.

4. **Monitoring:**

Maxine Elliott will email the committee to set up dates in January for monitoring.

5. **Funding:**

No report.

6. **Community Needs:**

No report.

VI. **TREASURER'S REPORT:**

Melinda Johnson reported that \$750 has been spent with a balance left of \$5,750.

VII. **UPDATES FROM DJJ:**

Lance Britt reported that the Raise the Age bill has passed to be effective December 1, 2019 which means 16 and 17-year-olds, except for those charged with most felonies, will go into the juvenile system. Projections are that the juvenile justice system and programs will double. This will effect the courts and the law enforcement community. Additional training will be mandated. Victim decision letters will be required. Ronald Tillman reported on the Community Stateholders Meetings that will be held in the future. Ronald reported that A – G felonies and Chapter 20 traffic violations will remain in adult court as the bill is written. There will be further discussion on the traffic

violations. All of this information is in the email that Ronald sent out in July. Ronald also discussed the JCPC allocations and the risk/needs assessment. Any questions can be directed to Ronald Tillman or Lance Britt.

**VIII. UPDATES FROM TRILLIUM:**

No report.

**IX. UPDATES FROM TRI-COUNTY:**

No report.

**X. COMMENTS FROM CHAIR:**

No report.

**XI. COMMENTS FROM CONSULTANT:**

Ronald Tillman reminded everyone that they needed to sign a Conflict of Interest form. Ronald updated on the Final Accounting and will be meeting with some of the programs.

**XII. ADJOURN:**

Amy Horgan reported on the Tri-County Community Collaborative event "Drugs Uncovered". Judge Pauline Hankins reported on the 50<sup>th</sup> Court of Appeals to be held in Brunswick County. Motion was made by Lance Britt to adjourn and seconded by Meredith Lance. The motion passed unanimously.

**Next JCPC meeting is October 19, 2017 at 1:00pm. The meeting will be in the David Sandifer Building second floor conference room.**

## **Brunswick County Juvenile Crime Prevention Council**

### **October 19, 2017 Meeting Minutes**

**I. CALL TO ORDER:**

Meeting called to order by Maxine Elliott. There were 10 voting members present at the meeting. Quorum was not met. Members excused from the June meeting: Catherine Lytch, Amy Horgan, Melinda Johnson, Rich Ohmer, Erin Rutkowski, Bonnie Jordan, Sharon Flucker and Bud Thorsen.

**II. PUBLIC COMMENT:**

Maxine Elliott asked for public comments. There were no public comments.

**III. APPROVAL OF MINUTES:**

Minutes were not approved due to a lack of quorum. September minutes will be approved at the November meeting.

**IV. PRESENTATION BY DJJ:**

Lance Britt presented information on raising the juvenile age. Lance stated that the legislature voted to raise the juvenile age from 16 to 18 effective December 2019. This will change the way different departments and different agencies work. The information Lance presented is included in the attachment titled **"Raise the Age" Is Now the Law in North Carolina.**

**V. PROGRAM REPORTS**

**1. Teen Court**

Jamie Duesing reported for the month of September Teen Court had a beginning count of 9, 3 admissions, 5 successful completions, 0 terminations for an ending count of 7. YTD: 26. There were 2 other referrals from district court. During the month, Peer Circle was held on the 19<sup>th</sup>. There were 6 kids and 5 parents at the Peer Circle. At Teen Court on the 26<sup>th</sup>, there were 42 student volunteers and 14 adult volunteers. Nine kids attended the 50<sup>th</sup> Court of Appeals on the 26<sup>th</sup>. Jamie reported that she spoke to the North Brunswick Kiwanas and the Lions Club of Southport to introduce Teen Court. There is a presentation set up for the 19<sup>th</sup> with 17 kids attending and a follow-up presentation on the 21<sup>st</sup> and 25<sup>th</sup> with 13 kids attending each for kids that want to be interns. The next Teen Court will be held on October 24<sup>th</sup> with 8 cases and 2 courtrooms.

**2. Providence Home**

No report.

**3. Restitution**

Anita Handler reported for the month of September Restitution had a beginning count of 4, 3 admissions, 4 successful completions and 0 terminations for an ending count of 3. YTD: 23. They held 1 offsite program with 2 clients. There were 4 onsite programs with 9 clients. There were 8 restitution hours for a value of \$60 and 35.5 community service hours with 1 repeat client.

**4. Strengthening Families**

Erin Ditta stated for the month of September Strengthening Families had a beginning count of 0, 0 admissions, 0 successful completions, 0 terminations for an ending count of 0. YTD: 0. The program will start that night with 7 families scheduled to attend. This session will be to complete paperwork. They need 6 more families to attend.

**5. Coastal Art**

Kristina Clemmons reported for the month of September Coastal ART had a beginning count of 0, 0 admissions, 0 successful completions, 0 terminations for an ending count of 0. YTD: 0. They are now at Cedar Grove and South Brunswick Middle. There are 14 kids at Cedar Grove and 8 kids at South Brunswick Middle.

**VI. COMMITTEE REPORTS:**

**1. Membership Committee:**

Meredith Lloyd reported that she had received requests from 2 people requesting information on joining the Board. There is a student interested but they have to insure they are qualified. There were some people interested but there was not an open position for them.

**2. Public Relations:**

No report.

**3. By-Laws:**

Maxine Elliott reported that Melinda Johnson had done some preliminary work and hopefully there will be something to report next month.

**4. Monitoring:**

Maxine Elliott reported the monitoring date has been set to Thursday, January 4<sup>th</sup> with an alternate date of January 10<sup>th</sup> for inclement weather.

**5. Funding:**

No report.

**6. Community Needs:**

No report.

**VII. TREASURER'S REPORT:**

Christina Kennedy reported that \$1,125 has been spent which is 17% of the budget.

**VIII. UPDATES FROM DJJ:**

Lance Britt stated that as numbers increase in schools and as the new wears off they tend to get more phone calls and more issues. It is starting to pick up. They are trying to help with public safety and get the kids off the wrong path onto the right path. If there is anything that DJJ can do to help or anything DJJ can do better, let Lance know.

**IX. UPDATES FROM TRILLIUM:**

No report.

**X. UPDATES FROM TRI-COUNTY:**

Meredith Lloyd reported that she did attend the meeting but did not have the summary with her. She will forward that information by email.

**XI. COMMENTS FROM CHAIR:**

No report.

**XI. COMMENTS FROM CONSULTANT:**

Ronald Tillman reported on the Final Accounting. Restitution will have a payback from the state of \$1,160. Christina Kennedy explained that the payback is due because the last payroll of the fiscal year is partially paid in June and partially in July. An entry happened after June 30. Restitution was down for under \$3.00 for a refund and then a reversal of payroll from the previously fiscal year hit after June 30 which created a credit. They will have a credit again this year but it will be in the budget so they can plan for it ahead of time. They will probably use that for training.

It wasn't anything wrong on the part of Restitution. It's just the way they were reversing payroll for the previous year and it occurred after June 30 when they couldn't do anything about it. Ronald stated he was still reviewing Teen Court. There are some issues where they probably entered an incorrect number on one of the supplemental forms. Ronald just needs to get some clarification as to whether or not that is correct. If not, it's going to lead to a large payback so he wants to make sure that Teen Court is reporting correctly. Christina Kennedy stated this is the first year Teen Court is doing Final Accounting in NCALLIES and Teen Court's budget had multiple funding sources and the JCPC funds were comingled with outside source funds in the budget. This caused the appearance of a large refund. Ronald reported that the department is partnering with the North Carolina Juvenile Association and doing the fall conference at Carolina Beach. The first 2 days of the conference next week is called pre-conference and there will be different workshops relating to programming and budgets. The remaining days will be for the North Carolina Juvenile State Conference. Next month Ronald would like to do a short presentation to the Board on SPEP for the new JCPC board members. The programs will also present their PEP scores.

**XII. ADJOURN:**

Motion was made by Meredith Lloyd to adjourn and seconded by Lance Britt. The motion passed unanimously.

**Next JCPC meeting is November 16, 2017 at 1:00pm. LUNCH WILL BE SERVED. The meeting will be in the David Sandifer Building second floor conference room.**

## **Brunswick County Juvenile Crime Prevention Council**

### **November 16, 2017 Meeting Minutes**

**I. CALL TO ORDER:**

Meeting called to order by Amy Horgan. There were 13 voting members present at the meeting. Quorum was met. Members excused from the June meeting: Lance Britt and Sharon Flucker. Introductions were made.

**II. PUBLIC COMMENT:**

Amy Horgan asked for public comments. There were no public comments.

**III. APPROVAL OF MINUTES:**

Maxine Elliott made a motion to approve the September and October minutes. Catherine Lytch seconded the motion. The motion passed unanimously.

**IV. SPEP PRESENTATION:**

Ronald Tillman presented information on SPEP. Ronald passed out a handout explaining SPEP which is attached. Ronald explained the four categories of the SPEP score and how that applies to the different programs.

**V. PROGRAM REPORTS**

**1. Teen Court**

Bonnie Jordan reported for the month of October Teen Court had a beginning count of 7, 8 admissions, 2 successful completions, 2 terminations for an ending count of 11. YTD: 34. The next Teen Court session will be November 28. The SPEP will be reported at the January meeting.

**2. Providence Home**

No report. The SPEP will be reported at the January meeting.

**3. Restitution**

Anita Handler reported for the month of October Restitution had a beginning count of 3, 11 admissions, 2 successful completions and 0 terminations for an ending count of 12. YTD: 34. There were 4 offsite programs and 4 onsite programs. There were 15.5 restitution hours for the month which is \$116.25. There were 90.5 community service hours. Anita reviewed the SPEP. A copy of the SPEP is attached.

**4. Strengthening Families**

Erin Ditta stated for the month of October Strengthening Families had a beginning count of 0, 1 admissions, 0 successful completions, 0 terminations for an ending count of 1. YTD: 1. Erin reviewed the SPEP. A copy of the SPEP is attached.

**5. Coastal Art**

Kristina Clemmons reported for the month of October Coastal ART had a beginning count of 0, 20 admissions, 0 successful completions, 1 terminations for an ending count of 19. YTD: 19. Still going strong at South Brunswick and Cedar Grove. Will start at Leland, Shallotte Middle and possibly Waccamaw in January. Kristina reviewed the SPEP. A copy of the SPEP is attached.

**VI. COMMITTEE REPORTS:**

**1. Membership Committee:**

Meredith Lloyd reported that no new members had been added.

**2. Public Relations:**

No report.

**3. By-Laws:**

Maxine Elliott reported that they would be scheduling a meeting to review the by-laws.

**4. Monitoring:**

Maxine Elliott reported the monitoring date is set for January 4 with an alternate date of January 10 if bad weather. A schedule will be sent out.

**5. Funding:**

No report.

**6. Community Needs:**

Amy Horgan reported that Sharon Flucker has started the process and the committee will need to meet in December.

**VII. TREASURER'S REPORT:**

Melinda Johnson reported that \$1,668.91 of the \$6,500 budget has been spent which is 25% of the budget. Expenses will increase once RFP funding and monitoring reviews occur.

**VIII. UPDATES FROM DJJ:**

No report.

**IX. UPDATES FROM TRILLIUM:**

Amy Horgan advised everyone to keep up with Medicaid changes.

**X. UPDATES FROM TRI-COUNTY:**

Meredith Lloyd reported that at the last meeting they had a spotlight on Domestic Violence Shelters and Services in New Hanover County and Coastal BUDS which deals with Downs Syndrome. October was Domestic Violence and Downs Syndrome month. Amy Horgan reported they will sponsor the 2<sup>nd</sup> Youth Mental Health and First Aid Training Resource Fair on February 8 and 9 at Port City Church.

**XI. COMMENTS FROM CHAIR:**

Amy Horgan discussed skipping the December meeting. Meredith Lloyd made a motion to skip the December meeting. Melinda Johnson seconded the motion. The motion passed unanimously.

**XI. COMMENTS FROM CONSULTANT:**

No report.

**XII. ADJOURN:**

Motion was made by Maxine Elliott to adjourn and seconded by Catherine Lytch. The motion passed unanimously.

**Next JCPC meeting is January 18, 2018 at 1:00pm. Lunch will be served!! The meeting will be in the David Sandifer Building second floor conference room.**

## **Brunswick County Juvenile Crime Prevention Council January 18, 2018 Meeting Minutes**

### **I. CALL TO ORDER:**

Meeting called to order by Amy Horgan. There were 14 voting members present at the meeting. Quorum was met. Members excused from the January meeting: Meredith Lloyd. Introductions were made.

### **II. PUBLIC COMMENT:**

Amy Horgan asked for public comments. There were no public comments.

### **III. APPROVAL OF MINUTES:**

Catherine Lytch made a motion to approve the November minutes. Melinda Johnson seconded the motion. The motion passed unanimously.

### **IV. PROGRAM REPORTS**

#### **1. Teen Court:**

Jamie Duesing reported for the month of December Teen Court had a beginning count of 15, 4 admissions, 2 successful completions, 1 terminations for an ending count of 16. YTD: 46. All that were admitted last month were victimless crimes. Peer Circle was on December 12 with 13 kids attending. Teen Court had 25 student volunteers and 17 adult volunteers in 2 courtrooms. Recidivism rate is 4.3%. Next Teen Court is on January 23.

#### **2. Providence Home:**

No report.

#### **3. Restitution:**

Anita Handler reported for the month of December Restitution had a beginning count of 10, 6 admissions, 5 successful completions and 1 terminations for an ending count of 10. YTD: 48. There were 7 offsite programs with 20 clients and 3 onsite programs with 16 clients. There were 32 restitution hours for the month which totaling \$240. There were 116 community service hours.

#### **4. Strengthening Families:**

Erin Ditta stated for the month of December Strengthening Families had a beginning count of 1, 0 admissions, 0 successful completions, 0 terminations for an ending count of 1. YTD: 1.

#### **5. Coastal Art:**

No report.

### **V. COMMITTEE REPORTS:**

#### **1. Membership Committee:**

No report.

#### **2. Public Relations:**

All minutes are posted to the website.

#### **3. By-Laws:**

Maxine Elliott reported that a meeting is scheduled on Monday, January 22 at 1:00 to review the by-laws.

#### **4. Monitoring:**

Maxine Elliott reported the monitoring meetings went very smoothly. The programs were well organized. All programs were recommended for funding with no restrictions. Providence Home had some financial issues but those are now resolved. Maxine Elliott made a motion that the council approve the monitoring reports and that all programs are recommended for

continued funding without conditions. Jamie Duesing and Bonnie Jordan abstained from voting. Mike Forte seconded the motion. The motion was unanimously approved. There was discussion about having future monitoring meetings later in January instead of the first week of January due to people being out of work for the holidays.

**5. Funding:**

No report.

**6. Community Needs:**

Sharon Flucker reported on the problems with families when grandparents have criminal justice and parents have criminal justice and the children have criminal justice. We need to get to the children before there is a crime and give them the tools to have resilience to not continue the family tradition of criminal justice. We talked about the Mind Up curriculum that could possibly be used in the schools. All elementary school teachers would be trained on this program. Every student that went thru public elementary school would get this curriculum. Meredith Lloyd is going to start conversations at the school level about doing this curriculum the following year. Bonnie Jordan made a motion to approve the categories of the RFP which are parent/family skill building, Teen Court, interpersonal skill building, restitution/community service, temporary shelter care in the amount of \$176,737. Rudy Ramphal seconded the motion. The motion passed unanimously. The RFP will be published in the Brunswick Beacon and the State Port Pilot on February 1 and due March 5.

**VI. TREASURER'S REPORT:**

Melinda Johnson reported that total expenses posted to date are \$2,418.91. There are several pending charges. Once these post, we will be approximately 46% of budget.

**VII. UPDATES FROM DJJ:**

No report.

**VIII. UPDATES FROM TRILLIUM:**

No report.

**IX. UPDATES FROM TRI-COUNTY:**

Amy Horgan reported that there will be Youth Mental Health and First Aid Training on February 8 & 9 at Port City Church in Wilmington.

**X. COMMENTS FROM CHAIR:**

No comments.

**XI. COMMENTS FROM CONSULTANT:**

Ronald Tillman reported on the Final Accounting. The department has received the refund from the restitution program. That matter has been cleared. Ronald gave an update on the Raising of the Age initiative. A legislative report is due to the General Assembly by March. Once Ronald receives the report, he will email it out to the council. The 6-month measurable objective reports are due by January 31. There are several conferences being held in the spring. The first is the NC Juvenile Services Association on March 14 – 16. The theme is "Growing and Embracing the Changing Times". The second conference is the NC Association of Community Alternative for Youth. They have a meeting concerning the Raising of the Age on February 6 at Union Missionary Baptist Church in Wilmington.

**XII. ADJOURN:**

Motion was made by Catherine Lytch to adjourn and seconded by Rudy Ramphal. The motion passed unanimously.

**Next JCPC meeting is February 15, 2018 at 1:00pm. The meeting will be in the David Sandifer Building second floor conference room.**

## **Brunswick County Juvenile Crime Prevention Council February 15, 2018 Meeting Minutes**

### **I. CALL TO ORDER:**

Meeting called to order by Amy Horgan. There were 9 voting members present at the meeting. Quorum was not met. Members excused from the January meeting: Mike Forte, Rudy Ramphal, Jamie Duesing, Melinda Johnson, Bonnie Jordan, Daphne Green. Introductions were made.

### **II. PUBLIC COMMENT:**

Amy Horgan asked for public comments. There were no public comments.

### **III. APPROVAL OF MINUTES:**

Maxine Elliott made a motion to approve the January minutes. Erin Rutkowski seconded the motion. The motion passed unanimously.

### **IV. PRESENTATION ON RAISE THE AGE:**

Maxine Elliott and Ronald Tillman reviewed the DPS presentation of Raise the Age. The NC Alternative for Youth Organization put on regional training across the state. A 16-year-old entering the juvenile system could stay until they are aged 19. A 17-year-old entering the juvenile system could stay until they are aged 20. Programs will need to be able to handle the older youth. There was discussion as to increasing the JCPC allocations. The 2019-2020 fiscal year will require a two-year budget for funding. Yearly monitoring will continue.

### **V. PROGRAM REPORTS**

#### **1. Teen Court:**

No report.

#### **2. Providence Home:**

Warren Mortley stated for the month of January Providence Home had a beginning count of 2, 2 admissions, 3 successful completions, 1 terminations for an ending count of 0. YTD: 10.

#### **3. Restitution:**

Anita Handler reported for the month January Restitution had a beginning count of 10, 8 admissions, 3 successful completions and 0 terminations for an ending count of 15. YTD: 56. There were 4 offsite programs with 17 clients and 3 onsite programs with 12 clients. There were 22 restitution hours for the month which total \$160. There were 99.5 community service hours.

#### **4. Strengthening Families:**

Erin Ditta stated for the month of January Strengthening Families had a beginning count of 1, 0 admissions, 1 successful completions, 0 terminations for an ending count of 0. YTD: 1. There were 8 clients supposed to show on the 1<sup>st</sup> night of the 2<sup>nd</sup> round, but no one showed.

#### **5. Coastal Art:**

Kristina Clemmons stated for the month of January Coastal Art had a beginning count of 0, 17 admissions, 0 successful completions, 0 terminations for an ending count of 17. They are currently at Leland Middle and Shallotte. They will be at Cedar Grove and Waccamaw next month.

#### **6. AMIKids:**

They provide Functional Family Therapy to families with at-risk youth. They work with the families an average of 3 to 4 months and go to the home 1 time a week. The model has 3 phases. They determine if other family members need additional services. The Wilmington office covers all of SE North Carolina. This program works with youth that are further in to the juvenile justice system.

**VI. COMMITTEE REPORTS:**

**1. Membership Committee:**

No report.

**2. Public Relations:**

No report.

**3. By-Laws:**

Maxine Elliott reported that the committee met and updated statute numbers. There were 2 changes that were made. The first change is on page 4 related to poor meeting attendance. The change was to 4 consecutive absences. The 2<sup>nd</sup> paragraph related to Bladen County is not to be approved. The second change is on Page 8 adding monitoring before January 31. There is no quorum so a vote to approve the By-Laws changes will be next month.

**4. Monitoring:**

No report.

**5. Funding:**

The Funding Committee will have the Pre-Funding Meeting on March 8 and the Funding Meeting on March 13. The recommendations will be presented to the County Commissioners on May 7.

**6. Community Needs:**

No Report.

**VII. TREASURER'S REPORT:**

Christina Kennedy reported in Melinda Johnson's absence. Brunswick County was awarded \$176,737 per year which is allocated for the 5 programs plus the admin fund. The admin fund received \$6,500 this year and covers the coordinator position, provides food for the Board, advertising for the RFP, and for miscellaneous expenses. To date, we have spent \$3,635.34. There are a few pending charges. Once those post, we will be at 65% of budget which is on target. That leaves \$2,864.46 in the budget.

**VIII. UPDATES FROM DJJ:**

No report.

**IX. UPDATES FROM TRILLIUM:**

Amy Horgan will send out the Medicaid Managed Care information.

**X. UPDATES FROM TRI-COUNTY:**

No report.

**XI. COMMENTS FROM CHAIR:**

No comments.

**XI. COMMENTS FROM CONSULTANT:**

Ronald Tillman reminded the programs that the 3<sup>rd</sup> Quarter Accounting is due next month. 67% of the budget should be expended by the 3<sup>rd</sup> quarter accounting.

**XII. ADJOURN:**

Motion was made by Catherine Lytch to adjourn and seconded by Erin Rutkowski. The motion passed unanimously.

**Next JCPC meeting is March 15, at 1:00pm. The meeting will be in the David Sandifer Building second floor conference room.**

## **Brunswick County Juvenile Crime Prevention Council**

### **March 15, 2018 Meeting Minutes**

**I. CALL TO ORDER:**

Meeting called to order by Maxine Elliott. There were 13 voting members present at the meeting. Quorum was met. Members excused from the March meeting: Amy Horgan, Brad Shirley, and Erin Rutkowski. Introductions were made.

**II. PUBLIC COMMENT:**

Maxine Elliott asked for public comments. There were no public comments.

**III. APPROVAL OF MINUTES:**

Catherine Lytch made a motion to approve the February minutes. Meredith Lloyd seconded the motion. The motion passed unanimously.

**IV. PROGRAM REPORTS**

**1. Teen Court:**

Jamie Duesing stated for the month of February Teen Court had a beginning count of 17, 1 admissions, 4 successful completions, 1 terminations for an ending count of 13. Peer Court was held on February 13. There were 13 kids and 2 parent groups with 11 and 14 parents. Teen Court was held on February 27 with 31 kids, 13 adults in 2 courtrooms. There will be a mock trial in April with 2 cases. Teen Court is not SPEPable.

**2. Providence Home:**

Warren Mortley stated for the month of February Providence Home had a beginning count of 0, 2 admissions, 1 successful completions, 0 terminations for an ending count of 1. Providence Home is not SPEPable.

**3. Restitution:**

Anita Handler reported for the month of February Restitution had a beginning count of 15, 10 admissions, 8 successful completions and 1 terminations for an ending count of 16. There were 6 offsite programs with 23 clients and 7 onsite programs. There were 10.5 restitution hours for the month which total \$78.75. There were 165 community service hours.

**4. Strengthening Families:**

Erin Ditta stated for the month of February Strengthening Families had a beginning count of 0, 5 admissions, 0 successful completions, 0 terminations for an ending count of 5. YTD: 6. There were 8 referrals for the second cycle which started on February 8, but no one showed up the first night. Will begin the 3<sup>rd</sup> cycle on 4/12 at Shallotte Middle.

**5. Coastal Art:**

Kristina Clemmons stated for the month of February Coastal Art had a beginning count of 17, 1 admissions, 0 successful completions, 0 terminations for an ending count of 18. Will begin at Cedar Grove and Waccamaw in March.

**V. COMMITTEE REPORTS:**

**1. Membership Committee:**

Meredith Lloyd reported on the resignation of Pauline Hankins in the position of Chief District Judge Designee and the appointment of John Manning as a County Commissioner Appointee.

**2. Public Relations:**

No report.

**3. By-Laws:**

Maxine Elliott reported that the main changes in the revised By-Laws are:

- Page 4 - Meeting attendance section states if someone misses 4 consecutive meetings without written notice they can be removed from the Council
- Page 8 - Monitoring Committee will conduct monitoring visits before January 31
- Statutes were updated

Rudy Ramphal made a motion to accept the By-Laws revisions. Daphne Green seconded the motion. The motion passed unanimously

**4. Monitoring:**

No report.

**5. Funding:**

Maxine Elliott reported that the funding requests were more than the money allocated by the State. Recommendations were made by the Funding Committee to approve funding for all programs with the condition that they submit clear guidelines on admission and discharge criteria to include what would exclude someone from admission in the program and what would constitute a discharge from the program. The following was recommended by the Funding Committee:

- Administrative Budget \$6,500
- Restitution \$49,640, original request \$50,947
- Teen Court \$48,573, original request \$50,000
- GGC & STEP \$27,598, original request \$28,671
- Coastal ART \$32,426, original request \$33,400
- Providence Home \$12,000.00, original request \$15,000

John Manning made a motion to accept the funding request as presented. Meredith Lloyd seconded the motion. Jamie Duesing abstained from the vote. The motion passed unanimously.

**6. Community Needs:**

No Report.

**VI. TREASURER'S REPORT:**

Melinda Johnson reported that the balance as of March 15 is \$2,475.36. There are pending expenses in process in the amount of \$762.94. This leaves a balance of \$1,712.42 to cover the Coordinators salary, food and supplies for the remainder of the fiscal year.

**VII. UPDATES FROM DJJ:**

Joey Todd reported that the numbers are going up. They are currently working on Raising the Age. There will be a community forum probably in June.

**VIII. UPDATES FROM TRILLIUM:**

No report.

**IX. UPDATES FROM TRI-COUNTY:**

Meredith Lloyd reported that the website is being updated to make it more accessible.

**X. COMMENTS FROM CHAIR:**

No comments.

**XI. COMMENTS FROM CONSULTANT:**

No report.

**XII. ADJOURN:**

Motion was made by Meredith Lloyd to adjourn and seconded by Catherine Lytch. The motion passed unanimously.

**Next JCPC meeting is April 19 at 1:00pm. The meeting will be in the David Sandifer Building second floor conference room. Lunch will be provided.**



# North Carolina Department of Public Safety

## JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 18-19	DPS/JCPC FUNDING # (cont only)	510-XXXX
COUNTY:	Brunswick	AREA:	Central Area
Multi-County:	No	Multi-Components	No
NAME OF PROGRAM:		JCPC Administration	

SPONSORING AGENCY:	Brunswick County		
SPONSORING AGENCY PHYSICAL ADDRESS:	2023 South 17th Street Wilmington NC 28401		
SPONSORING AGENCY MAILING ADDRESS:	2023 South 17th Street Wilmington NC 28401		
TYPE:	Public	FEDERAL ID #	566000278 01

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
21190	JCPC Certification	JCPC Certification	\$ 6,500
		Total cost of components:	\$ 6,500

### Program Manager Name & Address *(same person on signature page)*

Name:	Amy Horgan	Title:			
Mailing Address:	3809 Shipyard Blvd	City:	Wilmington	Zip:	28401
Phone:	(866) 998-2597				
Fax:	(252) 215-6881	E-mail:	amy.horgan@trilliumnc.org		

### Contact Person *(if different from program manager)*

Name:	Amy Horgan	Title:			
Mailing Address:	3809 Shipyard Blvd	City:	Wilmington	Zip:	28401
Phone:	(866) 998-2597				
Fax:	(252) 215-6881	E-mail:	amy.horgan@trilliumnc.org		

### Program Fiscal Officer *(cannot be program manager)*

Name:	Julie Miller	Title:			
Mailing Address:	P.O. Box 249	City:	Bolivia	Zip:	28422
Phone:	(910) 253-2070				
Fax:		E-mail:	Julie.miller@brunswickcountync.gov		

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21190	<b>NAME OF COMPONENT:</b> JCPC Certification <b>BRIEF DESCRIPTION:</b> Brunswick County JCPC Certification.

<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components No					
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>			
<b>Component Name:</b> JCPC Certification					<b>Component ID #</b> 21190
<b>What is this component's maximum client capacity at any given time?</b>					0
Frequency of client contact per month:	0		Anticipated Average Length of Stay:	0	Days
Total Component Cost:	\$6,500	÷ by	Estimated # to be served during funding period:	0	
<b>Estimated Average Cost Per Youth:</b>			<b>\$0</b>		
Applies to continuation programs only.	Actual number of youth admitted FY 16-17:			0	
	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
<b>NAME OF COMPONENT:</b>	JCPC Certification
<b>1. Statement of the Problem:</b> <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i>	
<b>2. Target Population:</b> <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i>	
<b>3. Program Goal(s):</b> <i>Provide a brief statement to describe the overall purpose of the program.</i>	
<b>4. Measurable Objective(s):</b> <i>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.</i>	
<b>5. Elevated Risks and Needs:</b> <i>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.</i>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	JCPC Certification
<b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i>	
<b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i>	
<b>3. Staff Positions:</b> <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i>	
<b>4. Service Type SPEG:</b> <i>Describe implementation to include:</i>	
<b>5. Admission Process:</b> <i>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.</i>	
<b>6. Termination Process:</b> <i>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.</i>  <i>How is the referring agency involved with the termination process?</i>	
<b>7. Referring Agency Interaction:</b> <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i>	
<b>8. Intervention/Treatment:</b> <i>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?</i>	
<b>9. Best Practice Model:</b> <i>Describe what model or evidence-supported/best practice the program is based upon.</i>	

SECTION V	Terms of Agreement
<p>This Agreement is entered into by and between Department of Public Safety (<i>hereinafter referred to as DPS</i>), and <b>Brunswick County</b>, (<i>hereinafter referred to as the County</i>), the <i>County's Juvenile Crime Prevention Council</i> (<i>hereinafter referred to as the JCPC</i>) and <b>Brunswick County</b> (<i>hereinafter referred to as the Sponsoring Agency</i>).</p> <p>DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<b>Term of Agreement</b>	
<p>This Agreement shall become effective <b>Jul 1, 2018</b> and shall terminate <b>Jun 30, 2019</b>.</p>	
<b>Payment to Sponsoring Agency</b>	
<p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$6500 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<b>Availability of Funds:</b>	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<b>Responsibilities of the Parties</b>	
<p>DPS shall:</p> <ol style="list-style-type: none"> <li>1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;</li> <li>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 the JCPC Policy and Procedures;</li> <li>3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;</li> <li>4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;</li> <li>5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;</li> <li>6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and</li> <li>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.</li> </ol> <p>The Sponsoring Agency shall:</p> <ol style="list-style-type: none"> <li>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;</li> </ol>	

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 the 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 the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC 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 JCPC Program Agreement 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 JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. §105-164.14(c); and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS 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;
17. Indemnifies and holds 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 JCPC Program Agreement;
18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement 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; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations: Program Operational Requirements*

#### **Sponsoring Agency Contractor(s)/Subcontractors**

☒ Yes, subcontractors are included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program

Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. 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 Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a);143B-602;143B-851
3. Review and locally approve Program Agreement Revisions 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;
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 JCPC Policy 3. Operations: Program Oversight and Monitoring

*Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.*

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions;

3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS 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 Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

*Reference: 14B; Chapter 11; Subchapter B; 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; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements*

## **Disbursements and Internal Controls**

### **Reversion of Unexpended Funds**

Any remaining unexpended JCPC 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 your 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 will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 that the Sponsoring Agency does not have 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 and attached to the Program Agreement upon submission.

**Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

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 and attached to the Program Agreement.

**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 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			
JCPC Administration		Fiscal Year	FY 18-19
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	\$775	
260	Office Supplies & Materials	\$300	
290	Other Supplies & Materials	\$100	
370	JCPC Advertisement for the Annual JCPC Request for Proposal	\$775	
390	Training & Conference Expense, Miscellaneous Expense	\$50	
<b>TOTAL</b>		<b>\$6,500</b>	

Job Title	Annual Expense Wages	Annual In Kind Wages
<b>TOTAL</b>		

**SECTION VII****Program:** JCPC Administration**Fiscal Year:** FY 18-19**Number of Months:** 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$4,500</b>		<b>\$4,500</b>
120 Salaries & Wages			\$0
180 Fringe Benefits			\$0
190 Professional Services*	\$4,500		\$4,500
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$1,175</b>		<b>\$1,175</b>
210 Household & Cleaning			\$0
220 Food & Provisions	\$775		\$775
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$300		\$300
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials	\$100		\$100
<b>III. Current Obligations &amp; Services</b>	<b>\$825</b>		<b>\$825</b>
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising	\$775		\$775
380 Data Processing			\$0
390 Other Services	\$50		\$50
<b>IV. Fixed Charges &amp; Other Expenses</b>			<b>\$0</b>
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
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$6,500</b>		<b>\$6,500</b>

<b>SECTION VIII</b>	<b>SOURCES OF PROGRAM REVENUE (ALL SOURCES)</b>
FY 18-19 Brunswick County Funding ID: 510-XXXX	
Sponsoring Agency: Brunswick County Program: JCPC Administration	

\$6,500	<b>DPS/JCPC Funds</b>	* This is the amount approved in your application
0%	<b>Local Match Rate</b>	Is the Local Match Rate 10%, 20% or 30%?
	<b>County Cash</b>	
	<b>Local Cash</b>	
	<b>Local Cash</b>	
	<b>Local In-Kind</b>	
	<b>Other</b>	
	<b>Other</b>	
	<b>Other</b>	
	<b>Other</b>	
\$6,500	<b>TOTAL</b>	\$0
		<div style="display: flex; justify-content: space-between;"> <span>Required Local Match</span> <span>Match Provided</span> </div>

<b>Authorizing Official, Department of Public Safety</b>	<b>Date</b>
--	-------------

*The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.*

<b>Chair, County Board of Commissioners or County Finance Director</b>	<b>Date</b>
--	-------------

*The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.*

<b>Chair, Juvenile Crime Prevention Council</b>	<b>Date</b>
---	-------------

<b>Program Manager</b>	<b>Date</b>
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# North Carolina Department of Public Safety

## JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 18-19	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
21358	Coastal ART	Interpersonal Skill Building	\$ 39,032
		Total cost of components:	\$ 39,032

### 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:	Bill Shriver	Title:	Chief Financial Officer		
Mailing Address:	615 Shipyard Blvd.	City:	Wilmington	Zip:	28412
Phone:	(910) 790-0187	Fax:	(910) 790-0189	E-mail:	bshrivers@coastalhorizons.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21358	<p><b>NAME OF COMPONENT:</b> Coastal ART</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>

<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components No					
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>			
<b>Component Name:</b> Coastal ART				<b>Component ID #</b> 21358	
<b>What is this component's maximum client capacity at any given time?</b>				70	
Frequency of client contact per month:	4		Anticipated Average Length of Stay:	90	Days
Total Component Cost:	\$39,032	÷ by	Estimated # to be served during funding period:	56	
<b>Estimated Average Cost Per Youth:</b>			<b>\$697</b>		
Applies to continuation programs only.	Actual number of youth admitted FY 16-17:			53	
	0	Number of admissions Juvenile Justice Referred		0% of total admissions	
	1	Number of admissions Law Enforcement Referred		1.89% of total admissions	
	0	Number of admissions District Court Referred		0% of total admissions	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Coastal ART
<p><b>1. Statement of the Problem:</b> <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The Coastal ART program will provide an estimated 56 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.</p> <p>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.</p> <p>Coastal ART will work with youth to develop a change in behavior and improve school and social functioning, through skill building focused classes.</p>	
<p><b>2. Target Population:</b> <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>Coastal ART Brunswick will serve school students ages 10 to 15 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.</p>	
<p><b>3. Program Goal(s):</b> <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>The goals of the Coastal Aggression Replacement Training will be to:</p> <p>1.Improve skills and abilities of participants to manage emotions, and diminish aggressive behaviors through targeted</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Coastal ART
<p>practice and role play of important skills, and training to identify and manage anger, and develop options to aggressive acting out;</p> <p>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.</p> <p>3. The overall objective of the program will be to provide a successful intervention in the lives of school students ages 10-15 who are at risk for involvement in the Juvenile Justice System because of poor self control and marginal skills in social situations.</p>	
<p><b>4. Measurable Objective(s):</b> <i>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.</i></p> <p>75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>85% Clients will have no new complaints with an offense date after the admission date.</p> <p>80% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>90% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.</p> <p>100% Clients will demonstrate improvement in targeted skills identified in the individual service plan.</p> <p>90% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>90% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p>	
<p><b>5. Elevated Risks and Needs:</b> <i>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.</i></p> <p>Coastal Aggression Replacement Training will address the risk and service gaps in services for:</p> <ol style="list-style-type: none"> <li>1) Youth who associate with delinquent peers;</li> <li>2) Youth who have school behavior issues and who need further assessing and/or treatment; and,</li> <li>3) Youth with moderate to severe school problems.</li> </ol> <p>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.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Coastal ART
<p><b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i></p> <p>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.</p> <p>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, and Brunswick County Academy. Two other schools may be targeted for inclusion if they meet criteria. These Schools are all located in Brunswick County.</p> <p>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.</p>	
<p><b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i></p> <p>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.</p>	
<p><b>3. Staff Positions:</b> <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>ART program staff will be 1 part-time masters level clinician trained in the mental health field and/or licensed or certified by the North Carolina Substance Abuse Professional Practice Board, and one part time counselor aid (who will assist masters level clinician)</p> <p>The Program Director of the Coastal Horizons-Brunswick office will supervise the counselor and counselor aid. All program staff involved with ART, are formally trained in this evidence based model.</p> <p>Other staff involved in the operation of this program, but whose salary is used as in kind only include:</p> <p>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 (30) years of experience in the field.</p> <p>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.</p> <p>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.</p>	
<p><b>4. Service Type SPEP:</b> <i>Describe implementation to include:</i></p> <p>Provides a service: Social Skills/ Interpersonal Skill Building</p>	
<p><b>5. Admission Process:</b> <i>Describe the specific referral, screening, admission process (including timeline), the staff</i></p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Coastal ART
	<p><i>responsible for making decisions about admissions and reasons why a referral may not be accepted.</i></p> <p>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. 6-8 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.</p> <p>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.</p> <p>JCPC Coastal ART will only admit juveniles who have not reached their 18th birthday.</p> <p>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.</p> <p>JCPC Coastal ART will enter client tracking admission data into NCALLIES within seven (7) days of the admission decision.</p> <p>JCPC Coastal ART will provide a response to referring agencies regarding an admission decision within ten (10) business days of receipt of referral.</p> <p>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:</p> <ul style="list-style-type: none"> <li>i.Name of sponsoring agency (Coastal Horizons) and program name (JCPC Coastal ART)</li> <li>ii.Program guidelines, requirements, and projected completion dates</li> <li>iii.Consents signed by the program provider, juvenile, and parent(s)/legal guardian(s).</li> <li>iv.Specific requirements of the parent(s) legal guardian(s)</li> <li>v.Results of any non compliance with program guidelines</li> </ul>
	<p><b>6. Termination Process:</b> <i>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.</i></p> <p>A completion will be deemed...</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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</li> </ul>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Coastal ART
	<p>improvement on final skills assessment on the 10th week).</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p>* 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.</p> <p>JCPC Coastal ART will complete/maintain a written termination form and additionally will follow all Coastal Horizons policies related to termination of clients.</p> <p>JCPC Coastal ART will enter client termination data in NCALLIES within seven (7) days of the termination decision.</p> <p>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:</p> <ol style="list-style-type: none"> <li>Activities, results, and recommendations.</li> <li>Last date of program contact</li> <li>Names of persons and agencies receiving notice of a juvenile's termination</li> <li>Name of program staff person completing documentation</li> <li>Reason for termination</li> </ol> <p>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.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>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.</p>
	<p><b>7. Referring Agency Interaction:</b> <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>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.</p> <p>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.</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Coastal ART
	<p><b>8. Intervention/Treatment:</b> <i>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?</i></p> <p>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.</p> <p>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.</p> <p>Each 2-hour class of the 10-week series will focus on a critical skill to be mastered. These areas will include:</p> <ol style="list-style-type: none"> <li>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)</li> <li>2.Anger Control Training (Identifying triggers, Identifying Cues, Using reminders, Using reducers, Using self evaluation)</li> <li>3.Moral Reasoning Skills (social problem solving skills) (discussions of scenarios' which pose moral dilemma)</li> </ol> <p>This program utilizes completion of worksheets and logs between sessions to reinforce learning, and extensive role play exercises to practice skills.</p> <p>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.)</p>
	<p><b>9. Best Practice Model:</b> <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>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— 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.</p> <p>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</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Coastal ART
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
<p>This Agreement is entered into by and between Department of Public Safety (<i>hereinafter referred to as DPS</i>), and <b>Brunswick County</b>, (<i>hereinafter referred to as the County</i>), the <i>County's Juvenile Crime Prevention Council</i> (<i>hereinafter referred to as the JCPC</i>) and <b>Coastal Horizons Center, Inc.</b> (<i>hereinafter referred to as the Sponsoring Agency</i>).</p> <p>DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<b>Term of Agreement</b>	
<p>This Agreement shall become effective <b>Jul 1, 2018</b> and shall terminate <b>Jun 30, 2019</b>.</p>	
<b>Payment to Sponsoring Agency</b>	
<p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$32426 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<b>Availability of Funds:</b>	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<b>Responsibilities of the Parties</b>	
<p>DPS shall:</p> <ol style="list-style-type: none"> <li>1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;</li> <li>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 the JCPC Policy and Procedures;</li> <li>3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;</li> <li>4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;</li> <li>5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;</li> <li>6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and</li> <li>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.</li> </ol> <p>The Sponsoring Agency shall:</p> <ol style="list-style-type: none"> <li>1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the</li> </ol>	

- 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 the 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 the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
  6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
  7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC 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 JCPC Program Agreement 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 JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
  12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. §105-164.14(c); and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
  13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS 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;
  17. Indemnifies and holds 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 JCPC Program Agreement;
  18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement 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; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations: Program Operational Requirements*

#### **Sponsoring Agency Contractor(s)/Subcontractors**

- ☒ No, subcontractors are not included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. 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 Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a);143B-602;143B-851
3. Review and locally approve Program Agreement Revisions 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;
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 JCPC Policy 3. Operations: Program Oversight and Monitoring

*Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.*

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement

revisions;

3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS 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 Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

*Reference: 14B; Chapter 11; Subchapter B; 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; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements*

#### **Disbursements and Internal Controls**

##### **Reversion of Unexpended Funds**

Any remaining unexpended JCPC 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 your 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 will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 that the Sponsoring Agency does not have 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 and attached to the Program Agreement upon submission.

**Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

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 and attached to the Program Agreement.

**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 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 18-19
Item #	Justification	Expense	In Kind Expense
120	Program Manager (VP of Clinical Services) ( 1.25 hour per week X 43 weeks x \$45)	\$2,418	
120	CFO 1.25 hour per week X \$30 per hour X 43 weeks	\$1,613	
120	Staff Therapist ( \$24 x 18 hrs/wk X 43 wks)	\$18,576	
120	Counselor Assistant (\$15 x11.5 hr/wk X 43 weeks)	\$7,411	
120	Program Supervisor 1.75 hr per wk X \$32 per hour X 43 wks	\$2,408	
180	CFO fringe		\$364
180	Program Supervisor fringe		\$489
180	Program Manager fringe		\$550
180	Counselor Assistant fringe		\$800
180	Therapist fringe		\$3,000
220	Snacks and incentives to children attending group		\$400
260	Office Supplies (copier paper, ink; pens, markers, easel paper, etc)		\$300
310	travel to school sites (74 round trips to school sites averaging 25 miles per trip) (74X 25 X.38)		\$703
<b>TOTAL</b>		<b>\$32,426</b>	<b>\$6,606</b>

Job Title	Annual Expense Wages	Annual In Kind Wages
Counselor Assistant	\$7,411	
Staff Therapist	\$18,576	
Program Supervisor	\$2,408	
Program Manager (VP of Clinical Services) ( 1 hour per week X 52 weeks x \$45)	\$2,418	
CFO	\$1,613	
<b>TOTAL</b>	<b>\$32,426</b>	

**SECTION VII****Program:** Coastal ART**Fiscal Year:** FY 18-19**Number of Months:** 10

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$32,426</b>	<b>\$5,203</b>	<b>\$37,629</b>
120 Salaries & Wages	\$32,426		\$32,426
180 Fringe Benefits		\$5,203	\$5,203
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>		<b>\$700</b>	<b>\$700</b>
210 Household & Cleaning			\$0
220 Food & Provisions		\$400	\$400
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials		\$300	\$300
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
<b>III. Current Obligations &amp; Services</b>		<b>\$703</b>	<b>\$703</b>
310 Travel & Transportation		\$703	\$703
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
<b>IV. Fixed Charges &amp; Other Expenses</b>			<b>\$0</b>
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
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$32,426</b>	<b>\$6,606</b>	<b>\$39,032</b>

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 18-19 Brunswick County Funding ID: 510-XXXX			
Sponsoring Agency: Coastal Horizons Center, Inc. Program: Coastal ART			
\$32,426	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		<i>(Specify Source)</i>
	Local Cash		<i>(Specify Source)</i>
	Local Cash		<i>(Specify Source)</i>
\$6,606	Local In-Kind	Coastal Horizons Center	<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
\$39,032	<b>TOTAL</b>	\$6,485	\$6,606
		Required Local Match	Match Provided

<b>Authorizing Official, Department of Public Safety</b>	<b>Date</b>
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*The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.*

<b>Chair, County Board of Commissioners or County Finance Director</b>	<b>Date</b>
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*The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.*

<b>Chair, Juvenile Crime Prevention Council</b>	<b>Date</b>
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<b>Program Manager</b>	<b>Date</b>
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# North Carolina Department of Public Safety

## JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
<b>FUNDING PERIOD:</b>	FY 18-19	<b>DPS/JCPC FUNDING # (cont only)</b>	510-XXXX
<b>COUNTY:</b>	Brunswick	<b>AREA:</b>	Central Area
<b>Multi-County:</b>	No	<b>Multi-Components</b>	No
<b>NAME OF PROGRAM:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)		

<b>SPONSORING AGENCY:</b>	Coastal Horizons Center, Inc.		
<b>SPONSORING AGENCY PHYSICAL ADDRESS:</b>	615 Shipyard Blvd. Wilmington NC 28412		
<b>SPONSORING AGENCY MAILING ADDRESS:</b>	615 Shipyard Blvd. Wilmington NC 28412		
<b>TYPE:</b>	Non-Profit	<b>FEDERAL ID #</b>	56-0950370

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
21610	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	Parent/Family Skill Building	\$ 33,900
Total cost of components:			\$ 33,900

### Program Manager Name & Address *(same person on signature page)*

<b>Name:</b>	Deeanna Hale-Holland		<b>Title:</b>	Prevention Director	
<b>Mailing Address:</b>	615 Shipyard Blvd.		<b>City:</b>	Wilmington	<b>Zip:</b> 28412
<b>Phone:</b>	(910) 202-0840	<b>Fax:</b>	(910) 202-0843	<b>E-mail:</b>	deeanna@coastalhorizons.org

### Contact Person *(if different from program manager)*

<b>Name:</b>	Erin Ditta		<b>Title:</b>	Prevention Coordinator	
<b>Mailing Address:</b>	615 Shipyard Blvd.		<b>City:</b>	Wilmington	<b>Zip:</b> 28412
<b>Phone:</b>	(910) 202-0840	<b>Fax:</b>	(910) 202-0843	<b>E-mail:</b>	editta@coastalhorizons.org

### Program Fiscal Officer *(cannot be program manager)*

<b>Name:</b>	Bill Shriver		<b>Title:</b>	Controller	
<b>Mailing Address:</b>	615 Shipyard Blvd.		<b>City:</b>	Wilmington	<b>Zip:</b> 28412
<b>Phone:</b>	(910) 343-0145	<b>Fax:</b>	(910) 790-0189	<b>E-mail:</b>	bshriv@coastalhorizons.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21610	<p><b>NAME OF COMPONENT:</b> Guiding Good Choices (GGC) &amp; Systematic Training for Effective Parenting (STEP)</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>

<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components No					
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>			
<b>Component Name:</b> Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)					<b>Component ID #</b> 21610
<b>What is this component's maximum client capacity at any given time?</b>					14
Frequency of client contact per month:	4		Anticipated Average Length of Stay:	7	Days
Total Component Cost:	\$33,900	÷ by	Estimated # to be served during funding period:	40	
<b>Estimated Average Cost Per Youth:</b>			<b>\$848</b>		
Applies to continuation programs only.	Actual number of youth admitted FY 16-17:			0	
	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
<b>NAME OF COMPONENT:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
<p><b>1. Statement of the Problem:</b> <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>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.</p> <p>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.</p> <p>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. Videos demonstrate the concepts covered each week with examples of ineffective and effective parent-child interactions.</p> <p>Following the completion of the GGC/STEP program, the families (youth &amp; 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.</p> <p>Families needing additional services will be referred to appropriate programs.</p>	
<p><b>2. Target Population:</b> <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>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.</p> <p>Families will be referred by:  Brunswick County Department of Juvenile Justice and Delinquency Prevention</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
<p>School Resource Officer/ In School Suspension  Department of Social Services  Any additional community partner with troubled youth  Parent's self-referral</p>	
<p><b>3. Program Goal(s):</b> <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>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.</p> <p>The goals of Guiding Good Choices (GGC) are:</p> <ul style="list-style-type: none"> <li>•Preventing drug use within the family</li> <li>•Setting guidelines and developing healthy beliefs and clear standards</li> <li>•Avoiding Trouble</li> <li>•Managing conflict-how to control and express anger constructively</li> <li>•Involving everyone and strengthen family bonds</li> </ul> <p>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. Videos demonstrate the concepts covered each week with examples of ineffective and effective parent-child interactions.</p> <p>The goals of Systematic Training for Effective Parenting (STEP) are:</p> <ul style="list-style-type: none"> <li>•Increased encouragement skills</li> <li>•Increased skill in communication</li> <li>•Increased skill in cooperation (parental and child)</li> <li>•Increased skill in discipline</li> <li>•Increased skill in choosing parenting approach</li> <li>•Increase child self-esteem and confidence</li> <li>•Decreased inappropriate parental behaviors in disciplining children and teens</li> </ul> <p>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, drug-free children.</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
<p><b>4. Measurable Objective(s):</b> <i>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.</i></p> <p>70% Clients will have no new complaints with an offense date after the admission date.</p> <p>70% Parents and/or families will actively participate in skill building activities as intended by the program design/service plan.</p> <p>70% Clients and families will demonstrate enhanced family functioning as a result of program services.</p> <p>70% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>70% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>70% Clients will demonstrate improvement in targeted skills identified in the individual service plan.</p> <p>70% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.</p> <p>70% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p>	
<p><b>5. Elevated Risks and Needs:</b> <i>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.</i></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 confronts today's more complex issues of drug use, sex, gangs, and depression.</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
<p data-bbox="110 247 1503 426">STEP is presented in a group format, with optimal group sizes ranging from 6 to 14 parents. The parents will be guided through seven interactive lesson, each 1.5 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. They also view videos of effective and ineffective family interactions.</p> <p data-bbox="110 470 1484 648">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.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
<p><b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i></p> <p>Office:  Coastal Horizons  Prevention Services  330Shipyards Blvd., Ste B  Wilmington, NC 28412</p> <p>Program:  Brunswick County School</p> <p>Family Day:  Brunswick Electric Membership Corporation  Ocean Hwy W  Supply, NC</p>	
<p><b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i></p> <p>GGC will be conducted once a week for five consecutive weeks, during the duration of the program. Sessions will begin at 6:00 pm, each 2 hours in length.</p> <p>STEP will be conducted once a week for seven consecutive weeks, during the duration of the program. Sessions will begin at 6:00 pm, each 1.5 hour in length.</p> <p>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.</p> <p>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.</p> <p>Following the completion of the GGC/STEP program, the families (youth &amp; 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.</p>	
<p><b>3. Staff Positions:</b> <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>Erin Ditta, CSAPC, Prevention Coordinator has worked with Coastal Horizons Center for 14 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.</p> <p>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</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
<p>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.</p> <p>John Dail has worked with Coastal Horizons Center for more than 30 years. John is a Certified Substance Abuse Counselor. His role with the program will be to facilitate the GGC/STEP programs.</p>	
<p><b>4. Service Type SPEP:</b> <i>Describe implementation to include:</i></p> <p>Primary Service: Social Skills Training; Secondary Service: None  Evidence-Based Program Name: Guiding Good Choices (GGC) &amp; Systematic Training for Effective Parenting (STEP)  Target Weeks: 7; Target Hours: 15</p>	
<p><b>5. Admission Process:</b> <i>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.</i></p> <p>Referral sources include, but are not limited to Brunswick County Department of Juvenile Justice, Department of Social Services, Schools, Sheriffs Department and parent/guardian.</p> <p>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.</p> <p>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.</p> <p>The only limiting factor for program referral is the age of the identified youth; identified youth must be 9-17 years of age.</p> <p>Referral agents will complete the Universal JCPC Referral form and fax 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 completion of the program; a monthly progress report is completed for all participants and submitted to the referring agent until program completion.</p>	
<p><b>6. Termination Process:</b> <i>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.</i></p> <p>The program includes the curriculum sessions and Family Day.</p> <p>Successful termination is when the participant completes all program activities of the GGC/STEP program.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
	<p>Satisfactory termination will occur if the participant misses one or fewer program activities of GGC or two or fewer program activities of STEP.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>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.</p>
	<p><b>7. Referring Agency Interaction:</b> <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>The GGC/STEP staff will regularly inform the referring agencies and community partners of upcoming sessions through emails, flyers, community meetings, etc.</p> <p>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.</p> <p>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.</p>
	<p><b>8. Intervention/Treatment:</b> <i>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?</i></p> <p>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.</p> <p>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.</p> <p>From the NREPP/SAMHSA website  <a href="https://nrepp.samhsa.gov/Legacy/ViewIntervention.aspx?id=302">https://nrepp.samhsa.gov/Legacy/ViewIntervention.aspx?id=302</a></p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
	<p>From the Guiding Good Choices website:  <a href="https://www.channing-bete.com/prevention-programs/guiding-good-choices/guiding-good-choices.html">https://www.channing-bete.com/prevention-programs/guiding-good-choices/guiding-good-choices.html</a></p> <p>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.</p> <p>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.</p> <p>From the NREPP/SAMHSA website  <a href="https://nrepp.samhsa.gov/ProgramProfile.aspx?id=1263">https://nrepp.samhsa.gov/ProgramProfile.aspx?id=1263</a></p> <p>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.</p> <p>From the STEP Publishers website  <a href="http://www.steppublishers.com/products/stepteen-kit">http://www.steppublishers.com/products/stepteen-kit</a></p> <p>GGC &amp; STEP are not intended for therapy or treatment services, the programs are appropriate for families who could benefit from an educational program.</p>
	<p><b>9. Best Practice Model:</b> <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>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.</p> <p>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</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)
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
<p>This Agreement is entered into by and between Department of Public Safety (<i>hereinafter referred to as DPS</i>), and <b>Brunswick County</b>, (<i>hereinafter referred to as the County</i>), <i>the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC)</i> and <b>Coastal Horizons Center, Inc.</b> (<i>hereinafter referred to as the Sponsoring Agency</i>).</p> <p>DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<b>Term of Agreement</b>	
<p>This Agreement shall become effective <b>Jul 1, 2018</b> and shall terminate <b>Jun 30, 2019</b>.</p>	
<b>Payment to Sponsoring Agency</b>	
<p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$27598 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<b>Availability of Funds:</b>	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<b>Responsibilities of the Parties</b>	
<p>DPS shall:</p> <ol style="list-style-type: none"> <li>1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;</li> <li>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 the JCPC Policy and Procedures;</li> <li>3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;</li> <li>4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;</li> <li>5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;</li> <li>6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and</li> <li>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.</li> </ol> <p>The Sponsoring Agency shall:</p> <ol style="list-style-type: none"> <li>1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the</li> </ol>	

- 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 the 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 the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
  6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
  7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC 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 JCPC Program Agreement 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 JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
  12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. §105-164.14(c); and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
  13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS 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;
  17. Indemnifies and holds 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 JCPC Program Agreement;
  18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement 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; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations: Program Operational Requirements*

#### **Sponsoring Agency Contractor(s)/Subcontractors**

- ☒ No, subcontractors are not included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. 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 Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a);143B-602;143B-851
3. Review and locally approve Program Agreement Revisions 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;
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 JCPC Policy 3. Operations: Program Oversight and Monitoring

*Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.*

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement

revisions;

3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS 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 Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

*Reference: 14B; Chapter 11; Subchapter B; 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; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements*

#### **Disbursements and Internal Controls**

##### **Reversion of Unexpended Funds**

Any remaining unexpended JCPC 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 your 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 will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 that the Sponsoring Agency does not have 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 and attached to the Program Agreement upon submission.

**Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

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 and attached to the Program Agreement.

**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 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 18-19
Item #	Justification	Expense	In Kind Expense
120	(John- \$25.71/per hr x 275 hours = \$7070.25) + (Erin - \$21.00/per hr x 300 hours = \$6300.00)	\$13,370	
120	Deeanna-\$32.20/per hr x 24 hours = \$772.8		\$773
180	Total Benefits (FICA, Group Insurance, Retirement, Unemployment, Workers Comp, Vacation) 27.9% of Full Time Salary(Erin,John)	\$3,730	
180	Total Benefits (FICA, Group Insurance, Retirement, Unemployment, Workers Comp, Vacation) 27.9% of Full Time Salary		\$216
220	Snacks & refreshments \$17.25/session x 31 sessions	\$535	
230	participant manuals (40-English/Spanish) @ \$16.99 each (- group discount)	\$614	
250	5180 Automobile expese	\$250	
310	5800 Travel-mileage	\$150	
320	5740 Telephone	\$311	
370	5120-Advertising Expense	\$7	
390	5160-Audit Expense	\$65	
390	5100-Administration charges	\$1,565	
390	Contracted Services Other- (5) Experiential Family Days	\$3,750	
410	5680-Rent	\$1,970	
410	School rental for program use (\$200 x 5 cycles)	\$775	
410	School rental for program use - waived and discounted fees -		\$5,313
450	5500-Insurance Prop/Liab 5510-Insurance-Vehicle	\$506	
<b>TOTAL</b>		<b>\$27,598</b>	<b>\$6,302</b>

Job Title	Annual Expense Wages	Annual In Kind Wages
John Dail, Prevention Specialist, Facilitate Program	\$6,300	
Erin Ditta, Prevention Coordinator, Coordinate, Facilitate, & Supervise Program	\$7,070	
Deeanna Hale-Holland, Prevention Director, Program & Staff Supervision		\$773
<b>TOTAL</b>	<b>\$13,370</b>	<b>\$773</b>

**SECTION VII****Program:** Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)**Fiscal Year:** FY 18-19**Number of Months:** 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$17,100</b>	<b>\$989</b>	<b>\$18,089</b>
120 Salaries & Wages	\$13,370	\$773	\$14,143
180 Fringe Benefits	\$3,730	\$216	\$3,946
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$1,399</b>		<b>\$1,399</b>
210 Household & Cleaning			\$0
220 Food & Provisions	\$535		\$535
230 Education & Medical	\$614		\$614
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials	\$250		\$250
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
<b>III. Current Obligations &amp; Services</b>	<b>\$5,848</b>		<b>\$5,848</b>
310 Travel & Transportation	\$150		\$150
320 Communications	\$311		\$311
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising	\$7		\$7
380 Data Processing			\$0
390 Other Services	\$5,380		\$5,380
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$3,251</b>	<b>\$5,313</b>	<b>\$8,564</b>
410 Rental or Real Property	\$2,745	\$5,313	\$8,058
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$506		\$506
490 Other Fixed Charges			\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$27,598</b>	<b>\$6,302</b>	<b>\$33,900</b>

<b>SECTION VIII</b>	<b>SOURCES OF PROGRAM REVENUE (ALL SOURCES)</b>
FY 18-19 Brunswick County Funding ID: 510-XXXX	
Sponsoring Agency: Coastal Horizons Center, Inc. Program: Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	

\$27,598	<b>DPS/JCPC Funds</b>	* This is the amount approved in your application
20%	<b>Local Match Rate</b>	Is the Local Match Rate 10%, 20% or 30%?
	<b>County Cash</b>	
	<b>Local Cash</b>	
	<b>Local Cash</b>	
	<b>Local In-Kind</b>	
\$6,302		In kind donated to Coastal Horizons Center (Specify Source)
	<b>Other</b>	
	<b>Other</b>	
	<b>Other</b>	
	<b>Other</b>	
\$33,900	<b>TOTAL</b>	\$5,520
		\$6,302
		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		
<b>FUNDING PERIOD:</b>	FY 18-19	<b>DPS/JCPC FUNDING # (cont only)</b>	510-XXXX
<b>COUNTY:</b>	Brunswick	<b>AREA:</b>	Central Area
<b>Multi-County:</b>	No	<b>Multi-Components</b>	No
<b>NAME OF PROGRAM:</b>		Providence Home	

<b>SPONSORING AGENCY:</b>	The Family Emergency Teen Shelter, Inc.		
<b>SPONSORING AGENCY PHYSICAL ADDRESS:</b>	5310 Doshier Cutoff SE Southport NC 28461		
<b>SPONSORING AGENCY MAILING ADDRESS:</b>	5310 Doshier Cutoff SE Southport NC 28461		
<b>TYPE:</b>	Non-Profit	<b>FEDERAL ID #</b>	56-1939867

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
21390	Providence Home	Temporary Shelter Care	\$ 64,616
Total cost of components:			\$ 64,616

### Program Manager Name & Address *(same person on signature page)*

<b>Name:</b>	Warren Mortley	<b>Title:</b>	Executive Director		
<b>Mailing Address:</b>	5310 Doshier Cutoff SE	<b>City:</b>	Southport	<b>Zip:</b>	28461
<b>Phone:</b>	(910) 457-0440	<b>Fax:</b>	(910) 457-9334	<b>E-mail:</b>	providencehome@bizec.rr.com

### Contact Person *(if different from program manager)*

<b>Name:</b>	Warren Mortley	<b>Title:</b>	Executive Director		
<b>Mailing Address:</b>	5310 Doshier Cutoff SE	<b>City:</b>	Southport	<b>Zip:</b>	28461
<b>Phone:</b>	(910) 457-0440	<b>Fax:</b>	(910) 457-9334	<b>E-mail:</b>	providencehome@bizec.rr.com

### Program Fiscal Officer *(cannot be program manager)*

<b>Name:</b>	James Straub	<b>Title:</b>	Treasurer		
<b>Mailing Address:</b>	5310 Doshier Cutoff SE	<b>City:</b>	Southport	<b>Zip:</b>	28461
<b>Phone:</b>	(910) 457-0440	<b>Fax:</b>		<b>E-mail:</b>	providencehome@bizec.rr.com

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21390	<p><b>NAME OF COMPONENT:</b> Providence Home</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>

<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components No					
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>			
<b>Component Name:</b> Providence Home				<b>Component ID #</b> 21390	
<b>What is this component's maximum client capacity at any given time?</b>				6	
Frequency of client contact per month:	72		Anticipated Average Length of Stay:	30	Days
Total Component Cost:	\$64,616	÷ by	Estimated # to be served during funding period:	20	
<b>Estimated Average Cost Per Youth:</b>			<b>\$3,231</b>		
Applies to continuation programs only.	Actual number of youth admitted FY 16-17:			25	
	10	Number of admissions Juvenile Justice Referred		40% 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
<b>NAME OF COMPONENT:</b>	Providence Home
<p><b>1. Statement of the Problem:</b> <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>According to the 2014-2015, Risk Assessment Report, Brunswick County youth are: Associating with other delinquent youth; displaying moderate to serious behavioral problems at school; have Parents/Guardians who have difficulty providing adequate supervision; have behavioral/emotional (Mental Health) needs; and the majority of youth are 12 years or older at the time of first complaint.</p>	
<p><b>2. Target Population:</b> <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>Youth, between the ages of 10 to 17, who are court-involved or at-risk of becoming court-involved.</p>	
<p><b>3. Program Goal(s):</b> <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>The mission of Providence Home is to provide safe shelter, care and guidance to all residents for up to a maximum of 90 days.</p>	
<p><b>4. Measurable Objective(s):</b> <i>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.</i></p> <p>90% Clients will participate in shelter care activities as indicated by the service plan.</p> <p>100% Clients will receive short term care with transition planning.</p> <p>80% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>100% Clients will receive crisis interventions/strategies as intended by the program design/service plan.</p> <p>90% Parents/legal guardians will participate with service planning as required by licensure.</p>	
<p><b>5. Elevated Risks and Needs:</b> <i>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.</i></p> <p>Providence Home will address the Elevated Risk and Needs of adjudicated youth by:</p> <p>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.</p> <p>Providing counseling for all residents three (3) times a week and conducting biweekly Plan of Care meetings with residents and their families. 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 upon discharge.</p> <p>Providing all residents 24 hour supervision by trained adult staff.</p> <p>Providing academic support for each resident through the monitoring and assisting with homework assignments and maintaining close contact with teachers and guidance counselors. Providence Home will also address truancy issues</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Providence Home
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)
<b>NAME OF COMPONENT:</b>	Providence Home
<p><b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i></p> <p>5310 Doshier Cutoff SE, Southport, NC 28461  Program services are delivered at the above address.</p>	
<p><b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i></p> <p>Providence Home operates 24 hours a day, 365 days a year.</p>	
<p><b>3. Staff Positions:</b> <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>Executive Director has 19 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 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 15 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.  Both couples have prior work experience working in group homes and each couple has a person with a Bachelors degrees from college.</p>	
<p><b>4. Service Type SPEP:</b> <i>Describe implementation to include:</i></p> <p>This program is a STRUCTURE ONLY.</p>	
<p><b>5. Admission Process:</b> <i>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.</i></p> <p>For admission, the youth must meet the following Admission criteria:</p> <ol style="list-style-type: none"> <li>1. Parents/Legal Guardian and child must be a resident of Brunswick County, NC.</li> <li>2. Child must be between the ages of ten (10) and seventeen (17).</li> <li>3. Child must not be known to be a danger to himself/herself or others, or in need of therapeutic care.</li> <li>4. Child must not be known to be addicted to illegal drugs, or in need of treatment for the same.</li> <li>5. Child must be eligible and attend public school daily.</li> <li>6. Parents/Legal Guardian must grant permission for the child to become a resident of Providence Home</li> <li>7. Parent/ Legal Guardian and child must sign Admission Agreement, committing to abide by the rules of the Providence Home program.</li> </ol> <p>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.</p>	
<p><b>6. Termination Process:</b> <i>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.</i></p> <p>Residents are discharged after the maximum length of stay (90) days or when determined by the responsible parties to</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Providence Home
<p>be in the best interest of the youth.</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. The last date of program contact;</li> <li>2. The reason for termination:               <ol style="list-style-type: none"> <li>a) Successful Completion: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals.</li> <li>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.</li> <li>c) Unsuccessful Completion: Failure to meet specific goals and requirements described in the participation agreement or make sufficient progress in the program.</li> <li>d) Non-Compliance: Unexcused absences shall or refusing to participate in treatment activities;</li> </ol> </li> <li>3. The names of persons and agencies receiving notice of a juvenile's termination; and</li> <li>4. The name of the program staff person completing the documentation.</li> </ol> <p>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.</p> <p>For discharge, youth must meet the following criteria:</p> <ol style="list-style-type: none"> <li>1 The child has successfully met the goals outlined in their Plan of Care.</li> <li>2Parent/Legal Guardian and child refuse to comply with program requirements and rules</li> <li>3Parent/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 &amp; supervision.</li> <li>4The child is in violation of health codes or licenses governing Providence Home.</li> </ol> <p><i>How is the referring agency involved with the termination process?</i></p> <p>Providence Home consults with all referral agencies/Parent/Legal Guardians prior to or upon termination of a resident.</p> <p>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.</p> <p>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.</p>	
<p><b>7. Referring Agency Interaction:</b> <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Providence Home
<p>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.</p> <p>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.</p>	
<p><b>8. Intervention/Treatment:</b> <i>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?</i></p> <p>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 reinforcement, 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.</p>	
<p><b>9. Best Practice Model:</b> <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>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).</p>	

SECTION V	Terms of Agreement
<p>This Agreement is entered into by and between Department of Public Safety (<i>hereinafter referred to as DPS</i>), and <b>Brunswick County</b>, (<i>hereinafter referred to as the County</i>), <i>the County's Juvenile Crime Prevention Council</i> (<i>hereinafter referred to as the JCPC</i>) and <b>The Family Emergency Teen Shelter, Inc.</b> (<i>hereinafter referred to as the Sponsoring Agency</i>).</p> <p>DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<b>Term of Agreement</b>	
<p>This Agreement shall become effective <b>Jul 1, 2018</b> and shall terminate <b>Jun 30, 2019</b>.</p>	
<b>Payment to Sponsoring Agency</b>	
<p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$12000 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<b>Availability of Funds:</b>	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<b>Responsibilities of the Parties</b>	
<p>DPS shall:</p> <ol style="list-style-type: none"> <li>1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;</li> <li>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 the JCPC Policy and Procedures;</li> <li>3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;</li> <li>4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;</li> <li>5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;</li> <li>6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and</li> <li>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.</li> </ol> <p>The Sponsoring Agency shall:</p> <ol style="list-style-type: none"> <li>1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the</li> </ol>	

- 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 the 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 the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
  6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
  7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC 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 JCPC Program Agreement 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 JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
  12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. §105-164.14(c); and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
  13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS 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;
  17. Indemnifies and holds 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 JCPC Program Agreement;
  18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement 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; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations: Program Operational Requirements*

#### **Sponsoring Agency Contractor(s)/Subcontractors**

- ☒ No, subcontractors are not included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. 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 Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a);143B-602;143B-851
3. Review and locally approve Program Agreement Revisions 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;
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 JCPC Policy 3. Operations: Program Oversight and Monitoring

*Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.*

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement

revisions;

3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS 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 Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

*Reference: 14B; Chapter 11; Subchapter B; 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; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements*

#### **Disbursements and Internal Controls**

##### **Reversion of Unexpended Funds**

Any remaining unexpended JCPC 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 your 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 will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 that the Sponsoring Agency does not have 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 and attached to the Program Agreement upon submission.

**Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

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 and attached to the Program Agreement.

**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 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 18-19
Item #	Justification	Expense	In Kind Expense
120	Salaries & Wages (See detail below under Job Title; Formula= approx. one third of total cost)	\$59,000	
180	Fringe Benefits: Employer contributes to assist employees (6) with dental and accidental death insurance insurance; (Formula =approx. one half of total cost)	\$2,453	
250	Vehicle Supplies & Materials (Includes - Gas, Tires, Maintenance; Formula=approx. one half of total cost)	\$300	
330	Utilities (Tel, Water,Elec, Cable, Fuel, Internet; Formula= approx. one third of total cost)	\$1,000	
440	Services & Manintenance Contracts (Cleaning, Copier Lease, Security System, Pest Control Svc; Formula=approx. one half of total cost)	\$1,863	
<b>TOTAL</b>		<b>\$64,616</b>	

Job Title	Annual Expense Wages	Annual In Kind Wages
Residential Child Care Workers (4) @ \$2416 per month; 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.	\$29,000	
Executive Director: @ \$833 per mo.; Management of JCPC program, supervises direct care staff, attend meetings, develop and monitor program services, evaluate effectiveness of program services	\$10,000	
Administrative Assistant: @ \$416.70 per mo.; Support preparation of JCPC Agreement, NC ALLIES data input, report preparation: Measurable Objectives, Client Tracking, 3Q & Final Accounting Reports	\$5,000	
Counselor/Case Manager: @ \$1250 per mo; Part-Time 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	
<b>TOTAL</b>	<b>\$59,000</b>	

**SECTION VII****Program:** Providence Home**Fiscal Year:** FY 18-19**Number of Months:** 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$61,453</b>		<b>\$61,453</b>
120 Salaries & Wages	\$59,000		\$59,000
180 Fringe Benefits	\$2,453		\$2,453
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$300</b>		<b>\$300</b>
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
<b>III. Current Obligations &amp; Services</b>	<b>\$1,000</b>		<b>\$1,000</b>
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities	\$1,000		\$1,000
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$1,863</b>		<b>\$1,863</b>
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
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$64,616</b>		<b>\$64,616</b>

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 18-19 Brunswick County Funding ID: 510-XXXX			
Sponsoring Agency: The Family Emergency Teen Shelter, Inc. Program: Providence Home			
\$12,000	<b>DPS/JCPC Funds</b>	* This is the amount approved in your application	
20%	<b>Local Match Rate</b>	Is the Local Match Rate 10%, 20% or 30%?	
\$35,000	<b>County Cash</b>	Brunswick County	<i>(Specify Source)</i>
\$17,616	<b>Local Cash</b>	Donations, Grants, Fundraisers, Stores	<i>(Specify Source)</i>
	<b>Local Cash</b>		<i>(Specify Source)</i>
	<b>Local In-Kind</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
\$64,616	<b>TOTAL</b>	\$2,400	\$52,616
		Required Local Match	Match Provided

<b>Authorizing Official, Department of Public Safety</b>	<b>Date</b>
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*The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.*

<b>Chair, County Board of Commissioners or County Finance Director</b>	<b>Date</b>
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*The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.*

<b>Chair, Juvenile Crime Prevention Council</b>	<b>Date</b>
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<b>Program Manager</b>	<b>Date</b>
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# North Carolina Department of Public Safety

## JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
<b>FUNDING PERIOD:</b>	FY 18-19	<b>DPS/JCPC FUNDING # (cont only)</b>	510-XXXX
<b>COUNTY:</b>	Brunswick	<b>AREA:</b>	Central Area
<b>Multi-County:</b>	No	<b>Multi-Components</b>	No
<b>NAME OF PROGRAM:</b>		Brunswick County Restitution and Community Service Program	

<b>SPONSORING AGENCY:</b>	Brunswick County Cooperative Extension Office		
<b>SPONSORING AGENCY PHYSICAL ADDRESS:</b>	25 Referendum Drive Bolivia NC 28422		
<b>SPONSORING AGENCY MAILING ADDRESS:</b>	PO Box 109 Bolivia NC 28422		
<b>TYPE:</b>	Public	<b>FEDERAL ID #</b>	56-1868622

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
21389	Brunswick County Restitution Program	Restitution/Community Service	\$ 71,478
		<b>Total cost of components:</b>	\$ 71,478

### Program Manager Name & Address *(same person on signature page)*

<b>Name:</b>	Mark Blevins	<b>Title:</b>	County Extension Director		
<b>Mailing Address:</b>	NC Cooperative Extension PO Box 109	<b>City:</b>	Bolivia	<b>Zip:</b>	28422
<b>Phone:</b>	(910) 253-2610	<b>Fax:</b>	(910) 253-2612	<b>E-mail:</b>	mark_blevins@ncsu.edu

### Contact Person *(if different from program manager)*

<b>Name:</b>	Anita Handler	<b>Title:</b>	Program Coordinator		
<b>Mailing Address:</b>	PO Box 109	<b>City:</b>	Bolivia	<b>Zip:</b>	28422
<b>Phone:</b>	(910) 253-2610	<b>Fax:</b>	(910) 253-2612	<b>E-mail:</b>	ext.restitution@brunswickcountync.gov

### Program Fiscal Officer *(cannot be program manager)*

<b>Name:</b>	Julie Miller	<b>Title:</b>	Director of Fiscal Operations		
<b>Mailing Address:</b>	PO Box 249	<b>City:</b>	Bolivia	<b>Zip:</b>	28422
<b>Phone:</b>	(910) 253-2070	<b>Fax:</b>	(910) 253-2070	<b>E-mail:</b>	julie.miller@brunswickcountync.gov

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21389	<p><b>NAME OF COMPONENT:</b> Brunswick County Restitution Program</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>

<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components No					
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>			
<b>Component Name:</b> Brunswick County Restitution Program					<b>Component ID #</b> 21389
<b>What is this component's maximum client capacity at any given time?</b>					130
Frequency of client contact per month:	4		Anticipated Average Length of Stay:	5	Days
Total Component Cost:	\$71,478	÷ by	Estimated # to be served during funding period:	130	
<b>Estimated Average Cost Per Youth:</b>			\$550		
Applies to continuation programs only.	Actual number of youth admitted FY 16-17:			89	
	18	Number of admissions Juvenile Justice Referred		20.22% 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
<b>NAME OF COMPONENT:</b>	Brunswick County Restitution Program
<p><b>1. Statement of the Problem:</b> <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>According to the most recent NCDJJDP Databook for Brunswick County (2016), there were 409 Juvenile complaints with a delinquent rate 32.30 per 1000 age 6-15 with 240 JCPC Youth Served that year. In Fiscal Year 2015-16 a vast majority of these youth received complaints ranging from class 1 to class 3 (total of 340 complaints). Juveniles who were placed on diversion contracts or adjudicated delinquent or undisciplined were considered to have committed minor offense which resulted in a Level I or II court sanction for community service or restitution.</p> <p>These youth need a program that teaches life skills and meets the requirements for court sanctions.</p>	
<p><b>2. Target Population:</b> <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>The target population is juveniles ages 7-17. 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.</p>	
<p><b>3. Program Goal(s):</b> <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>The program seeks to:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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. In FY 16-17, 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 in a timely manner.</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Brunswick County Restitution Program
<p>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.</p>	
<p><b>4. Measurable Objective(s):</b> <i>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.</i></p> <p>85% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>90% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>90% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>85% Clients will have no new complaints with an offense date after the admission date.</p> <p>85% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.</p> <p>90% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>88% Clients will demonstrate accountability by actively participating in restitution/community service activities.</p>	
<p><b>5. Elevated Risks and Needs:</b> <i>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.</i></p> <p>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.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Brunswick County Restitution Program
<p><b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i></p> <p>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.</p> <p>Starting in summer of 2014, off-site opportunities have been offered to program clients. These locations are determined based on identified needs in the community and where current clients reside (to reduce transportation issues). Off-site programs are most heavily run in Leland, Southport, Shallotte, and Ocean Isle, with new locations being sought out by off-site coordinator as needed, based on client geography.</p>	
<p><b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i></p> <p>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.</p> <p>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, and 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.</p> <p>Intake interviews occur when staff are in the building 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 accomodate scheduled meetings outside those times. Any client calls are returned at the earliest available time.</p>	
<p><b>3. Staff Positions:</b> <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>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.</p> <p>The Program Manager/Extension Director (Mark Blevins/In-Kind) possesses a Masters in Extension Education. The Program Manager is responsible to: 1-Provide direct oversight of program operation &amp; 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.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Brunswick County Restitution Program
	<p>Program Coordinator approx. 881 hrs/yr @ \$18.75/hr (Anita Handler) She has a BS degree in Business Management. The Program Coordinator is responsible for working with referred juveniles directed to pay restitution to victims or earn community services hours. She is responsible to maintain 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. She attends all required meetings.</p> <p>Program Youth Activity Director approx. 520 hrs/yr @\$17.75/hr (Monica Bender) The Program Youth Activities Director has a degree in criminal justice. She has been the Activity Director since 2007. She directly supervises the youths, assists in reports to both the referring agencies &amp; parents.</p> <p>Off-Site Activities Director approx. 805 hrs/yr @\$17.75/hr (Bob Breen) 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. Bob has an extensive law enforcement and community outreach background.</p> <p>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.</p>
	<p><b>4. Service Type SPEP:</b> <i>Describe implementation to include:</i></p> <p>Primary Service: Restitution / Community Service; Secondary Service: None</p>
	<p><b>5. Admission Process:</b> <i>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.</i></p> <p>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 child in for the Intake interview and explain our program.</p> <p>The Referral agencies whom we work with are familiar with our admissions criteria. The children in our program are between the ages of 7 and 17, inclusive and have been accused of committing an offence which would constitute a crime. They are currently residing in Brunswick County.</p> <p>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.</p>
	<p><b>6. Termination Process:</b> <i>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.</i></p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Brunswick County Restitution Program
	<p>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 original mailed to the parent(s)/legal guardian(s). Copies of the termination notification will be placed in the juvenile's file.</p> <p>The possible termination reasons are as follows:</p> <ol style="list-style-type: none"> <li>1) Successful Completion: Indicates a high level of juvenile participation,</li> <li>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.</li> <li>3) Unsuccessful Completion: Failure to meet the specific goals and requirements described in the participation agreement or make sufficient progress in the program.</li> <li>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.</li> </ol> <p>Examples of reasons for unsuccessful case terminations:</p> <p>Criminal activity during program: vandalism, theft, misuse of county property, etc.</p> <p>Continued defiance of directives from staff and volunteers</p> <p>Repeated violations of rules;</p> <p>Violations of safety rules</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>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.</p> <p>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.</p> <p>Parents/guardians are mailed a termination form, and a copy sent to the referring agency, and a copy kept in the clients' closed files.</p>
	<p><b>7. Referring Agency Interaction:</b> <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>The program coordinator is in contact continually, via email, and by telephone, and on occasion, in person, with the 13th Judicial District.</p> <p>Monthly, staff will see the Teen Court staff at JCPC meetings, and/or Teen Court.</p> <p>Peer Court staff are talked to via the phone weekly, as long as they have clients enrolled in our program. We will provide progress reports on their referrals' attendance, and behavior.</p> <p>A 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</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Brunswick County Restitution Program
	<p>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.</p>
	<p><b>8. Intervention/Treatment:</b> <i>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?</i></p> <p>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.</p> <p>Notations are made on client note sheet, to document any problems/incidents; documentation is kept in the client folder. 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.</p> <p>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.</p>
	<p><b>9. Best Practice Model:</b> <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>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).</p> <p>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.</p> <p>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.</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Brunswick County Restitution Program
	<p>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.</p>

SECTION V	Terms of Agreement
<p>This Agreement is entered into by and between Department of Public Safety (<i>hereinafter referred to as DPS</i>), and <b>Brunswick County</b>, (<i>hereinafter referred to as the County</i>), <i>the County's Juvenile Crime Prevention Council</i> (<i>hereinafter referred to as the JCPC</i>) and <b>Brunswick County Cooperative Extension Office</b> (<i>hereinafter referred to as the Sponsoring Agency</i>).</p> <p>DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<b>Term of Agreement</b>	
<p>This Agreement shall become effective <b>Jul 1, 2018</b> and shall terminate <b>Jun 30, 2019</b>.</p>	
<b>Payment to Sponsoring Agency</b>	
<p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$49640 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<b>Availability of Funds:</b>	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<b>Responsibilities of the Parties</b>	
<p>DPS shall:</p> <ol style="list-style-type: none"> <li>1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;</li> <li>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 the JCPC Policy and Procedures;</li> <li>3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;</li> <li>4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;</li> <li>5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;</li> <li>6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and</li> <li>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.</li> </ol> <p>The Sponsoring Agency shall:</p> <ol style="list-style-type: none"> <li>1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the</li> </ol>	

- 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 the 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 the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
  6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
  7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC 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 JCPC Program Agreement 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 JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
  12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. §105-164.14(c); and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
  13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS 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;
  17. Indemnifies and holds 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 JCPC Program Agreement;
  18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement 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; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations: Program Operational Requirements*

#### **Sponsoring Agency Contractor(s)/Subcontractors**

- ☒ No, subcontractors are not included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. 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 Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a);143B-602;143B-851
3. Review and locally approve Program Agreement Revisions 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;
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 JCPC Policy 3. Operations: Program Oversight and Monitoring

*Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.*

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement

revisions;

3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS 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 Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

*Reference: 14B; Chapter 11; Subchapter B; 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; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements*

#### **Disbursements and Internal Controls**

##### **Reversion of Unexpended Funds**

Any remaining unexpended JCPC 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 your 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 will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 that the Sponsoring Agency does not have 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 and attached to the Program Agreement upon submission.

**Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

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 and attached to the Program Agreement.

**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 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 18-19
Item #	Justification	Expense	In Kind Expense
120	Part time staff: Program Coordinator, On-site Activities Director, Off-site Activities Director	\$40,038	
120	In-Kind Contribution - Management, Administration, Program Activities by NCCE Staff		\$5,975
120	In-Kind contribution by Master Gardener volunteers at \$22.99 per hr, 5 hr per week for 46 weeks(avg. 3 volun./wk)		\$15,863
180	FICA 7.65%	\$3,063	
220	Drink and snacks for the clients (Saturday events, and Off-site programs,)	\$909	
240	Construction and repairs on the facility(Repairs to greenhouse/hoophouse, exclusion fence, and 3 existing tool sheds/potting house)	\$850	
290	Other supplies and materials (misc. gardening/building supplies)	\$1,400	
310	Training Expenses for staff (10 hrs training, 3 registration, travel costs, NCACRP membership)	\$200	
310	Mileage reimbursements for Offsite Activity Director @County Travel rate	\$800	
350	Repairs and maintenance on variety of garden and construction power equipment /tools(repair or maintenance)	\$250	
390	Restitution Bank at \$7.50 an hour	\$2,000	
450	Medical insurance for clients(minimum. Liability insurance is furnished by Brunswick County	\$130	
<b>TOTAL</b>		<b>\$49,640</b>	<b>\$21,838</b>

Job Title	Annual Expense Wages	Annual In Kind Wages
In-Kind contribution by Master Gardener volunteers at \$22.99 per hour		\$15,863
Part Time Staff: Program Coordinator, On-Site Activities Director, Off-Site Activities Director	\$40,038	
In-Kind Extension Staff - Management, Finance, Program Delivery		\$5,975
<b>TOTAL</b>	<b>\$40,038</b>	<b>\$21,838</b>

**SECTION VII****Program:** Brunswick County Restitution and Community Service Program**Fiscal Year:** FY 18-19**Number of Months:** 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$43,101</b>	<b>\$21,838</b>	<b>\$64,939</b>
120 Salaries & Wages	\$40,038	\$21,838	\$61,876
180 Fringe Benefits	\$3,063		\$3,063
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$3,159</b>		<b>\$3,159</b>
210 Household & Cleaning			\$0
220 Food & Provisions	\$909		\$909
230 Education & Medical			\$0
240 Construction & Repair	\$850		\$850
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials	\$1,400		\$1,400
<b>III. Current Obligations &amp; Services</b>	<b>\$3,250</b>		<b>\$3,250</b>
310 Travel & Transportation	\$1,000		\$1,000
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance	\$250		\$250
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$2,000		\$2,000
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$130</b>		<b>\$130</b>
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$130		\$130
490 Other Fixed Charges			\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$49,640</b>	<b>\$21,838</b>	<b>\$71,478</b>

<b>SECTION VIII</b>	<b>SOURCES OF PROGRAM REVENUE (ALL SOURCES)</b>
FY 18-19 Brunswick County Funding ID: 510-XXXX	
Sponsoring Agency: Brunswick County Cooperative Extension Office Program: Brunswick County Restitution and Community Service Program	

\$49,640	<b>DPS/JCPC Funds</b>	* This is the amount approved in your application
20%	<b>Local Match Rate</b>	Is the Local Match Rate 10%, 20% or 30%?
	<b>County Cash</b>	
	<b>Local Cash</b>	
	<b>Local Cash</b>	
\$15863	<b>Local In-Kind 1</b>	Extension Master Gardener Volunteer hours
\$5975	<b>Local In-Kind 2</b>	Cooperative Extension staff - management, administration, program delivery
	<b>Other</b>	
	<b>Other</b>	
	<b>Other</b>	
	<b>Other</b>	
\$71,478	<b>TOTAL</b>	\$9,928
		\$21,838
		Required Local Match
		Match Provided

<b>Authorizing Official, Department of Public Safety</b>	<b>Date</b>
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The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

<b>Chair, County Board of Commissioners or County Finance Director</b>	<b>Date</b>
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The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

<b>Chair, Juvenile Crime Prevention Council</b>	<b>Date</b>
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<b>Program Manager</b>	<b>Date</b>
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# North Carolina Department of Public Safety

## JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
<b>FUNDING PERIOD:</b>	FY 18-19	<b>DPS/JCPC FUNDING # (cont only)</b>	510-XXXX
<b>COUNTY:</b>	Brunswick	<b>AREA:</b>	Central Area
<b>Multi-County:</b>	No	<b>Multi-Components</b>	No
<b>NAME OF PROGRAM:</b>		Teen Court 13th District	

<b>SPONSORING AGENCY:</b>	Communities In Schools of Brunswick County, Inc.		
<b>SPONSORING AGENCY PHYSICAL ADDRESS:</b>	8520 River Road Southport NC 28461		
<b>SPONSORING AGENCY MAILING ADDRESS:</b>	PO Box 10087 Southport NC 28461		
<b>TYPE:</b>	Non-Profit	<b>FEDERAL ID #</b>	56-1921263

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
21198	Teen Court 13th District	Teen Court	\$ 86,610
		<b>Total cost of components:</b>	\$ 86,610

### Program Manager Name & Address *(same person on signature page)*

<b>Name:</b>	Bonnie Jordan	<b>Title:</b>	CIS Executive Director		
<b>Mailing Address:</b>	PO Box 10087	<b>City:</b>	Southport	<b>Zip:</b>	28461
<b>Phone:</b>	(910) 832-3360	<b>Fax:</b>	(910) 832-2293	<b>E-mail:</b>	bjordan@cisbrunswick.org

### Contact Person *(if different from program manager)*

<b>Name:</b>	Jamie Duesing	<b>Title:</b>	Teen Court Director		
<b>Mailing Address:</b>	310 Government Center Dr. Unit 2	<b>City:</b>	Bolivia	<b>Zip:</b>	28422
<b>Phone:</b>	(910) 253-4087	<b>Fax:</b>	(910) 253-3928	<b>E-mail:</b>	teen.court@brunswickcountync.gov

### Program Fiscal Officer *(cannot be program manager)*

<b>Name:</b>	LaVora Washington	<b>Title:</b>	CIS Finance Officer		
<b>Mailing Address:</b>	PO Box 10087	<b>City:</b>	Southport	<b>Zip:</b>	28461
<b>Phone:</b>	(910) 832-2914	<b>Fax:</b>	(910) 832-2293	<b>E-mail:</b>	lwashington@cisbrunswick.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
21198	<p><b>NAME OF COMPONENT:</b> Teen Court 13th District</p> <p><b>BRIEF DESCRIPTION:</b> 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.</p>

<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components No					
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>			
<b>Component Name:</b> Teen Court 13th District					<b>Component ID #</b> 21198
<b>What is this component's maximum client capacity at any given time?</b>					20
Frequency of client contact per month:	4		Anticipated Average Length of Stay:	100	Days
Total Component Cost:	\$86,610	÷ by	Estimated # to be served during funding period:	79	
<b>Estimated Average Cost Per Youth:</b>			<b>\$1,096</b>		
Applies to continuation programs only.	Actual number of youth admitted FY 16-17:			58	
	17	Number of admissions Juvenile Justice Referred		29.31% of total admissions	
	27	Number of admissions Law Enforcement Referred		46.55% of total admissions	
	13	Number of admissions District Court Referred		22.41% of total admissions	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Teen Court 13th District
<p><b>1. Statement of the Problem:</b> <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>The juvenile court system in Brunswick County lacks court diversion programs for first-time offenders. NC DPS Division of Juvenile Justice County Databook 2016 showed 409 total delinquent complaints with a delinquent rate of 32.30 per 1,000 youth ages 6-15. Of the 409 complaints, 340 were minor Class 1-3 offenses. The DPI Consolidated Data Report 2016-17 showed Brunswick County Schools had 21 reportable crimes or 5.22 per 1,000 students. The 2016 Brunswick County Health Risk and Needs Assessment revealed that substance abuse and mental health issues are a priority area. County Risk and Assessment Data shows 59% of youth are low risk offenders. Teen Court offers an alternative to the traditional juvenile court system and an opportunity for first time offenders to admit guilt, complete constructive sentencing, and avoid a court record. Teen Court provides intervention and support to the juvenile and parent/guardian.</p> <p>The 2014-15 Brunswick County Risk and Needs Assessment for a six year period shows 83% of youth were age 12 or older, the population Teen Court is designed to serve, at the time of their first delinquent offense alleged in a complaint. 96% of youth reported moderate to serious school behavior problems. 80 % reported they sometimes or regularly associate with negative/delinquent peers. 68% of parents/guardians report marginal or inadequate supervision skills. 64% report a parent/guardian/sibling criminal history, being on probation, or current/past incarceration. 17% of defendants report some substance use and need for further assessment or treatment. These factors reveal juveniles and families in need of intervention, not just legal sanctions.</p> <p>Teen Court provides comprehensive intake, assessment and constructive sentencing. The juvenile and parents are afforded a multi-faceted plan including Peer Circles, Parent Education, Drug or Alcohol assessment/treatment, on-line marijuana classes, community service, restitution planning, Street Safe course for those with traffic offenses, essays/ apology letters, future jury duty, and monitoring of school attendance and academic performance. Success in completing sentencing and parent's adherence to attending educational groups is tracked and the juvenile is tracked one year post-sentencing completion to determine recidivism (2016/17 rate was 3.0%). Teen Court addresses the continuum of needs in Brunswick County by (1) successfully addressing the needs of a population that did not have any diversion options previously (2) saving the county a minimum of \$2,000 per case diverted from juvenile court (3) providing a venue to address both juvenile and family needs that focuses on preventing further offending (4) allowing for cost-effective disposition of juvenile cases to free up court time for more serious offenses (5) providing an opportunity for effective collaboration between service providers to intervene with low risk juvenile offenders and not duplicate other county services.</p>	
<p><b>2. Target Population:</b> <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>Target population is youth, ages 12-17, 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 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.</p>	

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<p>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 each Brunswick County middle 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.</p>	
<p><b>3. Program Goal(s):</b> <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>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. Parents will be required to attend counseling/educational sessions to help them learn parenting skills, disciplinary techniques, and communication skills in addition to problem solving current areas of concern.</p>	
<p><b>4. Measurable Objective(s):</b> <i>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.</i></p> <p>90% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>90% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>90% Clients will have no new complaints with an offense date after the admission date.</p> <p>90% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>90% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>90% Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation.</p>	
<p><b>5. Elevated Risks and Needs:</b> <i>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.</i></p> <p>The 2014-15 Division of Adult Correction and Juvenile Justice Brunswick County Risk and Needs Assessment shows an elevated risk and need for adjudicated juveniles to have intervention related to (1) 80% having some or regular association with delinquent peers (2) 96% having moderate to serious school problems including absences/suspensions (3) 17% having a substance abuse assessment or treatment (4) 74% having mental health needs addressed or assessed. The DPI Consolidated Data Report 2016/17 reports Brunswick County Schools had 1,734</p>	

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<b>NAME OF COMPONENT:</b>	Teen Court 13th District
<p>short term student suspensions. Teen Court addresses these risk factors and needs in several ways:</p> <p>Defendants are required to fulfill sentencing obligations that engage them in positive social situations and promote pro-social behaviors including community service, letters of apology, Peer Circle participation, and serving as a juror at future Teen Court sessions. Juveniles are required to attend school, maintain satisfactory academic performance and show positive conduct, with compliance tracked through the Teen Court program. Those with mental health or substance abuse issues are referred to a community partner for mental health or drug/alcohol screening, assessment, and treatment. Conflict Resolution classes are also offered. Each juvenile presents a unique combination of factors that contribute to his/her delinquency. Teen Court develops, implements, and tracks an intervention plan and sentencing requirements for each juvenile, including tracking the juvenile for one year post-sentence completion to determine recidivism.</p> <p>The Risk and Needs Assessment identified parents of adjudicated juveniles reporting marginal or inadequate family supervision skills at a combined rate of 68%. Additionally 64% of juveniles' parents/guardians or siblings had a criminal history and were currently or previously incarcerated. Addressing the needs of both the juvenile and family is key to the success of the Teen Court program. Parents must attend educational classes and/or parenting groups to be educated on the importance of peer relationships and develop the skills and confidence to help their teens establish new patterns of behavior. By holding both the juvenile and family accountable for successful sentencing completion, a shared sense of purpose is established and they can begin working 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. Working collaboratively with multiple community partners to put together a well developed, multi-faceted plan to address juvenile/family needs, Teen Court avoids service duplication, maximizing use of all available resources to increase the success of participants. The recidivism rate for Teen Court defendants for 2016/17 was only 3.0%.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Teen Court 13th District
<p><b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i></p> <p>All Teen Court proceedings take place in courtrooms at the Brunswick County Courthouse, located at 310 Government Center Drive, Bolivia, NC 28422</p>	
<p><b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i></p> <p>Teen Court Director and 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 is 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.</p>	
<p><b>3. Staff Positions:</b> <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>The Teen Court Director has a Bachelor Degree in Spanish and History. She has experience as an Event Coordinator and worked prior to becoming the Teen Court Director as the Teen Court Administrative Assistant where she excelled during her short tenure in the position. She is able to speak and write in Spanish.</p> <p>The Teen Court Administrative Assistant has a Bachelor Degree in Criminal Justice and worked for 15 years as a U.S. Senior Probation Officer, working first in Los Angeles and then in Raleigh, North Carolina. She brings a strong professional background to this support position.</p> <p>Adult volunteers include local attorneys, judges and members of civic clubs who have legal backgrounds and assist as judges, attorney trainers, jury monitors, community service monitors and community role models.</p> <p>The Finance Officer has 30+ years of experience as an accountant, auditor and grants manager. She holds a Bachelor of Science degree in Business Administration and Accounting and has worked for non-profit, for-profit, and government entities.</p> <p>The Program Operations Officer has 10 years of experience in non-profit program management and a Bachelor degree in Family and Community Services.</p> <p>The Program Operations Officer 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 securing and ensuring all other funding sources and in-kind supports are in place to support the program.</p> <p>The Finance Officer manages payroll for Teen Court staff, handles monthly revenue and expense reports, and prepares billing to the NC Administrative Office of the Courts for reimbursement of NCAOC contract expenses related</p>	

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<p>to Teen Court.</p> <p>The Teen Court Director is responsible for all aspects of the program: interviewing defendants/parents, recruiting and training volunteers, collecting data, scheduling counseling/education/support sessions, evaluating defendants through completion of program and reporting outcomes to stakeholders.</p> <p>The Administrative Assistant is responsible for managing the parenting program and various administrative duties.</p> <p>The Parenting Facilitator holds a Master Degree in Social Work, a BS in Criminal Justice and certifications in Crisis Counseling and Post Traumatic Stress Management. She is a Licensed School Social Worker. She has over 15 years of experience working as a counselor in the fields of anger management, domestic violence, sexual assault, and group counseling.</p> <p>The Peer Circle Facilitator holds a Master Degree in Counseling, a BA in Psychology and a certification in Substance Abuse Counseling. She is a Licensed Counseling Addiction Specialist (LCAS) and Licensed Professional Counselor (LPCA). She has over 17 years of experience working as a counselor in the field of anger management, domestic violence, sexual assault, and group counseling. She has worked for 10 years with Conflict Resolution.</p>	
<p><b>4. Service Type SPEP:</b> <i>Describe implementation to include:</i></p> <p>This program is a STRUCTURE ONLY.</p>	
<p><b>5. Admission Process:</b> <i>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.</i></p> <p>Target population is youth 12-17, who have been 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 their 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 will be set for the offender at this appointment during which a sentence will be delivered by a jury of the offender's peers.</p> <p>Upon arrival to Teen Court, the juvenile meets with students assigned as his/her attorneys and their adult attorney mentor. The trial, designed to mirror a genuine court proceeding, begins and mitigating/ aggravating factors are presented. The sentence 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, assessments for counseling/drug use, and attending educational workshops.</p> <p>Offenders must complete their sentence within a maximum of 90 days, stay in school and not re-offend during their stay in Teen Court. Parents are required to attend intake, attend court with their child, and complete assigned counseling/educational sessions.</p> <p>A referral will not be accepted if the offender is over 17 years of age at the time of offense, if the offender and parent/guardian are not willing or able to complete all requirements of the Teen Court process or if the offender has a record</p>	

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	<p>of prior offenses. If upon further inquiry an offense is outside the parameters of offenses intended to be diverted to Teen Court, a referral to Juvenile Court would be necessitated. If a juvenile fails to complete his/her sentencing terms as required, his/her case is sent back to referring agency for further disposition.</p>
	<p><b>6. Termination Process:</b> <i>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.</i></p> <p>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.</p> <p>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</p> <p>Other terminations include:</p> <ul style="list-style-type: none"> <li>oRefusal to participate in the program (at which point the offender is referred back to initial referring agency)</li> <li>oMoving out of the state</li> <li>oInvoluntary commitment of the offender</li> </ul> <p><i>How is the referring agency involved with the termination process?</i></p> <p>Court Intake Counselor, Law Enforcement, and/or District Attorney's Office are notified of successful sentence completion. Any action other than a successful completion is reviewed with the referring agency, Parent, and Juvenile.</p>
	<p><b>7. Referring Agency Interaction:</b> <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>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.</p>
	<p><b>8. Intervention/Treatment:</b> <i>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?</i></p> <p>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 classes will be required for those with a marijuana related offense.</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Teen Court 13th District
<p>By requiring parent responsibility 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.</p>	
<p><b>9. Best Practice Model:</b> <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>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, operations and case management, and program evaluation. Guidelines were developed to promote best practices, effectiveness, and program accountability."</p> <p>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.</p>	

SECTION V	Terms of Agreement
<p>This Agreement is entered into by and between Department of Public Safety (<i>hereinafter referred to as DPS</i>), and <b>Brunswick County</b>, (<i>hereinafter referred to as the County</i>), <i>the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC)</i> and <b>Communities In Schools of Brunswick County, Inc.</b> (<i>hereinafter referred to as the Sponsoring Agency</i>).</p> <p>DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<b>Term of Agreement</b>	
<p>This Agreement shall become effective <b>Jul 1, 2018</b> and shall terminate <b>Jun 30, 2019</b>.</p>	
<b>Payment to Sponsoring Agency</b>	
<p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$48573 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<b>Availability of Funds:</b>	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<b>Responsibilities of the Parties</b>	
<p>DPS shall:</p> <ol style="list-style-type: none"> <li>1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;</li> <li>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 the JCPC Policy and Procedures;</li> <li>3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;</li> <li>4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;</li> <li>5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;</li> <li>6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and</li> <li>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.</li> </ol> <p>The Sponsoring Agency shall:</p> <ol style="list-style-type: none"> <li>1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the</li> </ol>	

- 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 the 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 the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
  6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
  7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC 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 JCPC Program Agreement 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 JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
  12. Receive from the North Carolina Division of Revenue a refund of all sales and use taxes paid by them in the performance of the JCPC Program Agreement, pursuant to N.C.G.S. §105-164.14(c); and exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports;
  13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed check ledgers to the JCPC. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS 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;
  17. Indemnifies and holds 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 JCPC Program Agreement;
  18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement 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; Chapter 11; Subchapter B, and in compliance with JCPC Policy 2: Operations: Program Operational Requirements*

**Sponsoring Agency Contractor(s)/Subcontractors**

☒ Yes, subcontractors are included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of an unsigned contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. 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 Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a);143B-602;143B-851
3. Review and locally approve Program Agreement Revisions 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;
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 JCPC Policy 3. Operations: Program Oversight and Monitoring

*Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.*

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-profit organization;
2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement

revisions;

3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS 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 Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

*Reference: 14B; Chapter 11; Subchapter B; 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; JCPC Policy 7. Fiscal Accounting and Budgeting: Audit Requirements*

#### **Disbursements and Internal Controls**

##### **Reversion of Unexpended Funds**

Any remaining unexpended JCPC 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 your 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 will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 that the Sponsoring Agency does not have 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 and attached to the Program Agreement upon submission.

**Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.**

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 attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

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 and attached to the Program Agreement.

**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 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 18-19
Item #	Justification	Expense	In Kind Expense
120	Teen Court Administrative Assistant (12 hrs/week x 38 weeks x 10.00/hr)	\$4,560	
120	Program Operations Officer (\$3500); Finance Officer (\$3600)	\$7,100	
120	Peer Circle Facilitator (\$50.00/hr x 24 hrs)	\$1,200	
120	Technical Assistance from DA Office; BC Bar Association \$100/hr 36 hours		\$3,600
120	Parenting Facilitator (\$18.00/hr x 94 hrs)	\$1,692	
180	Program Operation Officer/Finance Officer Payroll Taxes at 9.26%; Work Comp .25%	\$675	
180	Peer Circle Facilitator Payroll Taxes at 9.26%; Work Comp .25%	\$114	
180	Administrative Assistant Payroll Taxes at 9.26%; Work Comp .25%	\$433	
180	Parenting Facilitator Payroll Taxes at 9.26%; Work Comp .25%	\$161	
190	MOA with Administrative Office of the Courts (AOC) Teen Court Director 40 hrs (\$37,000 base) at \$53,815 : Teen Court 100% / 40 hr /wk= \$53,815	\$53,815	
220	Food and Provisions - snacks for Parenting, Peer Circles, Community Service Learning and Teen Court	\$2,000	
230	Program Supplies - drug tests, volunteer incentives, on line drug class expense	\$1,000	
280	Electric, heating, air, etc... DA's Office		\$600
310	Travel for Personnel between sites, schools, Teen Summit, and conference/training	\$2,400	
350	Computer repair/maintenance - Brunswick County		\$200
390	Staff Development - workshops and conference registration	\$1,200	
390	Audit	\$400	
410	Furnished Office Space - 2 offices 12'x18' and 12' x 14' and storage space		\$4,800
450	Insurance Coverage for students/board CIS	\$660	
<b>TOTAL</b>		<b>\$77,410</b>	<b>\$9,200</b>

Job Title	Annual Expense Wages	Annual In Kind Wages
CIS Program Operations Officer pro-rata	\$3,500	
Peer Circle Facilitator - \$50.00 hr x 24 hrs	\$1,200	
Teen Court Administrative Assistant (12 hrs/week x 38 weeks x 10.00/hr)	\$4,560	

Parenting Facilitator \$18.00 hr x 94 hours	\$1,692	
CIS Finance Officer pro-rata	\$3,600	
Technical Assistance from DA Office; BC Bar Association \$100/hr 36 hours		\$3,600
<b>TOTAL</b>	<b>\$14,552</b>	<b>\$3,600</b>

**SECTION VII****Program:** Teen Court 13th District**Fiscal Year:** FY 18-19**Number of Months:** 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$69,750</b>	<b>\$3,600</b>	<b>\$73,350</b>
120 Salaries & Wages	\$14,552	\$3,600	\$18,152
180 Fringe Benefits	\$1,383		\$1,383
190 Professional Services*	\$53,815		\$53,815
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$3,000</b>	<b>\$600</b>	<b>\$3,600</b>
210 Household & Cleaning			\$0
220 Food & Provisions	\$2,000		\$2,000
230 Education & Medical	\$1,000		\$1,000
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies		\$600	\$600
290 Other Supplies and Materials			\$0
<b>III. Current Obligations &amp; Services</b>	<b>\$4,000</b>	<b>\$200</b>	<b>\$4,200</b>
310 Travel & Transportation	\$2,400		\$2,400
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance		\$200	\$200
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$1,600		\$1,600
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$660</b>	<b>\$4,800</b>	<b>\$5,460</b>
410 Rental or Real Property		\$4,800	\$4,800
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$660		\$660
490 Other Fixed Charges			\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$77,410</b>	<b>\$9,200</b>	<b>\$86,610</b>

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 18-19 Brunswick County Funding ID: 510-XXXX			
Sponsoring Agency: Communities In Schools of Brunswick County, Inc. Program: Teen Court 13th District			
\$48,573	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)
\$28,837	Local Cash	Communities In Schools, Brunswick County	(Specify Source)
	Local Cash		(Specify Source)
\$9200	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)
\$86,610	TOTAL	\$9,715	\$38,037
		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	Breast Feeding Counselor Program
Justification	Board Meeting 05/07/2018-Appropriate \$2,702 of additional State Revenues restricted for our Breast Feeding Peer Counselor program. These funds will be utilized to attend required meeting and support existing contractor in helping clients that wish to breast feed.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135171	332000	Breast Feeding Peer Counselor	State Revenues - Restricted	2702	Increase	Credit
135171	431100	Breast Feeding Peer Counselor	Travel-Mileage	200	Increase	Debit
135171	439900	Breast Feeding Peer Counselor	Contract Services	2502	Increase	Debit

Total	
Grand Total:	5404

Request Info	
Type	Budget Amendment
Description	Sheriff Deputy Plan
Justification	Board Meeting 5/7/2018-Transfer \$133,730 from the reserve funds for the Sheriff deputy plan and move forward with the purchase of 5 patrol cars to ensure vehicles are available by July 1.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104290	465221	Non-Departmental	Reserve-Sheriff Capital Plan	-133730	Decrease	Credit
104310	454000	Sheriff's Office	Cap Outlay-Vehicle on Road	133730	Increase	Debit

Total	
Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Insurance Proceeds
Justification	Board Meeting 5/7/2018-Appropriate \$12,181 of insurance proceeds for replacement of disposed of vehicles.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383913	Sheriff's Office	Insurance Refund	12181	Increase	Credit
104310	454000	Sheriff's Office	Cap Outlay-Vehicle on Road	12181	Increase	Debit

Total	
Grand Total:	24362

Request Info	
Type	Budget Amendment
Description	Communicable Disease Program
Justification	Board Meeting 5/7/2018-Appropriate \$1,049 of additional state revenues restricted, \$87 of medicare revenues, and \$2,049 of clinic fee revenue to be utilized to support anticipated clinic cost through the end of the fiscal year.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135125	332000	Communicable Diseases	State Revenues - Restricted	1049	Increase	Credit
135125	332070	Communicable Diseases	Medicare Revenues	87	Increase	Credit
135125	335006	Communicable Diseases	Clinic Fees	2049	Increase	Credit
135125	423800	Communicable Diseases	Medications	200	Increase	Debit
135125	432500	Communicable Diseases	Postage	400	Increase	Debit
135125	439900	Communicable Diseases	Contract Services	2085	Increase	Debit
135125	449100	Communicable Diseases	Dues	300	Increase	Debit
135125	449900	Communicable Diseases	Miscellaneous Expense	200	Increase	Debit
Total						
Grand Total:			6370			

Request Info	
Type	Budget Amendment
Description	Water Taps and Connections
Justification	Board Meeting 05/07/2018-Appropriate \$275,0000 of taps and connections revenue for the purchase of additional tap on supplies to meet current demands.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617180	371305	Water - Construction Division	Taps and Connections	275000	Increase	Credit
617180	459601	Water - Construction Division	Tap on Supplies	275000	Increase	Debit

Total	
Grand Total:	550000

Request Info	
Type	Budget Amendment
Description	HPG 2012 Default
Justification	Board Meeting 05/07/2018-Appropriate \$8,236 of miscellaneous paid to the county from client who defaulted on 2012 Housing Preservation Grant promissory note. Funding from Rural Development in the amount of \$8,236 must be returned to the Rural Development Housing Preservation Grant.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104910	383900	Planning	Miscellaneous Revenues	8236	Increase	Credit
104910	449900	Planning	Miscellaneous Expense	8236	Increase	Debit

Total	
Grand Total:	16472

Request Info	
Type	Budget Amendment
Description	Water Insurance Proceeds
Justification	Board Meeting 05/07/2018-Appropriate \$5,258 of insurance proceeds for repairs associated with the Pea Landing Lightning Strike.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617170	383913	Instrumentation/Electrical Div	Insurance Refund	5258	Increase	Credit
617170	435220	Instrumentation/Electrical Div	R and M - Water Transmiss	5258	Increase	Debit

Total	
Grand Total:	10516

Request Info	
Type	Budget Amendment
Description	Wastewater Insurance Proceeds
Justification	Board Meeting 05/07/2018-Appropriate \$11,883 of insurance proceeds for repairs associated with the Pea Landing Lightning Strike.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627320	383913	West Regional Wastewater	Insurance Refund	5258	Increase	Credit
627320	435200	West Regional Wastewater	Repair and Maint - Equipment	5258	Increase	Debit
627320	383913	West Regional Wastewater	Insurance Refund	6625	Increase	Credit
627320	435200	West Regional Wastewater	Repair and Maint - Equipment	6625	Increase	Debit

Total	
Grand Total:	23766

Request Info	
Type2	Budget Amendment
Description	Library Additional State Revenues
Justification	Board Meeting 05/07/2018-Appropriate \$14,174 of additional state aid to public libraries from the State Library of North Carolina Fund.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
106110	332001	Library	State Aid- Restricted	14174	Increase	Credit
106110	426001	Library	Supplies and Mat-Restricted	10000	Increase	Debit
106110	433400	Library	Water	1174	Increase	Debit
106110	426100	Library	Equipment Less Than \$500	3000	Increase	Debit

Total	
Grand Total:	28348

Request Info	
Type	Budget Amendment
Description	Concealed Weapons Fees
Justification	Board Meeting 05/07/2018-Appropriate Concealed Weapons Permit revenue of \$18,100 for use in the NC Concealed Weapons fee line in order to process payment to the State of North Carolina for their portion of Brunswick County Concealed Weapons fees.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	334810	Sheriff's Office	Concealed Weapons Permit	18100	Increase	Credit
104310	466500	Sheriff's Office	NC Concealed Weapons	18100	Increase	Debit

Total	
Grand Total:	36200



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**  
David Stanley

**Action Item # V. - 6.**

Health and Human Services - Health Services - 2017 Child Fatality Prevention Team Annual Report

**Issue/Action Requested:**

Request that the Board of Commissioners review and approve the 2017 Child Fatality Prevention Team Annual Report

**Background/Purpose of Request:**

The North Carolina Statute Article 14, 7B-1406 and the CFPT Agreement Addenda with local health departments require Local Child Fatality Prevention Teams to advocate for system improvements and needed resources where gaps and deficiencies may exist and submit a report annually to their local county commissioners and boards of health.

Staff recommends approval of the report.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

N/A

**County Manager's Recommendation:**

Recommend that the Board of Commissioners review and approve the 2017 Child Fatality Prevention Team Annual Report

**ATTACHMENTS:**

Description

- 2017 Child Fatality Prevention Team Annual Report



# Brunswick County Health Services

25 Courthouse Drive N.E.; Post Office Box 9  
Bolivia, North Carolina 28422-0009  
910-253-2250 1-888-428-4429



*David M. Stanley III, Executive Director  
Health and Human Services Agency*

*Cris Harrelson, Director  
Department of Health Services*

## MEMORANDUM

**TO:** Brunswick County Commissioners/Board of Health  
**FROM:** Cris Harrelson, Health Director  
Brunswick County Child Fatality Prevention Team (CFPT)  
**SUBJECT:** Local CFPT Annual Report  
**DATE:** April 10, 2018

The North Carolina Statute Article 14, 7B-1406 and the CFPT Agreement Addenda with local health departments require Local Child Fatality Prevention Teams to advocate for system improvements and needed resources where gaps and deficiencies may exist and submit a report annually to their local county commissioners and boards of health.

The purpose of the local CFPTs are to:

- Identify deficiencies in the delivery of services to children and families by public agencies
- Make and carry out recommendations for changes that will prevent future child deaths
- Promote understanding of the causes of child deaths

Attached is the Brunswick County CFPT Annual Report for calendar year 2017 for your review. Please feel free to contact me at 910-253-2298 if you have any questions.

## Brunswick County CFPT Annual Report Calendar Year 2017

### I. Introduction

In 1993, the North Carolina General Assembly established a network of local Child Fatality Prevention Teams (CFPT) across the state to confidentially review medical examiner reports, death certificates and other records of deceased residents under age 18. Each local team consists of representatives of public and nonpublic agencies in the community such as law enforcement, Guardian ad Litem, health departments, and others that provide services to children and their families.

The purpose of this report is to give a summary of the causes of death, the number of cases reviewed, recommendations for prevention, if any, that have been made and to share local team activities and accomplishments.

### II. Role of the Brunswick County Commissioners and Board of Health

- a. Receive annual reports which contain recommendations and advocate for system improvements and needed resources, if requested.
- b. Appoint members of the local team as identified by the membership.

### III. Child Deaths - Cause, System Problem, Recommendation and Proposed Action


**In 2017, the Brunswick County CFPT reviewed 12 child deaths and identified no system problems or recommendations for future prevention efforts. One case has not yet been reviewed due to pending litigation.**

### IV. Brunswick County CFPT Activities and Accomplishments

- a. A screening of "Resilience – The Biology of Stress and The Science of Hope" was presented on the county complex.
- b. Medication lockboxes were distributed to clients with small children.
- c. Smoke detectors were issued to families in need.
- d. Pak n' Plays were issued to families in need.

### V. Conclusion

Thank you to the members of the Brunswick County Commissioners/Board of Health for the opportunity to share with you the successes and dedicated work of the local team as we continue to review child fatalities, make recommendations, and take actions to prevent future child deaths. Please feel free to contact Cris Harrelson (910-253-2298) or Cherie Browning, Chairperson (910-253-2319) should you have any questions about this report.

  
\_\_\_\_\_  
Health Director

4/10/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chairperson

4-10-18  
\_\_\_\_\_  
Date



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**  
David Stanley

**Action Item # V. - 7.**

Health and Human Services - Health Services - 2017 State of the County Health Report

**Issue/Action Requested:**

Request that the Board of Commissioners review and approve the 2017 State of the County Health Report.

**Background/Purpose of Request:**

As one of the essential services provided by all local health departments, Brunswick County Health Services conducts a Community Health Assessment every 4 years to identify assets and needs affecting the health of Brunswick County citizens and develop action plans to address the priority health items. In the interim years, Brunswick County Health Services releases annual State of the County's Health (SOTCH) reports to provide an update on the progress being made toward addressing the priority health items. Brunswick County Health Services is required by the Local Health Department Accreditation Board (Benchmark 38, Activity 38.2) to present an annual SOTCH report to the Board of Health.

Staff recommends approval of the report.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

The 2017 State of the County Health Report was presented to the BC HHS Advisory Board on February 26, 2018. The Board unanimously recommended approval of the report by the BC Board of Health/Board of Commissioners.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners review and approve the 2017 State of the County Health Report.

**ATTACHMENTS:**

Description

- ▣ 2017 State of the County Health Report

# Brunswick County



## State of the County Health (SOTCH) Report 2017

The Community Health Assessment (CHA) is conducted by Brunswick County Health Services every four years to determine the community's needs, and develop programs to address the health priorities. The State of the County Health (SOTCH) Report is produced each of the three years between the CHA to provide updates on the progress made on the health priorities and identify new health concerns. Four health priorities were identified in the 2015 CHA.

### Health Priorities

**Accidental Death and Injury**

**Chronic Disease**

**Mental Health**

**Substance Abuse**

### 2016 Demographics (US Census)

Population Estimate:	126,953
Caucasian/White:	85.9%
African American:	10.7%
Hispanic or Latino:	4.7%
Female:	51.8%
Male:	48.2%
Under 5 Years of Age:	4.4%
Under 18 Years of Age:	16.4%
65 Years of Age and Over:	29.3%

### Brunswick County Health Services

P.O. BOX 9  
Bolivia, NC 28422

Building A  
25 Courthouse Drive NE  
Bolivia, NC 28422

1.888.428.4429  
910.253.2250

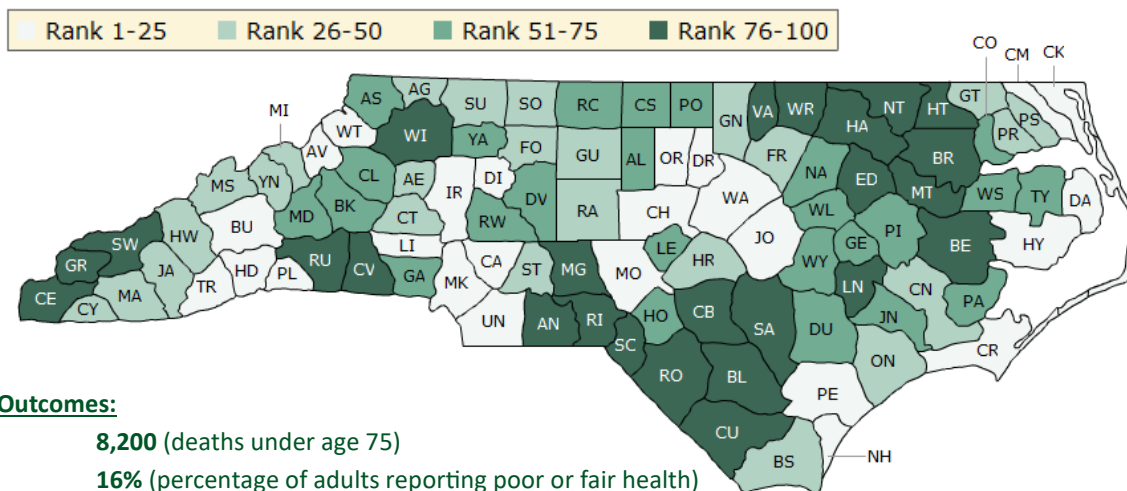


# Brunswick County Morbidity and Mortality Data

The Robert Wood Johnson Foundation and the University of Wisconsin Population Health Institute developed the *County Health Rankings* to measure the health of counties in the nation and rank them within the states. Each year, counties receive a Health Outcome Ranking and a Health Factors Ranking.

In 2017, Brunswick County ranked 44 (out of 100 counties) for Health Outcomes and ranked 30 for Health Factors. Both rankings improved from 2016 by one rank.

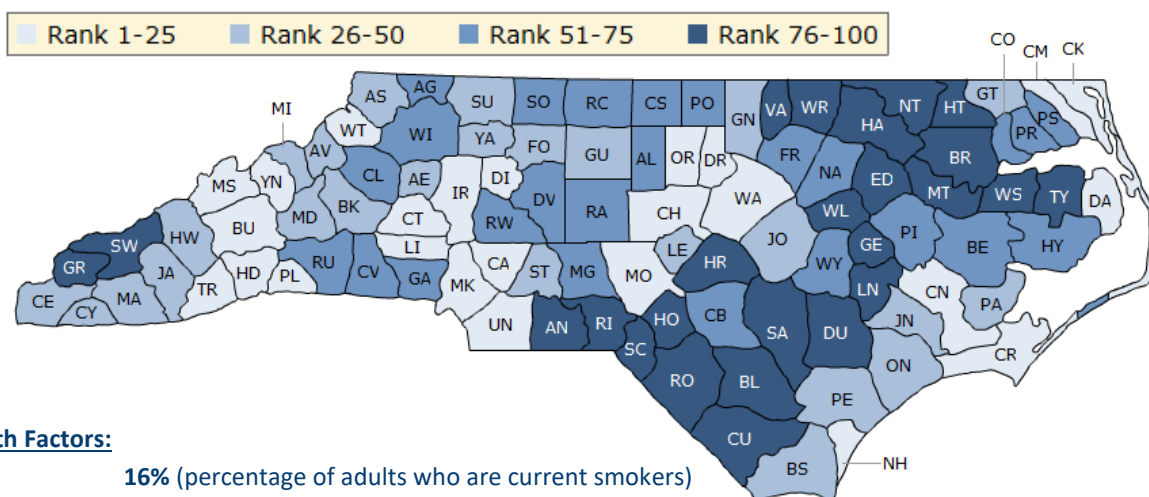
## 2017 Health Outcomes—North Carolina



### Brunswick County Health Outcomes:

<b>Premature Death:</b>	<b>8,200</b> (deaths under age 75)
<b>Poor or Fair Health:</b>	<b>16%</b> (percentage of adults reporting poor or fair health)
<b>Poor Physical Health Days:</b>	<b>3.9</b> (average number of physically unhealthy days reported in past 30 days)
<b>Poor Mental Health Days:</b>	<b>3.7</b> (average number of mentally unhealthy days reported in past 30 days)
<b>Low Birthweight:</b>	<b>8%</b> (percentage of live births where the infant weighed less than 5 lbs., 8 oz.)

## 2017 Health Factors—North Carolina



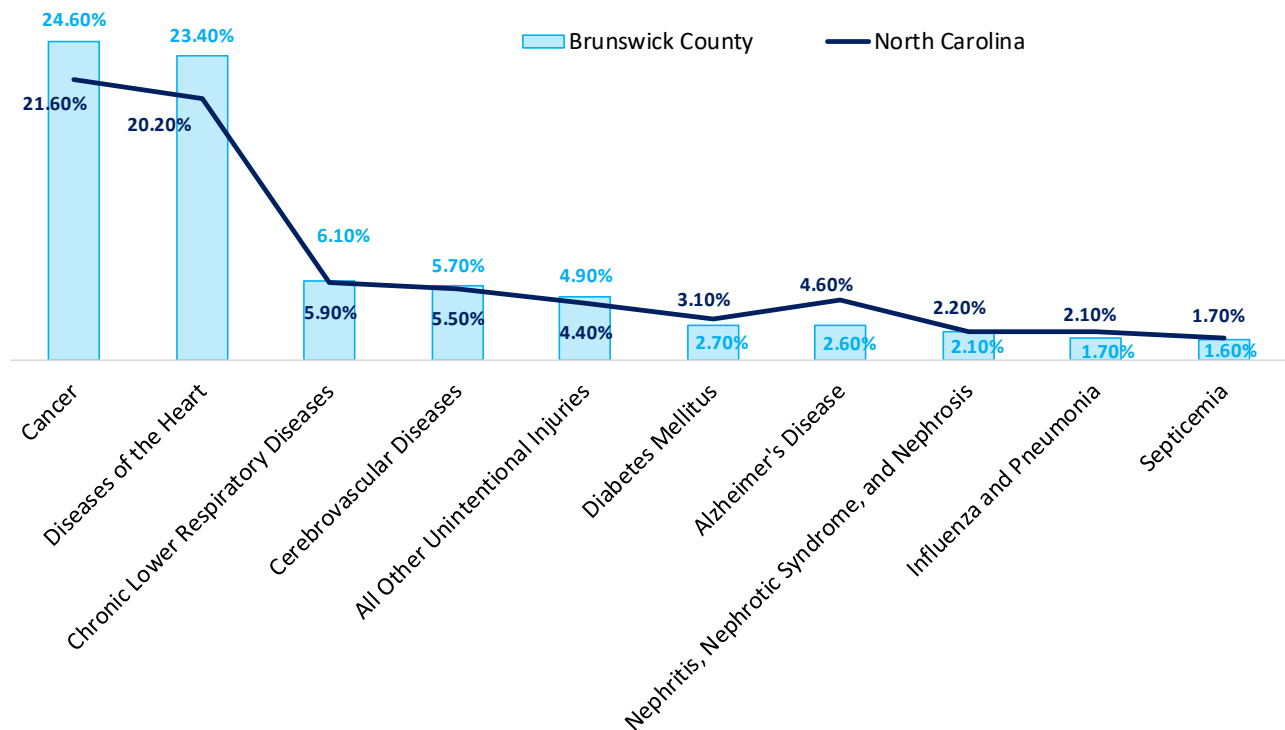
### Brunswick County Health Factors:

<b>Adult Smoking:</b>	<b>16%</b> (percentage of adults who are current smokers)
<b>Adult Obesity:</b>	<b>28%</b> (percentage of adults that report a BMI of 30 or more)
<b>Food Environment Index:</b>	<b>7.3</b> (index of factors that contribute to a healthy food environment, 0=worst to 10=best)
<b>Physical Inactivity:</b>	<b>20%</b> (percentage of adults age 20 and over reporting no leisure-time physical activity)
<b>Access to Exercise Opportunities:</b>	<b>74%</b> (percentage of population with adequate access to locations for physical activity)
<b>Excessive Drinking:</b>	<b>14%</b> (percentage of adults reporting binge or heavy drinking)
<b>Alcohol-Impaired Driving Deaths:</b>	<b>34%</b> (percentage of driving deaths with alcohol involvement)
<b>Sexually Transmitted Infections:</b>	<b>212.5</b> (number of newly diagnosed chlamydia cases per 100,000 population)
<b>Teen Births:</b>	<b>39</b> (number of births per 1,000 female population ages 15-19)

# Brunswick County Morbidity and Mortality Data

## 2016 Leading Causes of Death

Rank	Cause	Number	%
1	Cancer	343	24.6
2	Diseases of the Heart	327	23.4
3	Chronic Lower Respiratory Diseases	85	6.1
4	Cerebrovascular Diseases	80	5.7
5	All Other Unintentional Injuries	68	4.9
6	Diabetes Mellitus	38	2.7
7	Alzheimer's Disease	36	2.6
8	Nephritis, Nephrotic Syndrome, and Nephrosis	29	2.1
9	Influenza and Pneumonia	24	1.7
10	Septicemia	22	1.6

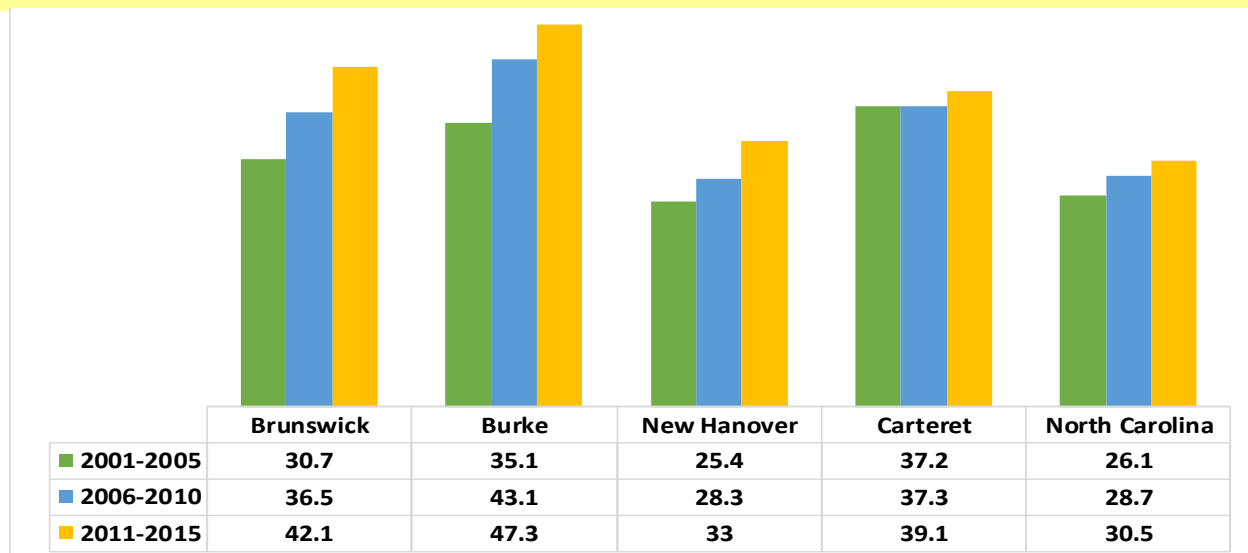


Data Source: North Carolina State Center for Health Statistics

The leading causes of death show how certain health behaviors impact the community. Since 2010, cancer has been the leading cause of death in Brunswick County, followed by diseases of the heart. When compared to North Carolina state rates, Brunswick County has a lower mortality rate for diabetes; Alzheimer's disease; nephritis, nephrotic syndrome, and nephrosis; influenza and pneumonia; and septicemia. The mortality rate for cancer, diseases of the heart, chronic lower respiratory diseases, cerebrovascular diseases, and all other unintentional injuries is higher in Brunswick County than the state.

# Health Priorities Update: Accidental Death and Injury

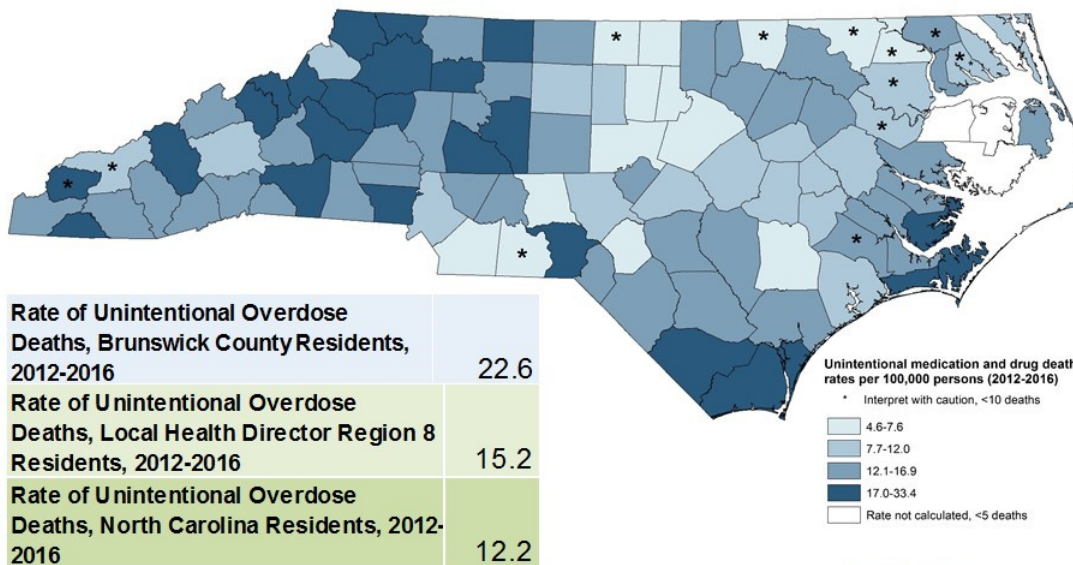
## Age-Adjusted Unintentional Injury Death Rates per 100,000 Residents (excluding Motor Vehicle Deaths)



Data Source: North Carolina State Center for Health Statistics (County Trends Reports, February 2017)

Since 2001, Brunswick County has seen a continual increase in the five year unintentional injury death rates. From 2011-2015, the death rate from unintentional injuries (age-adjusted per 100,000 residents) was 42.1 in Brunswick County compared to the statewide rate of 30.5.

## Rate of Unintentional Medication & Drug Deaths by County per 100,000 North Carolina Residents, 2012-2016



Source: Deaths-N.C. State Center for Health Statistics, Vital Statistics, 2012-2016, Unintentional medication and drug overdose: X40-X44/Population-National Center for Health Statistics, 2012-2016  
Analysis by Injury Epidemiology and Surveillance Unit

North Carolina  
Injury & Violence  
PREVENTION Branch

From 2012-2016, the rate of unintentional medication and drug deaths (per 100,000 residents) was 22.6 in Brunswick County compared to the NC rate of 12.2.

# Health Priorities Update: Accidental Death and Injury

Unintentional injuries are a substantial contributor to premature deaths in Brunswick County. Accidental poisoning deaths resulting from the use, misuse, or abuse of illicit and prescription opioids continue to rise. Brunswick County Health Services collaborates with several community partners to implement evidence-based interventions to reduce the rate of unintentional medication and drug overdose deaths in the county. These interventions target heroin and other substance users, residents prescribed controlled substances, and prescription providers.

## Medication Disposal

Unwanted, unused, or expired medications can be accidentally and intentionally misused. According to the U.S. Food and Drug Administration, many abusers obtain medications from the homes of family members and/or friends. Improper disposal can also contaminate the environment and release substances into our ground water supplies. BCHS partners with the Brunswick County Sheriff's Office to encourage residents to protect their families by using the secure collection drop-boxes located at several Sheriff's Office and police department locations.

## Controlled Substance Reporting System

BCHS promotes the Controlled Substance Reporting System, which is a database for prescription providers to share patient information to assist in identifying and preventing the misuse of controlled substances. We are creating an updated provider contact list to identify CSRS users in the county. BCHS staff will contact providers and pharmacies to determine if they are registered on CSRS. We will also provide resources to assist offices and pharmacies with the registration process.

## Naloxone Kit Distribution

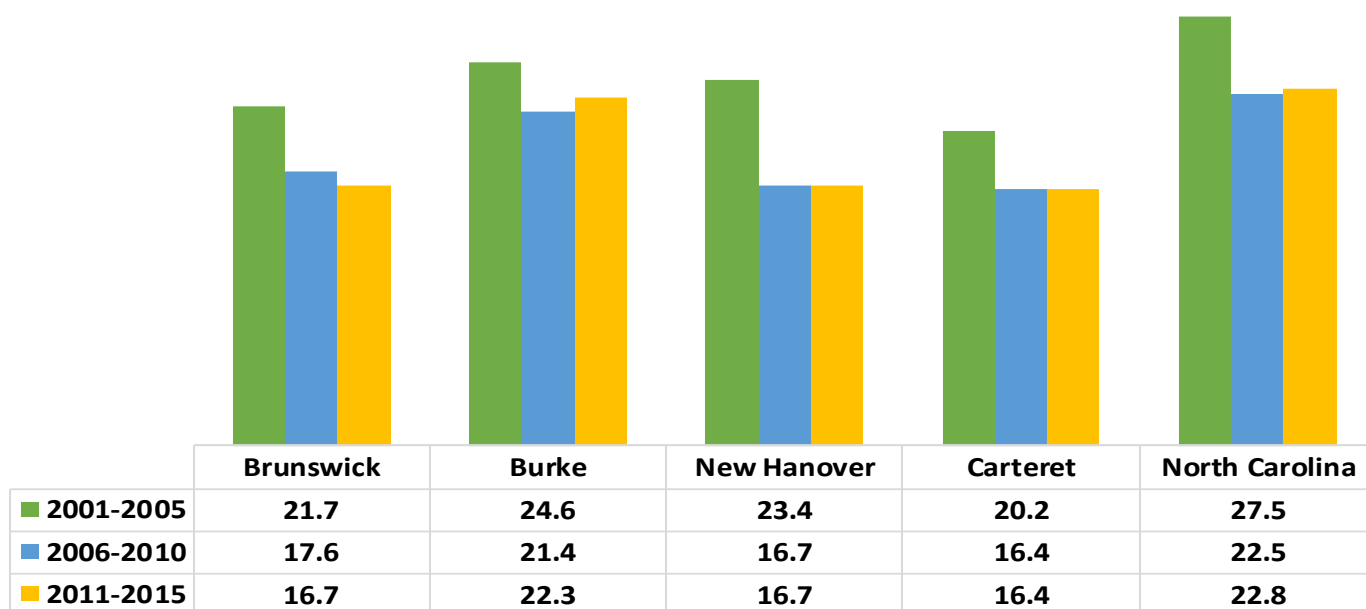
Brunswick County law enforcement and EMS currently carry Naloxone, which is the reversal agent for heroin and other opioid overdoses. One of our community partners, Coastal Horizons, distributes Naloxone kits to their clients and friends and families of individuals who may be at risk of an overdose.

## Medication Lock Boxes

The Care Coordination for Children (CC4C) program, through Brunswick County Health Services, serves children from birth to age 5 in high-risk situations. CC4C program staff distribute medication lock boxes to families who keep medications in their home. Utilizing lock boxes for medication storage prevents children from accessing these medications and reduces their risk of accidental overdose.

# Health Priorities Update: Chronic Disease

## Age-Adjusted Diabetes Death Rates per 100,000 Residents



Data Source: North Carolina State Center for Health Statistics (County Trends Reports, February 2017)

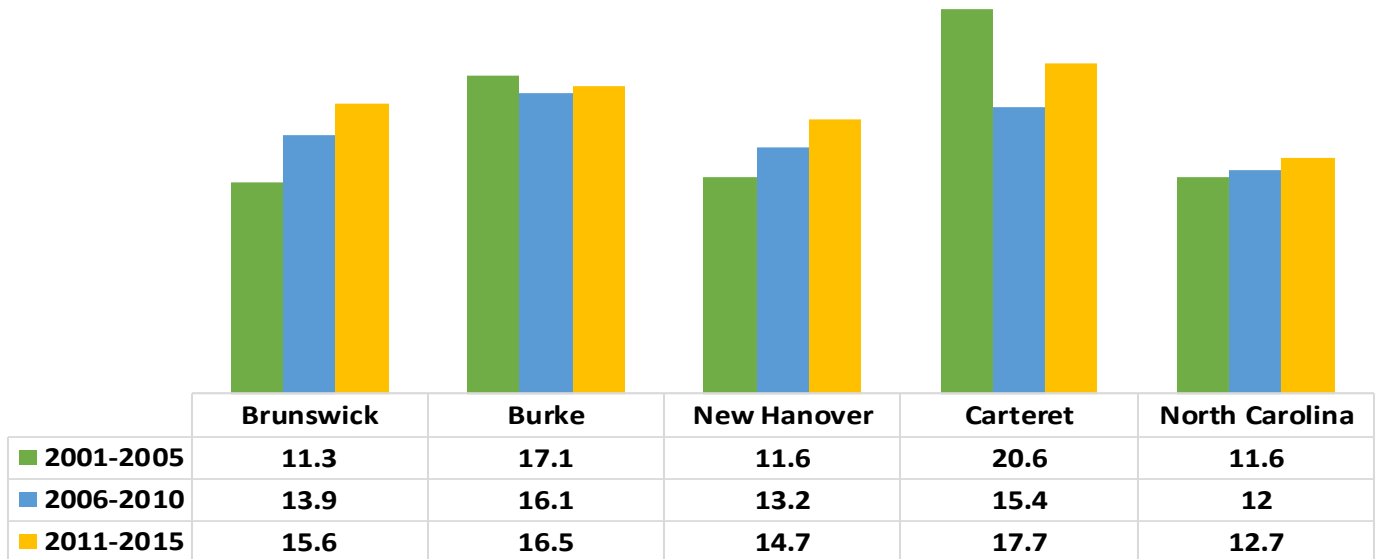
Individuals who are diagnosed with diabetes in North Carolina are more likely to be overweight or obese, and to have two or more chronic diseases (NC SCHS Behavioral Risk Factor Surveillance System). The 2017 County Health Rankings estimate that 28% of adults in Brunswick County are obese and 20% of adults age 20 and over report no leisure-time physical activity. In 2016, diabetes was the county's 6th leading cause of death and the 7th in North Carolina overall, accounting for 3.1% of all deaths in the state (NC SCHS). Between 2011 and 2015, the age-adjusted diabetes death rate in Brunswick County was 16.7 which is below the state-wide rate of 22.8.

Brunswick County Health Services has implemented diabetes prevention and education interventions to at-risk populations. Our goal is to decrease the number of adults with diabetes and improve the dietary habits of residents. BCHS hosts the Diabetes Self Management Education (DSME) Program, which is approved by the American Diabetes Association. The DSME Program provides education to help individuals manage their type 2 diabetes, prevent complications, and develop healthy lifestyle habits. We partner with Cooperative Extension to provide several community-based programs. Cooperative Extension facilitates Faithful Families, and Expanded Food and Nutrition Education Program (EFNEP) to teach individuals about smart shopping, healthy eating, and the benefits of physical activity.

Another community partner, Doshier Memorial Hospital, received the Healthy People Healthy Carolinas (HPHC) grant from the Duke Endowment to implement evidence-based interventions that address chronic disease, nutrition and/or physical activity over the next three years. With this funding, the Brunswick Wellness Coalition (BWC) was formed with representatives from Brunswick County Health Services, Doshier Memorial Hospital, New Hope Clinic, YMCA, and additional organization representatives. BWC aims to improve the County Health Ranking Health Outcomes score, decrease the obesity rate, decrease physical inactivity levels, and decrease the diabetes age-adjusted death rate.

# Health Priorities Update: Mental Health

## Age-Adjusted Suicide Rates per 100,000 Residents



Data Source: North Carolina State Center for Health Statistics (County Trends Reports, February 2017)

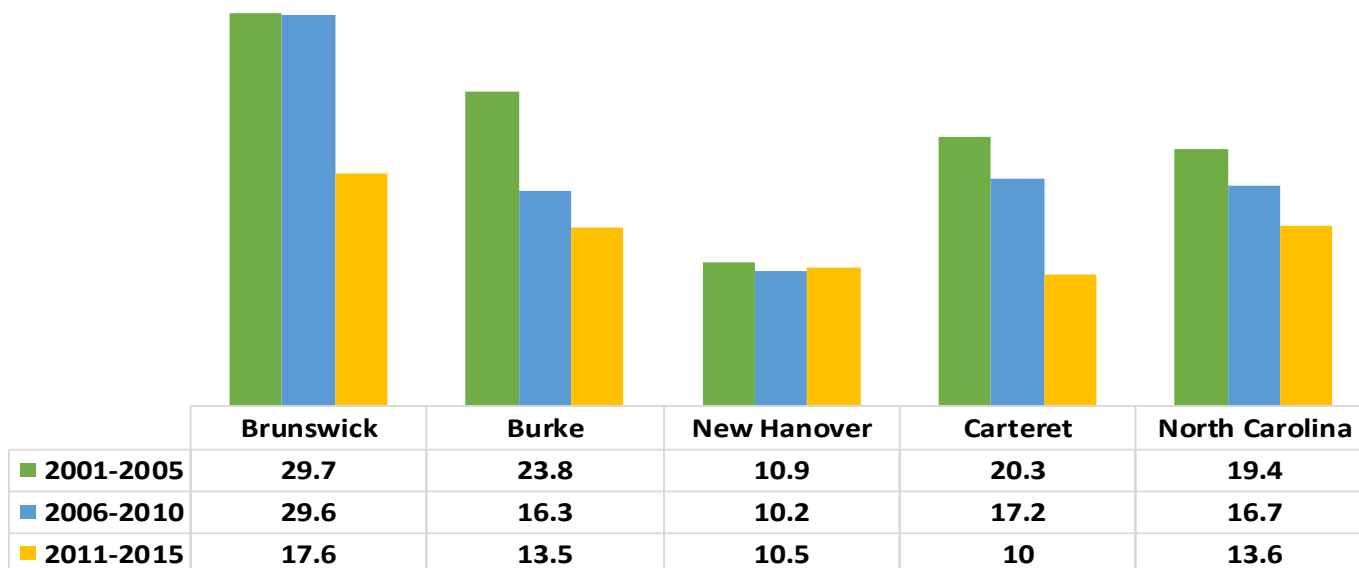
Studies have shown that mental illness, particularly depressive disorders, is strongly linked to the occurrence, successful treatment, and course of many chronic diseases including diabetes, cancer, cardiovascular disease, asthma, and obesity (Chapman et al, 2005, CDC 2015). Many risk behaviors for chronic disease such as; physical inactivity, smoking, excessive drinking, and insufficient sleep are also influenced by mental illness (Chapman et al, 2005).

Brunswick County's age-adjusted suicide rate was 15.6 per 100,000 population from 2011-2015, which is almost double the Healthy NC 2020 goal of 8.3. Suicide rates in Brunswick County were similar to peer counties from 2011-2015, but remained above the statewide rate of 12.7. Changes in the five year rates show that suicide deaths in Brunswick County are increasing. Additionally, the ratio of the county population to the number of mental health providers including psychiatrists, psychologists, licensed clinical social workers, counselors, marriage and family therapists and advanced practice nurses specializing in mental health care is considerably higher than in peer counties and the state. In 2017, there were an estimated 1,310 residents for every mental health provider in Brunswick County (County Health Rankings Health Factors, 2017). In comparison, New Hanover County's ratio was 290:1 and North Carolina's overall ratio was 490:1.

Through several interventions, the objective of Brunswick County Health Services is to improve the overall mental health of its citizens and reduce the suicide rate. Brunswick County DHHS partnered with Trillium Health Resources to place an Access Point or resource center in the Department of Social Services that provides customized mental health information, available treatment options, and further recommendations. In February 2017, Trillium facilitated Mental Health First Aid training to Brunswick County DHHS employees who may have direct patient or community contact. This training provided employees with the tools needed to assist patients and community members with mental health needs. Our partnership with Trillium also helps to decrease the county population to mental health provider ratio by providing community members with access to online screenings for mental health and substance use disorders, online anonymous access to trained specialists who can provide immediate counseling, and resource guides for locating mental health providers.

# Health Priorities Update: Substance Abuse

## Age-Adjusted Unintentional Motor Vehicle Injury Death Rates per 100,000 Residents



Data Source: North Carolina State Center for Health Statistics (County Trends Reports, February 2017)

Data collected in the 2015 CHA shows that from 2010-2014, 600 traffic crashes occurred in Brunswick County involving alcohol, accounting for 5.8% of all traffic crashes during this time period (NC SCHS Statistics and Reports). Traffic crashes involving alcohol decreased from 6.8% in 2010 to 5.5% in 2014, which is comparable to the statewide average rate of 5% from 2010-2014. However, the percentage of alcohol-related driving deaths in Brunswick County was 38% from 2009-2013, which is much higher than in peer counties (ranging from 29% to 35%) and statewide (33%). Recent data shows that the rate of age-adjusted unintentional motor vehicle injury deaths in Brunswick County has decreased from 2011-2015.

Brunswick County Health Services has partnered with several organizations in recent years to implement initiatives to reduce the percentage of traffic crashes involving alcohol as well as improve overall driving safety.

### Booze It and Lose It:

Increasing awareness of the dangers and penalties associated with drinking and driving, as well as high visibility enforcement, will decrease the instance of alcohol-related crashes and deaths in Brunswick County.

### Click It or Ticket:

Increasing awareness of the importance of proper seat belt use for drivers and occupants, as well as high visibility enforcement, will increase seat belt use in Brunswick County.

\*High Visibility Enforcement (HVE) is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors.\*

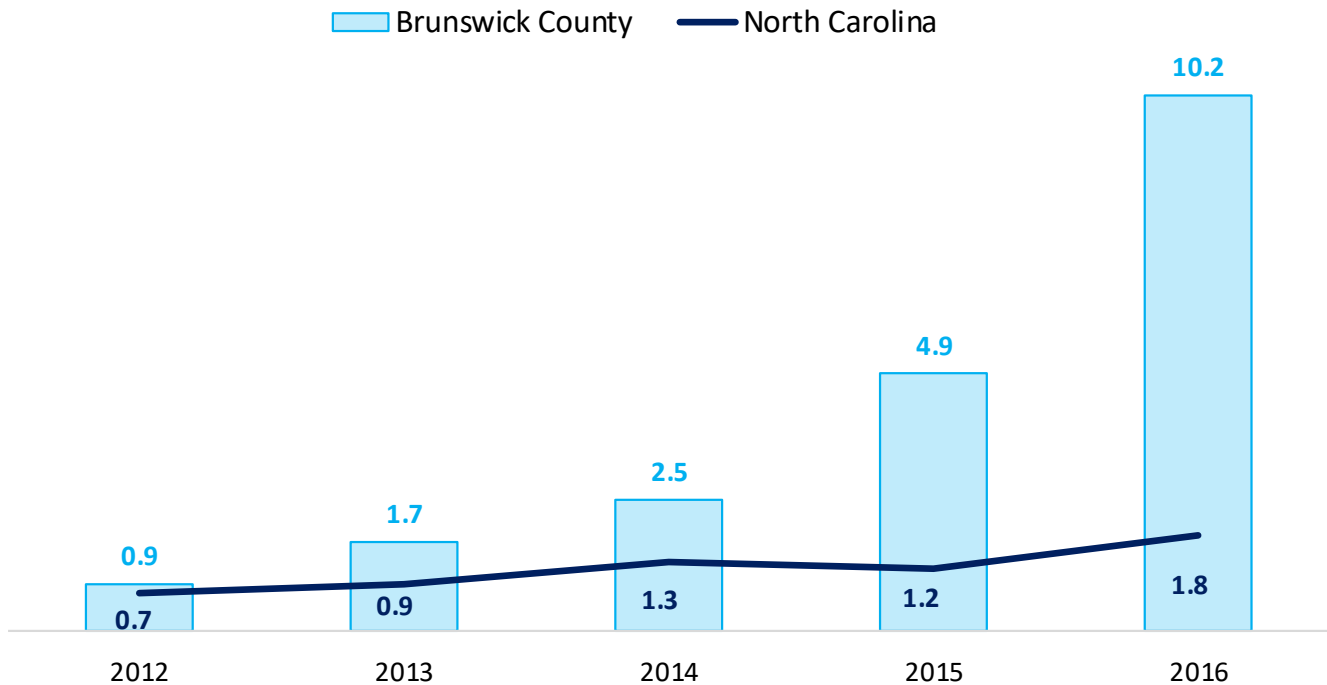
### Street Safe

Driving safety education program for teens that also provides an alternative to traffic school.

# Emerging Issue 2017: Hepatitis C (HCV)

Hepatitis C (HCV) is a bloodborne pathogen that is on the rise due to shared needles and the heroin epidemic. In 2016, Brunswick County had the 2nd highest number of acute hepatitis C cases in the state of North Carolina. Reported cases have doubled from 2015-2016 and are six times higher since 2012. Cases are often underreported and underestimated.

## Acute Hepatitis C (2012-2016 Reported Rates)



Data Source: (Brunswick County Communicable Disease Report, 2016)

## New Initiative

North Carolina Department of Health and Human Services (NC DHHS) has launched North Carolina Hepatitis C: Test, Link, Cure (TLC); a program to combat the increasing acute hepatitis C epidemic. The program aims to establish new partnerships with health care providers and stakeholders in North Carolina with a specific focus on hepatitis C screening, testing, prevention education, linkage to care, and treatment. Initial activities will be implemented through local health departments, community based organizations, substance use disorder treatment centers, and federally qualified health centers in the western and southeast coastal regions of the state.

In July 2016, the NC DHHS Communicable Disease Branch selected Brunswick County and other Region 8 counties to start hepatitis C testing at the NC State Lab. Free testing is available for baby boomers born between 1945-1965, individuals using injection drugs or have a history of injection drug use, or are HIV infected. Free or low cost treatment is available at two locations in Brunswick County for those with positive test results. Since July 2016, 63 Brunswick County residents met the testing criteria and have been tested by the state lab.

To further combat the epidemic, Brunswick County Health Services is planning an outreach event for the Spring of 2018. The initiative includes taking the BCHS mobile unit to various locations throughout the county to offer multiple wellness screenings to residents. Along with hepatitis C screening, BCHS staff and other community partners will also offer hypertension, diabetes, and mental health screenings.

# Resources

## County Health Rankings & Roadmaps

<http://www.countyhealthrankings.org/>

## North Carolina State Center for Health Statistics (NC SCHS)

<http://www.schs.state.nc.us/>

## Brunswick County Sheriff's Office Medication Disposal

<http://www.brunswicksheriff.com/resources/medication-disposal>

## Diabetes Self Management Education (DSME) Program

<https://www.cdc.gov/learnmorefeelbetter/programs/diabetes.htm>

## Trillium Health Resources

<https://www.trilliumhealthresources.org/>

## Booze It and Lose It

<https://www.ncdot.gov/programs/GHSP/initiatives/boozeitandloseit/>

## Click It or Ticket

<https://www.ncdot.gov/programs/GHSP/initiatives/clickitorticket/>

## Street Safe

<http://streetsafeus.com/>

## Hepatitis C: Test, Link, Cure (TLC)

[http://epi.publichealth.nc.gov/cd/diseases/hep\\_c.html](http://epi.publichealth.nc.gov/cd/diseases/hep_c.html)





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**  
Andrea White

**Action Item # V. - 8.**  
Sheriff's Office - Space Assignment of Former Bolivia Fire Station

**Issue/Action Requested:**

Request that the Board of Commissioners approve the assignment of the Former Bolivia Fire Station space to the Sheriff and provide funding in the amount of \$27,544 for fencing and rock.

**Background/Purpose of Request:**

The Sheriff's Office has requested the use of the old Bolivia Volunteer Fire Department Building for vehicle electronic installs and equipment storage. This space assignment will free up three bays in the EMS Building currently used by the Sheriff's office, as well as outside parking areas used for other equipment such as trailers.

The only requested facility improvements are the addition of fencing, at a cost of \$10,544.00, and six inches of rock, at a cost of \$17,000.00. These improvements are needed in order to secure the outside equipment. The Sheriff's Office obtained three quotes for the fencing and has recommended Davis Fence. Operation Services will assist with the rock.

**Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment Transfer \$27,544 from Emergency Contingency to the Sheriff's Office for fencing and rock.

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioner approve the assignment of the Former Bolivia Fire Station space to the Sheriff and provide funding in the amount of \$27,544 for fencing and rock.

**ATTACHMENTS:**

Description

- ☐ Septic Inspection
- ☐ Deed
- ☐ Quotes for Fencing
- ☐ 20180507 Budget Amendment Sheriff Equipment Storage

## BRUNSWICK COUNTY HEALTH DEPARTMENT

DATE REC: 03/27/2018

FILE NO.: 1976035801A

ZONING:

COUNTY OF BRUNSWICK

\$0.00

125PD01501

REC. FROM

AMT. PAID

TAX PARCEL

PO BOX 249

BOLIVIA

NC

28422-0289

ADDRESS

CITY

STATE

ZIP CODE

PHONE

COUNTY OF BRUNSWICK

CURRENT PROPERTY OWNER

LOT

BLOCK

SECTION

PROPERTY LOCATED TOWN/CITY/AREA: CO

SUBDIVISION:

DIRECTIONS: 119 GREEN LEWIS RD 28422

## AUTHORIZATION FOR WASTEWATER CONSTRUCTION PERMIT

NEW: \_\_\_\_\_ REVISION: \_\_\_\_\_ RELOCATION: ☒ REPAIR: \_\_\_\_\_

Design Flow: 100 gpd Septic Tank Size: 900? gal Type: II A

No. Bedrooms: 5 storage No. occupants/employees: 1 (4max) Max

Trench/Bed Bottom Depth: unknown Inches:

No. Lines: 2 Length Each: 67' + 53' Bed Dimensions: \_\_\_\_\_

Fill Check: \_\_\_\_\_ Approved: \_\_\_\_\_

Date

Authorized Agent

☐ See the attached Site Plan for the wastewater system location

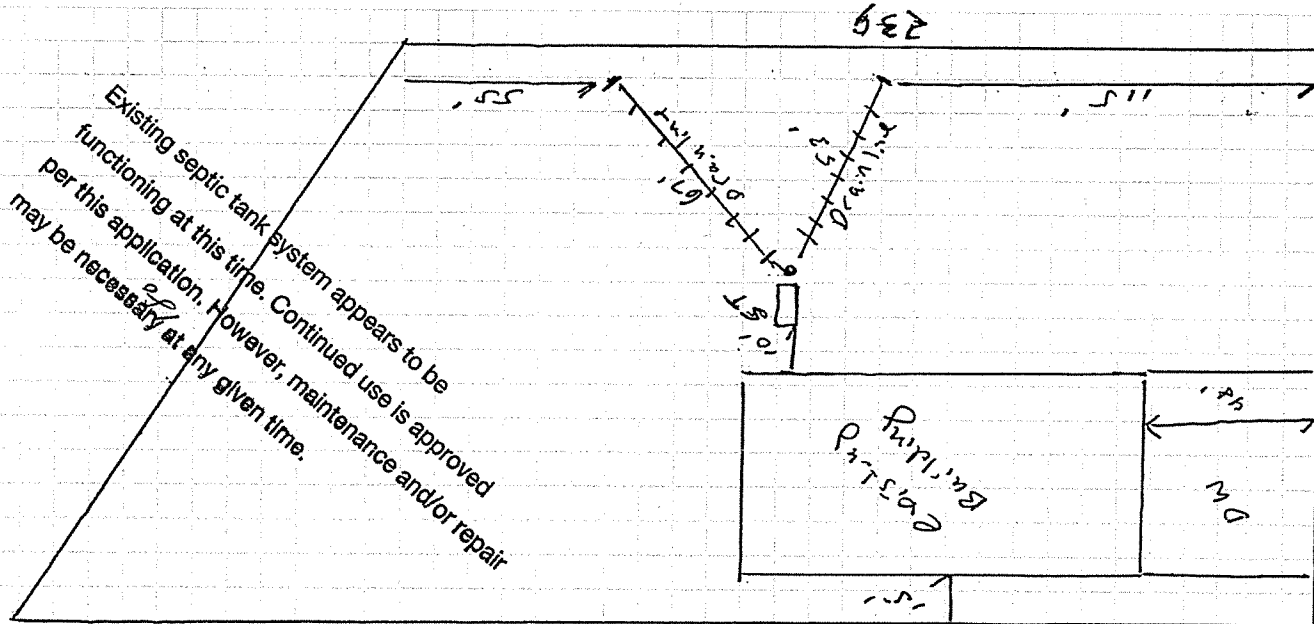
PERMIT ISSUE DATE: 4/4/18

Permit Expiration Date: 4/4/23

Authorized Agent: net

Registration: 2078

NOTE: PERMIT IS SUBJECT TO REVOCATION IF SITE PLANS OR THE INTENDED USE CHANGES.



Waste Water System Installer: unknown Date: \_\_\_\_\_

Comments: (tank info/ barrier approved) \_\_\_\_\_

Rock: ☒ Polystyrene Aggregate Chamber: \_\_\_\_\_ Other: \_\_\_\_\_OPERATION PERMIT: net Date: 4/4/18

Authorized Agent Signature

Actions of local health department representatives or the State engaged in the evaluation and determination of measures required to effect compliance with the applicable laws and rules shall in no way be taken as a warranty that sewage treatment and disposal systems approved and permitted will function in a satisfactory manner for any given period of time. This issuance of its permit does not preclude the Permittee from complying with any and all statutes, rules and regulations or ordinances which may be imposed by other government agencies (local state, and federal) which have jurisdiction.

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 125PD01501 as notated by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

SEP 02 2015 [Signature]  
Date (Asst) Tax Col. / Del. Tax Spec.



B3683 P0798 09-02-2015 11:03:12.000  
Brenda M. Clemmons PROF  
Brunswick County, NC Register of Deeds page 1 of 3

Laura / County of Brunswick

3 26 0 22  
Total 26 Rev 0 Int. 22  
Chk \$ 26 Crd \$ 3128 Cash \$  
Record: \_\_\_\_\_ Case: \_\_\_\_\_ Finance \_\_\_\_\_  
☐ Portions of document are illegible due to condition of original.  
☐ Document contains seals verified by original instrument that cannot be reproduced or copied.

Prepared by Huey Marshall, P. O. Box 249, Bolivia, NC 28422

Tax Parcel ID: 125PD01501

NORTH CAROLINA

BRUNSWICK COUNTY

NORTH CAROLINA SPECIAL  
WARRANTY DEED

THIS DEED, made this 1st day of September, 2015, by and between BOLIVIA VOLUNTEER FIRE DEPARTMENT, party of the first part, (herein "Grantor"), and COUNTY OF BRUNSWICK, a body corporate and politic, P. O. Box 249, Bolivia, North Carolina 28422, (herein "Grantee");

WITNESSETH

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Brunswick County, North Carolina, and more particularly described as follows:

All of that real property described in Exhibit "A" attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 353, Page 958, Office of the Register of Deeds, Brunswick County, North Carolina.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:



The provisions of all applicable zoning and land use ordinances, statutes and regulations; ad valorem taxes for 2015 and subsequent years; and all applicable restrictive covenants and utilities easements of record.

The Grantor does not warrant any portion of the property lying below the mean high water line of tidal waters.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Michael Walk (SEAL)  
Michael Walks vp board (Title)  
Bolivia Volunteer Fire Department

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, Laura Heavner, a Notary Public in and for said the County and State aforesaid, do hereby certify that Michael Walks personally came before me this day and acknowledged that he is VP on Board of the Bolivia Volunteer Fire Department, and that by authority duly given and as the act of the Fire Department the foregoing instrument was signed in its name by its Vice President.

Witness my hand and official seal this the 25<sup>th</sup> day of August, 2015.

Laura M Heavner  
Notary Public

My Commission expires: 5/22/2016

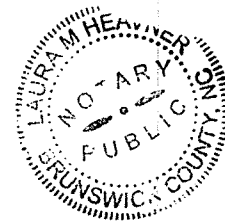
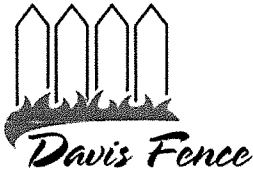




EXHIBIT "A"  
TO SPECIAL WARRANTY DEED  
BOLIVIA VOLUNTEER FIRE DEPARTMENT, GRANTOR AND  
COUNTY OF BRUNSWICK, GRANTEE

BEGINNING at a concrete nail in the centerline of SR 1512, said concrete nail being located 1466.23 feet southeast and along the centerline of SR 1512 from the point at which the centerline of SR 1512 intersects the centerline of US 17; from said concrete nail, thence North 36° 30' East 30 feet to an iron pipe in the right-of-way of SR 1512, said iron pipe being the BEGINNING point for this tract; thence North 36° 30' East 338.53 feet to an iron pipe; thence South 20° 05' East 180.71 feet with the western right-of-way of a dirt road to an iron pipe; thence South 36° 30' West 239.0 feet to an iron pipe; thence North 53° 30' West 150.85 feet along the northern right-of-way of SR 1512 to an iron pipe, the place and point of beginning, containing 1.00 acre more or less.



**Davis Fence**  
600 Scotts Hill Loop Road  
Wilmington, NC 28411  
(910) 821-1104  
sales@davisfence.com  
<http://www.davisfence.com>

**ADDRESS**

119 Green Lewis Rd

**ESTIMATE 4032**

**DATE 04/06/2018**

**ACTIVITY**

**QTY**

**RATE**

**AMOUNT**

**Job**

To provide and install 450' of 6' 9ga galvanized chain link fence with 3 strands of barb wire, top and bottom tension wire, 2" ss20 line post, 2 1/2 ss40 terminal post, 1 5' walk gate and 1 26' cantilever gate  
\$10,544.00

1

0.00

0.00

**Job**

To provide and install 450' of 8' 9ga galvanized chain link fence with 3 strands of barb wire, top and bottom tension wire, 2" ss20 line post, 2 1/2 ss40 terminal post, 1 5' walk gate and 1 26' cantilever gate  
\$15,206.00

1

0.00

0.00

Davis Fence will not be responsible for property lines. Property corners and/or easements if applicable is the responsibility of the owner and should be marked by a certified surveying company prior to installation of fence. If any changes or errors occur due to improperly marked property corners, it will be at the owners expense.

**TOTAL**

**\$0.00**

Accepted By

Accepted Date

## Charlie Miller

---

**From:** Mike Walko <bcsomwalko@gmail.com>  
**Sent:** Tuesday, April 10, 2018 2:20 PM  
**To:** Charlie Miller  
**Subject:** Fwd: Fence quotes Old Bolivia

**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: Brad Hynde <[hynde@live.com](mailto:hynde@live.com)>  
Date: Tue, Apr 10, 2018 at 12:28 PM  
Subject: Fence quotes Old Bolivia  
To: [bcsomwalko@gmail.com](mailto:bcsomwalko@gmail.com) <[bcsomwalko@gmail.com](mailto:bcsomwalko@gmail.com)>

Mike, I have the Old Bolivia fire station broke down two ways for you,

1. With a 24 ft. rolling cantilever gate \$10919. tax \$737. Total installed \$11,656.00
2. With two 12 ft. wings to make a 24 ft. opening. \$8419. tax \$568. Total installed \$8987.00

We would be available to install this project within 2-3 weeks of agreement.

Thank you for the opportunity to bid your project,  
Brad Hynde  
Sales Manager  
Bayview Fence and Rail  
910.754.3577

# QUOTE

**Mclamb Fence**

**4-12-18**

4993 INDUSTRIAL DR

Prepared for—Mike Walko

SHALLOTTE, NC 206

119 Green Lewis

(910)754-6100

Bolivia, NC

mclambfence@atmc.net

bcsomwalko@gmail.com

910-712-6617

**Install 425' of 8' tall commercial grade Galvanized chain link fence with 1-40' Cantilever – gate and 1-4' walk gate.**

**Total \$ 16.000.00**

**\*\*UNDER GROUND UTILITIES NEED TO BE LOCATED BEFORE WORK DONE. NOT RESPONSIBLE FOR UTILITY REPAIRS\*\***

**\*\*1/2 DOWN AS DEPOSIT, BALANCE DUE UPON COMPLETION\*\***

QUOTE GOOD FOR 30 DAYS

PLEASE SIGN AND FAX TO 910-754-6100 OR EMAIL TO

**mclambfence@atmc.net**

QUOTE APPROVED

BY: \_\_\_\_\_ THANK YOU FOR  
ALLOWING US TO QUOTE YOUR JOB, Joey Babson .

Request Info	
Type2	Budget Amendment
Description	Sheriff's Office Equipment Storage
Justification	Board Meeting 05/07/2018-Transfer \$27,544 of Emergency Contingency to the Sheriff's Office for installation of rock and fencing to convert the former Bolivia Fire Department into equipment storage.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109910	499101	Contingency	Emergency Contingency	-27544	Decrease	Credit
104310	459000	Sheriff's Office	Cap Outlay-Improvements	27544	Increase	Debit

Total	
Grand Total:	0



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**  
Donald Dixon

**Action Item # V. - 9.**

Utilities - Odor Control Evaluation Agreement with Dewberry Engineers, Inc.,

**Issue/Action Requested:**

Request that the Board of Commissioners approve an Odor Control Evaluation Contract not to exceed \$40,000 for the St. James Main Sewer Pump Station funded by the West Brunswick Regional System Renewal and Replacement Fund.

**Background/Purpose of Request:**

Property owners within the vicinity of the St. James Main Sewer Pump Station have been logging frequent complaints of odors within the vicinity of the station. County staff has implemented various changes to lessen the odors emitting from the station. A chemical addition of ferrous sulfate, along with operational changes has significantly reduced the hydrogen sulfide emissions. An in-line hydrogen sulfide probe with continuous monitoring has also been installed. Staff has confirmed hydrogen sulfide levels are averaging less than 1 ppm (parts per million) yet the odor complaints continue. Staff has received a proposal from Dewberry Engineers, Inc., to perform a comprehensive odor evaluation to identify the odors present, odor control system evaluation, chemical metering system evaluation and identify modifications to improve the existing system. The requested amendment will fully fund the Odor Control Evaluation.

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Budget amendment transfer \$40,000 from the West Brunswick Regional System renewal and replacement funds for contract award.

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve an Odor Control Evaluation Contract not to exceed \$40,000 for the St. James Main Sewer Pump Station funded by the West Brunswick Regional System Renewal and Replacement Fund.

**ATTACHMENTS:**

Description

- Utilities - Odor Control Agreement Dewberry - Attach 1
- 20180507 Budget Amendment West Regional Cap and Replace
- 20180507 Budget Amendment West Regional Cap and Replace Reserve

This Agreement has been prepared for use with the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts). Their provisions are interrelated and a change in one may necessitate a change in the other.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 19, 2018 ("Effective Date") between

Brunswick County ("Owner")

and

Dewberry Engineers Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Odor Evaluation St. James Sewage Pumping Station ("Project").

Engineer's Services under this Agreement are identified in the attached Exhibit A.

Owner and Engineer further agree as follows:

**1.01 *Basic Agreement and Period of Service***

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services in accordance with the schedule outlined in Exhibit A.
- C. If the Project includes design and construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction. If the actual time to complete construction exceeds the number of days indicated in a future amendment to this Contract through no fault of the Engineer, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt. If Owner fails to make any payment due Engineer for undisputed services and expenses within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all undisputed amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its undisputed services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon fourteen days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon fourteen days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within fourteen days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would

otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the State of North Carolina.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to the following limitations: (1) any use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants and (2) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000, the total amount of compensation received by Engineer, or the total insurance benefit of Engineer's insurance policy(s), whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer in accordance with Exhibit A.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's accumulated fees during the billing period. Engineer shall not exceed the agreed upon hourly not-to-exceed amount without prior written notification from the Owner.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount agreed to by a duly executed written instrument to this Agreement.

8.01 *Exhibits Included*

- A. Engineer's Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ENGINEER:

By: Steve Hildenhoff \_\_\_\_\_

Title: Associate \_\_\_\_\_

Date Signed: April 19, 2018 \_\_\_\_\_

Engineer License or Firm's Certificate

Number: F0929 \_\_\_\_\_

State of: North Carolina

Clerk to the Board

\_\_\_\_\_

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

\_\_\_\_\_  
Finance Director – Brunswick County

“Approved at to Form”

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address for giving notices:

2610 Wycliff Road, Suite 410, Raleigh, NC 27607 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



March 30, 2018 (revised April 13 2018)

Brunswick County Public Utilities  
Attn: Donald Dixon, Deputy Director – Wastewater Operations  
250 Grey Water Road NE  
Supply, NC 28462

RE: Proposal for Professional Services  
Odor Evaluation St. James Sewage Pumping Station

Dear Mr. Dixon,

Dewberry Engineers Inc. (Dewberry) understands that Brunswick County is experiencing odor complaints in the vicinity of the St. James pumping station. The County wishes to evaluate the cause and sources of the odors, performance of existing odor control equipment, and develop modifications or upgrades to mitigate nuisance odors. Dewberry proposes the following scope of services to assist the County with this project.

#### **PROJECT UNDERSTANDING**

The St. James Pump Station is located in a residential area along Wyndmere Drive in the St. James Plantation development. The pump station (PS) has a capacity of 350 gpm. Influent wastewater is pumped to this station via a low pressure sewer system (e.g. residential grinder pumps). At this PS, the low pressure sewer pipes discharge to a recently installed 18-inch diameter HDPE gravity flow pipe. The pipe flows into the secondary wet well before flowing into the main wet well. Both wet wells are covered concrete tanks.

An exhaust fan transfers 1,018 cfm of air from the pump station wet wells to a Zabocs ZB-4000 two-stage biological odor control system. The first stage consists of a biofilm grown on a manufactured expanded clay media. Nutrients are applied intermittently to the biofilm to optimize biological growth. The biofilm oxidizes odorous compounds in the exhaust air. The second stage consists of activated carbon which adsorbs volatile organic compounds (VOCs) that may not be removed by the first stage biofilm.

A hydrogen sulfide meter (RKI Beacon 410A) continuously monitors the treated air from the odor control system exhaust stack. The treated air usually measures less than 1 ppm of hydrogen sulfide (H<sub>2</sub>S) with occasional H<sub>2</sub>S spikes of 3 to 4 ppm. Hydrogen sulfide at these concentrations in the treated air causes nuisance odors which impact areas near the PS.

The wet well exhaust fan inlet pipe has a branch connection which allows fresh ambient air to be drawn into the odor control system. The fresh air drawn into the odor control system reduces the air exchange rate through the PS wet well. The quantity of fresh air drawn into the odor control system is not metered. The effect of the fresh air intake on odor control performance needs to be evaluated.

The County currently meters ferrous sulfate into the pump station wet well to remove dissolved hydrogen sulfide. Ferrous sulfate is metered at a constant feed rate of 100 gpd. To provide a consistent chemical dose, the chemical metering rate may need to be variable and proportional to influent flow rate. The wastewater flow rate and wastewater chemical composition needs to be evaluated to develop effective chemical metering control.

A grease mat on the water surface in the primary wet well exists. The mat may retain odorous chemicals in the wastewater and potentially reduce odor emissions into the air. Oxidation and hydrolysis of grease and oil generates, however, volatile fatty acids, aldehydes, and ketones which have objectionable odors. Under

anoxic (no dissolved oxygen) conditions, microorganisms in the wastewater convert sulfate to odorous hydrogen sulfide, increasing odor potential.

The condition and capacity of the odor control system and chemical metering system needs to be evaluated to identify modifications to improve system performance. If optimization of the existing system does not achieve adequate odor control, replacement with a new odor control system or addition of a third stage may need to be evaluated.

## **APPROACH**

To evaluate performance of the existing pump station and odor control system, Dewberry will sample and test odorous air from the pump station wet well and the existing odor control system, and other known or suspected odor sources. Air and wastewater samples will be analyzed to identify and quantify the specific chemical compounds causing the odors. Many failed odor control systems can be traced to an incomplete understanding of the chemical mixture that causes odorous emissions.

Several test methods will be used to characterize gas phase odors. Laboratory analysis of air samples by gas chromatography (GC) coupled with chemiluminescence detector will be performed in accordance with ASTM D5504 for a list of 22 reduced sulfur compounds. The results will be used to identify and quantify odorous compounds in the exhaust air from the pump station and odor control system. Wastewater samples will be analyzed to evaluate the potential quantity of hydrogen sulfide which could be generated in the tributary sewer system and pump station wet well.

Testing will be performed in a two-step process.

1. Conduct sampling and analysis of air and wastewater parameters under current operating conditions to establish baseline performance of the existing pump station and odor control system.
2. Conduct sampling and analysis of air and wastewater parameters after initial adjustments and modifications to optimize performance of the existing odor control system.

If after the second step, odors are still prevalent, an alternatives evaluation will be performed to determine improvements to further reduce odor causing compounds.

## **SCOPE OF WORK**

The proposed scope of work includes the following tasks:

- Task 1 – Project Management and Meetings
- Task 2 – Review Existing Information
- Task 3 – Identify Sampling Locations
- Task 4 – Odor Sampling and Analysis
- Task 5 – Identify and Characterize Odor Sources
- Task 6 – Evaluation of Odor Control Alternatives
- Task 7 – Economic Evaluation
- Task 8 – Technical Memorandum – Odor Control Recommendations

### **Task 1 – Project Management and Meetings**

1. This task includes attendance at meetings, progress phone calls, schedule development, monthly progress reports and invoicing. Two meetings are proposed. The first meeting is to discuss preliminary improvements that can immediately be made based upon our visual site observations. The second meeting serves to review the Odor Control Technical Memorandum in Task 8.

### Task 2 - Review Existing Information

1. Review record drawings, previous information and data on the St. James Pump Station and low pressure mains.
2. Review odor complaint records, previous reports, studies, operation and maintenance records, and equipment data related to the existing pump station and odor control system.
3. Review the frequency and nature of odors observed by County staff or reported by residents.

### Task 3 – Identify Sampling Locations

1. Identify sampling locations where air and wastewater sampling will be conducted. Locations likely include the primary wet well, secondary wet well, and odor control stack. Testing methods, sample preservation methods, and proposed chain of custody forms to be used for sample transport to laboratories, and laboratory analyses will be provided. A summary of locations will be provided to the County via email for review and comment.

### Task 4 – Odor Sampling and Analysis

1. Collect air and wastewater samples with the assistance of the County staff. Table 1 describes the proposed sampling methods and quantities of each type of sample proposed.

**Table 1 – Odor Testing Methods and Quantities**

<b>Hydrogen Sulfide Emissions.</b> OdaLog H <sub>2</sub> S data loggers will be placed in the pump station wet well to continuously monitor H <sub>2</sub> S levels over a two-week period to determine diurnal trends. (OdaLoggers have a resolution of 0.1 ppm for concentrations below 200 ppm).
<b>Organic Sulfide Compounds.</b> Analyze gas phase samples by gas chromatography coupled with chemiluminescence detector in accordance with ASTM D5504 to determine the concentration of 22 reduced organic sulfide compounds. Grab samples of odorous air will be collected in Tedlar bags and be shipped to an accredited testing laboratory for analyses. Up to 15 air samples are anticipated.
<b>Wastewater Parameters.</b> Sample wastewater and test for dissolved sulfide, sulfate, pH, DO, BOD <sub>5</sub> and wastewater temperature). Up to 3 grab samples for these parameters are anticipated from the pump station wet well.

#### Deliverables:

- Lab test results

### Task 5 - Identify and Characterize Odor Sources

1. Estimate the theoretical potential to produce odorous hydrogen sulfide emissions based on wastewater temperature, waste concentration, and detention time in the collection system and pump station wet well.
2. Evaluate physical features of the existing facilities that may cause or contribute to odor production.
3. Evaluate structural, mechanical, and equipment modifications which could reduce release of odorous compounds to the air.
4. Evaluate sewer and pump station hydraulic conditions and identify areas where anoxic or anaerobic conditions may develop that may generate odorous chemicals. Observe indications of hydrogen sulfide corrosion at the pump station, wet well, or other access points.

### Task 6 – Evaluate Odor Control Alternatives

1. Evaluate potential methods to reduce or mitigate release of odors from the pump station.
2. Evaluate modifications to improve performance of the existing ferrous sulfate chemical metering system.

3. Evaluate alternative chemicals which may include ferric chloride, hydrogen peroxide, sodium hydroxide, calcium nitrate, chlorine, and oxygen and estimate approximate required chemical dosages.
4. Evaluate the capacity of the pump station site for chemical storage, pumping, and control equipment.
5. Evaluate alternative foul air treatment systems that may consist of activated carbon adsorption, chemical scrubbers, iron-based adsorption filters, and biotowers.
6. Recommend potential installation locations for new equipment considering accessibility for operations and maintenance.

#### **Task 7 - Economic Evaluation**

1. Develop estimates of capital cost, annual operating costs, and present worth for up to three viable odor control alternatives. The capital cost estimates will provide a summary of major components such as site work, equipment, structures, electrical work, process controls, demolition and other similar project elements. Cost estimates will be based on current chemical purchase costs, quotes from manufacturers and vendors, published historical cost data, and actual construction costs from similar projects. The cost estimates will represent Class 4 (Feasibility Study) costs as defined by the Cost Estimate Classification System of the American Association of Cost Engineers (AACE) International. AACE Class 4 cost estimates have an accuracy range of -15 to +50 percent of the estimated cost. References for the cost data sources used to prepare the budget cost estimates will be provided.

#### **Task 8 – Technical Memorandum - Odor Control Recommendations**

1. Prepare technical memorandum summarizing the work performed during the odor investigation, recommended improvements to control or mitigate odors, and budget estimates for the recommended improvements. Technical references will be cited to support the data, assumptions, calculations, and recommendations of the study. Test results and data developed for the project will be included in the report appendices. Whenever practical, complex test data, trends, and concepts will be presented with graphs, charts, diagrams, photographs, and figures to enhance understanding and interpretation.
2. Submit a draft memorandum to the County for review and address County comments in the final memorandum.

#### Deliverables:

- One (1) electronic copy of the Draft Odor Control Report
- Five (5) hard copies and one (1) electronic copy of the Final Odor Control Report

#### **SCHEDULE**

1. Step 1 test results will be provided within 4 weeks after receipt of a notice to proceed.
2. Step 2 test results will be provided within 4 weeks after the County makes initial adjustments.
3. The draft memorandum will be completed within 6 weeks after the Step 2 test results and the final memorandum will be completed within 2 weeks following receipt of County review comments on the draft version.

#### **COST**

Dewberry proposes to perform the above services for an hourly not-to-exceed amount of \$40,000 based upon the attached rate schedule and estimate of hours.

## **ASSUMPTIONS**

The scope, schedule and cost are based upon the following:

1. The County will provide historical odor monitoring data, odor complaint data, and prior reports by others.
2. The County will analyze wastewater samples.
3. Dewberry will arrange and pay for all wastewater and air sample analyses by accredited laboratories. Air samples will be analyzed by a laboratory specializing in odor control with method reporting limits (MRLs) of 5 ppbv or less.
4. The County will provide drawings and equipment data for the collection system, pump station, and existing odor control system.
5. No confined space entry. Air sampling will be limited to the headspace within wet wells, manholes, and other accessible wastewater structures.
6. Dispersion modeling, pilot-testing, or design of odor control upgrades is not included.
7. The County will assist with access to sites within its easements, if needed.
8. The County will provide review comments within 2 weeks of receipt of draft technical memoranda and reports.

## **CONTRACT**

Dewberry proposes use of EJCDC's E-520 Short Form of Agreement between Owner and Engineer for Professional Services, which has been used on past Dewberry/County projects.

Should you have any questions or comments, please feel free to contact me at [shilderhoff@dewberry.com](mailto:shilderhoff@dewberry.com) or 984-232-6801. We look forward to working with you on this project.

Sincerely,



Steven R. Hilderhoff, PE  
Associate

Attachments - Dewberry Standard Rate Table

CC: Larry W. Mitchell, PE

**Fee Estimate - St. James PS18 Odor Control Evaluation  
Brunswick County, NC**

<b>Task</b>	<i>Project Role</i>	<b>Technical Dir. QA/QC</b>	<b>Project Manager</b>	<b>Odor Control Specialist</b>	<b>Project Engineer</b>	<b>Admin Support</b>	<b>Total Hours</b>	<b>Labor Cost</b>
	<i>Standard Billing Rate</i>		\$ 200	\$ 220	\$ 110			
	<i>Current Wage Rate</i>							
	<b>Task Description</b>							
1	Project Management and Meetings		4	8			12	\$2,560.00
2	Review Existing Information		1	6			7	\$1,520.00
3	Develop Sampling Plan		1	4			5	\$1,080.00
4	Odor Sampling and Analysis		8	10			18	\$3,800.00
5	Identify and Characterize Odor Sources		4	16			20	\$4,320.00
6	Evaluation of Odor Control Alternatives		8	24			32	\$6,880.00
7	Economic Evaluation		6	16			22	\$4,720.00
8	Odor Control Memorandum		6	40			46	\$10,000.00
<b>Totals</b>		<b>0</b>	<b>38</b>	<b>124</b>	<b>0</b>	<b>0</b>	<b>162</b>	<b>\$34,880</b>

<u>Item</u>	<u>Amount</u>	<u>Unit</u>	<u>Duration</u>	<u>Period</u>	<u>Unit Cost</u>	<u>Cost</u>
Odalog H2S meter	0	ea	2	wk	\$155	\$0
Tedlar Sample bags	20	ea			\$10	\$200
Overnight mail NC to CA	5	ea			\$46	\$229
Laboratory GC/FID analyses	15	ea			\$300	\$4,500
Transportation (trips to Project Site)	96	ea	2			\$191
Misc. (printing, etc.)	1	ea				\$0
<b>Total</b>						<b>\$5,120.4</b>

**Other Direct Cost Total** \$5,120

**Proposed Total Fee** **\$40,000**

# Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
<b>Professional</b>	
Principal	\$280.00
Architect I, II, III	\$85.00, \$100.00, \$115.00
Architect IV, V, VI	\$130.00, \$145.00, \$165.00
Architect VII, VIII, IX	\$185.00, \$200.00, \$220.00
Interior Designer I, II, III, IV	\$75.00, \$85.00, \$105.00, \$150.00
Engineer I, II, III	\$100.00, \$110.00, \$125.00
Engineer IV, V, VI	\$140.00, \$160.00, \$175.00
Engineer VII, VIII, IX	\$190.00, \$205.00, \$225.00
Other Professionals I, II, III	\$95.00, \$110.00, \$120.00
Other Professionals IV, V, VI	\$135.00, \$155.00, \$165.00
Other Professionals VII, VIII, IX	\$190.00, \$205.00, \$225.00
<b>Technical</b>	
Geographer/GIS I, II, III	\$85.00, \$95.00, \$105.00
Geographer/GIS IV, V, VI	\$115.00, \$135.00, \$150.00
Geographer/GIS VII, VIII, IX	\$180.00, \$200.00, \$220.00
Designer I, II, III	\$100.00, \$115.00, \$135.00
Designer IV, V, VI, VII	\$150.00, \$175.00, \$195.00, \$205.00
CADD Technician I, II, III, IV	\$70.00, \$85.00, \$95.00, \$115.00
Surveyor I, II, III	\$60.00, \$70.00, \$80.00
Surveyor IV, V, VI	\$100.00, \$105.00, \$120.00
Surveyor VII, VIII, IX	\$140.00, \$165.00, \$185.00
Other Technical I, II, III	\$60.00, \$80.00, \$100.00
Other Technical IV, V, VI	\$115.00, \$130.00, \$150.00
<b>Construction</b>	
Construction Professional I, II, III	\$120.00, \$135.00, \$155.00
Construction Professional IV, V, VI	\$180.00, \$200.00, \$215.00
Inspector I, II, III	\$80.00, \$95.00, \$110.00
Inspector IV, V, VI	\$130.00, \$140.00, \$155.00
<b>Administration</b>	
Admin Professional I, II, III, IV	\$65.00, \$85.00, \$100.00, \$110.00
Non-Labor Direct Costs	Cost + 15%

COMPANY CONFIDENTIAL AND PROPRIETARY



Request Info	
Type2	Budget Amendment
Description	West Regional Cap and Replace
Justification	Board Meeting 05/07/2018-Transfer \$40,000 from West Brunswick Regional System Renewal and Replacement funds to the West Brunswick Regional for the Odor Control Evaluation Agreement with Dewberry Engineers, Inc.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627320	398444	West Regional Wastewater	Tran From Wstwater Cap Proj	40000	Increase	Credit
627320	419900	West Regional Wastewater	Prof Ser-Other	40000	Increase	Debit

Total	
Grand Total:	80000

Request Info	
Type2	Budget Amendment
Description	West Brunswick Cap and Replace
Justification	Board Meeting 05/07/2018-Transfer \$40,000 from West Brunswick Regional System Renewal and Replacement funds to the West Brunswick Regional for the Odor Control Evaluation Agreement with Dewberry Engineers, Inc.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	464339	Interfund Trans Wstwtr Cap Rsv	Wes Reg Capital and Replacmt	-40000	Decrease	Credit
449800	498062	Interfund Trans Wstwtr Cap Rsv	Trans To Wastewater Enterprise	40000	Increase	Debit

Total	
Grand Total:	0



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**  
John Nichols, P.E.

**Action Item # V. - 10.**

Utilities - Resolution to Support State Revolving Fund Loan Application for Northwest WTP Expansion and Advanced Treatment Improvements

**Issue/Action Requested:**

Request that the Board of Commissioners approve a resolution to support a State Revolving Fund loan application to fund the Northwest Water Treatment Plant expansion and advanced treatment improvements.

**Background/Purpose of Request:**

Staff recommends seeking low interest loans and grants from the State Revolving Fund Program. The program requires that a resolution be approved by the Board that states the project will be constructed in a timely manner, that funds will be repaid, and that additional funding will be applied for if needed. Staff recommends that the Board approve the attached resolution.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve a resolution to support a State Revolving Fund loan application to fund the Northwest Water Treatment Plant expansion and advanced treatment improvements.

**ATTACHMENTS:**

Description

- ▣ Utilities - Resolution - Attach 1

*County of Brunswick*  
*Office of the County Commissioners*



**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water treatment works and wastewater conveyance projects; and

WHEREAS, Brunswick County has need for and intends to construct a water treatment improvements and expansion project, including a wastewater conveyance system project described as Expanding the Northwest Water Treatment Plant capacity and the improving treatment with the addition of advanced treatment processes for removal of emerging contaminants; and

WHEREAS, Brunswick County intends to request state (loan or grant) assistance for the project.

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

That Brunswick County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Brunswick County to make scheduled repayment of the loan, to withhold from Brunswick County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Frank Williams, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of

North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of May 2018 at Brunswick County, North Carolina.

---

Frank Williams, Chairman  
Brunswick County Commissioners

### **CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Clerk to the Brunswick County Board of Commissioners does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of Brunswick County duly held on the 7th day of May, 2018; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 7<sup>th</sup> day of May, 2018.

---

Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**

Andrea White

**Action Item # VI. - 1.**

Governing Body - Proclamation - Elder Abuse Prevention Awareness (Chairman Frank Williams)

**Issue/Action Requested:**

Request that the Board of Commissioners proclaim May 13, 2018 through June 17, 2018 as Elder Abuse Prevention Awareness in Brunswick County.

**Background/Purpose of Request:**

The Cape Fear Council of Governments' Cape Fear Elder Abuse Prevention Network is requesting that the Board of Commissioners approve a proclamation designating the time between Mother's Day (May 13) and Father's Day (June 17) as Elder Abuse Prevention Awareness in Brunswick County.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners proclaim May 13, 2018 through June 17, 2018 as Elder Abuse Prevention Awareness in Brunswick County.

**ATTACHMENTS:**

Description

- Proclamation - Elder Abuse Prevention Awareness

*County of Brunswick*  
*Office of the County Commissioners*



**PROCLAMATION**

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
ELDER ABUSE PREVENTION AWARENESS**

**WHEREAS**, elder abuse is the broad term used to identify mistreatment of elderly and disabled adults; and

**WHEREAS**, abuse, neglect and exploitation of elderly and disabled adults is one of the most under-recognized and under-reported social problems in this country; and

**WHEREAS**, the magnitude of the problem is likely to increase for several reasons, especially with the increasing rise in the number of elderly population; and

**WHEREAS**, mistreatment can take many forms: physical abuse, emotional abuse, sexual abuse, neglect by a caregiver, self-neglect, exploitation, and financial exploitation; and

**WHEREAS**, it is estimated that approximately five million people age 60+ suffer elder abuse every year; and

**WHEREAS**, it is estimated that approximately one out of every twenty-four cases of elder abuse is reported; and

**WHEREAS**, abuse of the elderly and disabled is preventable.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Brunswick County Board of Commissioners that May 13, 2018 through June 17, 2018 be recognized as “**Elder Abuse Prevention Awareness**” in Brunswick County and that all residents and other jurisdictions are encouraged to become more aware of this problem and join in the prevention of elder abuse.

This the 7<sup>th</sup> day of May, 2018.

---

Frank Williams, Chair  
Brunswick County Commissioners

Attest:

---

Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**  
Andrea White

**Action Item # VI. - 2.**

Governing Body - Proclamation - Brunswick County Literacy Month (Chairman Frank Williams)

**Issue/Action Requested:**

Request that the Board of Commissioners present a Proclamation declaring May as Brunswick County Literacy Council Month. The Proclamation was approved at the April 16, 2018 meeting.

**Background/Purpose of Request:**

Each year, the Brunswick County Literacy Council celebrates May as Brunswick County Literacy Council Month. Carolyn and Kim Loucks will accept the proclamation on behalf of the Literacy Council.

The Literacy Council will host the Annual Brunswick County Spelling Bee on May 22, 2018 at the Virginia Williamson Events Center located on the campus of Brunswick Community College. The event begins with a Silent Auction at 6:00 p.m. followed by the Spelling Bee at 7:00 p.m.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners present a Proclamation declaring May as Brunswick County Literacy Council Month. The Proclamation was approved at the April 16, 2018 meeting.

**ATTACHMENTS:**

Description

- ☐ Proclamation - Literacy Month

*County of Brunswick*  
*Office of the County Commissioners*



**BRUNSWICK COUNTY LITERACY MONTH 2018  
PROCLAMATION**

**WHEREAS**, the Brunswick County Board of Commissioners realize the importance of adequate literacy skills for all citizens in Brunswick County; and

**WHEREAS**, more than 30 percent of North Carolina's adults experience literacy issues that impact severely on their lives and families, their ability to work productively, and their full participation as citizens and residents of our state; and

**WHEREAS**, the Brunswick County Literacy Council, Brunswick Community College, Brunswick County Schools and the Brunswick County Library work diligently to improve the literacy skills of the citizens of Brunswick County.

**NOW, THEREFORE, THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS** does hereby proclaim May 2018 as "Brunswick County Literacy Month," and urges citizens to assume an active role in literacy education for the benefit of Brunswick County as North Carolina moves toward an increasingly technological future.

This 16<sup>th</sup> day of April 2018.

---

Frank Williams, Chair  
Brunswick County Commissioners

Attest:

---

Andrea White, Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**  
Andrea White

**Action Item # VI. - 3.**

Governing Body - Proclamation - Saint Philip's Church 250th Anniversary Day (Commissioner Mike Forte)

**Issue/Action Requested:**

Request that the Board of Commissioner approve a Proclamation recognizing May 24, 2018 as Saint Philip's Church 250th Anniversary Day.

**Background/Purpose of Request:**

May 24, 2018 marks the 250th Anniversary of the Consecration of Old Saint Philip's at Brunswick Town State Historic Site and 2018 marks the 175th year since the building of the Chapel of the Cross in Southport. The Chapel of the Cross, which is considered the daughter church of Old Saint Philip's Church, along with the Brunswick Town Site will jointly host a series of events on May 18, 2018 to commemorate this special occasion.

Staff requests that the Board of Commissioners consider approving a Proclamation recognizing May 24, 2018 as Saint Philip's Church 250th Anniversary Day.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioner approve a Proclamation recognizing May 24, 2018 as Saint Philip's Church 250th Anniversary Day.

**ATTACHMENTS:**

Description

- ☐ Proclamation - Saint Philip's Church 250th Anniversary

*County of Brunswick*  
*Office of the County Commissioners*



**PROCLAMATION  
RECOGNIZING MAY 24, 2018 AS  
SAINT PHILIP'S CHURCH 250<sup>TH</sup> ANNIVERSARY DAY**

**WHEREAS**, May 24, 2018 marks the 250<sup>th</sup> Anniversary of the Consecration of Old Saint Philip's at Brunswick Town State Historic Site; and

**WHEREAS**, 2018 marks the 175<sup>th</sup> year since the building of the Chapel of the Cross in Southport which is considered the daughter church of Old Saint Philip's; and

**WHEREAS**, the Southport church and the Brunswick Town Site are planning a grand celebration of the consecration and of the building of the Chapel of the Cross; and

**WHEREAS**, the festivities will include exhibits and historic presentations marking these dates; and

**WHEREAS**, a service will be held in the Brunswick Town church followed by a reception in the on-site visitor's center; and

**WHEREAS**, an evening prayer service will be held at the Southport church preceded by presentations on the history of the churches; and

**WHEREAS**, for the past 250 years the mission and activities of Saint Philip's has been maintained by its committed and dedicated members; and

**WHEREAS**, it is an honor and a privilege to extend this expression of esteem and best wishes to the Priest and members of Saint Philip's Episcopal Church on such a memorable occasion for their dedication and spiritual service to the citizens of Southport, the surrounding towns and Brunswick County.

**NOW, THEREFORE, BE IT PROCLAIMED THAT** the Brunswick County Board of Commissioners does hereby recognize May 24, 2018 as Saint Philip's church 250<sup>th</sup> Anniversary Day in Brunswick County and further a copy of this Proclamation is presented to the Priest and congregation in testimony of the high regard in which this church and its members are held by Brunswick County and wish God's continued blessings on you.

This the 7<sup>th</sup> day of May, 2018.

---

Frank Williams, Chairman  
Brunswick County Commissioners

Attest:

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Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**Action Item # VII. - 1.**

**From:** Administration - Surplus Property Offers (Steve Stone, Deputy County Manager)  
Steve Stone, Deputy County Manager

**Issue/Action Requested:**

Request that the Board of Commissioners consider offers that have been submitted for surplus parcels.

**Background/Purpose of Request:**

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
01600037	.3 mi west of Mt. Misery Rd (near Navassa)	2.5 acre	\$5,290.00	7-22-1985	\$625.61	\$800.00
225008802	near Snowdrop Ct., NW (near Carolina Shores)	1 acre	\$17,140.00	10-24-2000	\$1,100.97	\$1,000.00
1880001201	Undeveloped area on west side of Boiling Spring Lakes	10 acres	\$7,790.00	10-5-2001	\$2,035.17	\$500.00
0860002701	NC 133 at Town Creek	3 acres	\$650.00	5-23-2011	\$5,393.76	\$300.00

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners consider offers that have been submitted for surplus parcels.

**ATTACHMENTS:**

Description

- ☐ Bid Parcel # 01600037
- ☐ Bid Parcel # 225008802
- ☐ Bid Parcels # 1880001201 and 0860002701

**From:** [Sarah Hamdy](#)  
**To:** [Steve Stone](#)  
**Subject:** Re: Surplus Land  
**Date:** Friday, April 13, 2018 2:47:52 PM

---

**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr Stone,

I would like to bid on land 01600037 I will offer \$800 so please let me know what should I do next

Sarah

On Tue, Apr 10, 2018, 12:55 PM Sarah Hamdy . <[su.0801534@su.edu.eg](mailto:su.0801534@su.edu.eg)> wrote:

Good afternoon Mr. Steve,

I want to thank you so much for your patience. And I have a question. Land number 01600037. Who we can talk to about getting a road to it. Which office I should go to to ask about possibly of having official road to it?

Thanks again very much for your time

Sarah

On Mon, Apr 9, 2018, 12:58 PM Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)> wrote:

Sarah,

Parcel 00500017 is no longer available, as it was sold a couple of weeks ago. We had not yet removed it from our listing.

The Posted sign that you saw is not posted at the correct place. The next parcel due west of 00500017 is the land that we believe that the hunting club leases from its owner (who is not the County.)

Please let me know if I can help further. Thanks.

Best regards,

*Steve*

Steven T. Stone

Deputy County Manager

County of Brunswick

---

**From:** Sarah Hamdy [mailto:[su.0801534@su.edu.eg](mailto:su.0801534@su.edu.eg)]  
**Sent:** Monday, April 9, 2018 12:33 PM  
**To:** Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>  
**Subject:** RE: Surplus Land

**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mr. Steve,

I have a question about a land number 00500017

I want to know how much the government paid for it so I can bid close to that number

Also, when we went to check the land I found the sign said posted privet property for Delco Hunting Clubs I don't know is that for the same land or I looked to a the wrong one even I'm quit sure I did followed the map right

Also want to know if I bought this land can I divide it in the future and make a streets inside it? Am I allowed to do so?

Also attached a photo of the sign I saw

Thanks a lot for your help

Sarah

---

**From:** [Steve Stone](#)  
**Sent:** Friday, April 6, 2018 9:04 AM  
**To:** [Sarah Hamdy](#) .  
**Subject:** RE: Surplus Land

Ok. Thanks for letting me know.

Best regards,

*Steve*

Steven T. Stone

Deputy County Manager

County of Brunswick

---

**From:** Sarah Hamdy . [<mailto:su.0801534@su.edu.eg>]  
**Sent:** Friday, April 6, 2018 9:04 AM  
**To:** Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>  
**Subject:** Re: Surplus Land

**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning

I'm on my way now 10 minutes max I should be there. Sorry for the late

Sarah

On Thu, Apr 5, 2018, 11:41 AM Sarah Hamdy . <[su.0801534@su.edu.eg](mailto:su.0801534@su.edu.eg)> wrote:

Ok we'll be there. Just cause I'm not familiar with the place. Is that the right address

30 GOVERNMENT CENTER DR NE.  
BOLIVIA, NC 28422

On Thu, Apr 5, 2018, 11:33 AM Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)> wrote:

Sarah,

9:00 AM will work for me. I am in Room 307 on the third floor of the David R. Sandifer County Administration Building at 30 Government Circle Drive.

Best regards,

*Steve*

Steven T. Stone  
Deputy County Manager  
County of Brunswick  
30 Government Center Drive  
PO Box 249  
Bolivia, North Carolina 28422  
910-253-2015

[www.brunswickcountync.gov](http://www.brunswickcountync.gov)

---

**From:** Sarah Hamdy . [mailto:[su.0801534@su.edu.eg](mailto:su.0801534@su.edu.eg)]  
**Sent:** Thursday, April 5, 2018 8:04 AM  
**To:** Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>  
**Subject:** Re: Surplus Land

**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks alot for the opportunity. Yes Friday morning is perfect the earlier the better. Just let me know what time that should be and an address please. Thank you.

Sarah

On Wed, Apr 4, 2018, 3:57 PM Steve Stone  
<[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)> wrote:

Sarah,

Yes, the first time I have available would be this Friday morning. Would

anytime then work for you? Thanks.

Best regards,

*Steve*

Steven T. Stone

Deputy County Manager

County of Brunswick

30 Government Center Drive

PO Box 249

Bolivia, North Carolina 28422

910-253-2015

[www.brunswickcountync.gov](http://www.brunswickcountync.gov)

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**From:** Sarah Hamdy [mailto:[su.0801534@su.edu.eg](mailto:su.0801534@su.edu.eg)]

**Sent:** Wednesday, April 4, 2018 3:00 PM

**To:** Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>

**Subject:** Surplus Land

**CAUTION:** This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Sarah. I called you last week to ask about some information about surplus land for sale. I wanted to schedule an appointment to get more information. Can we do that? Thanks a lot

Sarah



**From:** [Ladonna Hewett](#)  
**To:** [Steve Stone](#)  
**Subject:** Placing a Bid on Surplus  
**Date:** Monday, March 26, 2018 11:26:39 AM

---

My Name is LaDonna Hewett ,  
1109 Nautical Lane,  
Calabash, NC 28467  
phone number: 910-269-1211

I would like to place a bid on Parcel #2250008802. 1.02 acres.  
My bid amount is \$1000.00

Thank you  
LaDonna Hewett

Bid to Buy Land

4/23/2018

Parcel # 880001201

Pin # 207812971283

10 Acres

L-103 G/114

my bid is \$500.<sup>00</sup>/<sub>100</sub> total amount

---

Parcel # 0860002701

Pin # 310404849027

3 AC off Hwy #133

my bid is \$300.<sup>00</sup>/<sub>100</sub> total amount

---

Clifton T. Wilson Clifton T. Wilson  
10301 STARWOOD DRIVE  
CHARLOTTE, NC 28215

Home # 704 598-8580

Cell # 704 562-2637



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**Action Item # VII. - 2.**

**From:** Engineering - Courthouse Parking Lot Update, Drainage Pipe Repair, and Request to Bid (Wm. L. Pinnix, P.E., Director of Engineering)  
Wm. L. Pinnix, P.E. - Engineering Director

**Issue/Action Requested:**

Request that the Board of Commissioners receive an update on a new courthouse parking lot, authorize Operation Services to replace an existing drainage pipe, and authorize staff to advertise the parking lot project for bids.

**Background/Purpose of Request:**

The design of the courthouse addition and renovation has begun. Our architect and his security sub-consultant recently completed a two-day security assessment. The project site survey and site geotechnical evaluation was also completed as part of preliminary schematic design.

The courthouse staff parking on the north side of the building will be unavailable during construction due to the building addition footprint and the need for a secured material lay-down area. Please see Sawyer Sherwood & Associate site planning area attachment from a recent Board update.

A new courthouse parking lot with stormwater pond was designed and permitted in 2010 by Criser Troutman Tanner Engineers. This lot would be located directly across the street from the courthouse. CTT Engineers was the original structural engineer for the courthouse when built, and they are also on our architect's team for the addition and renovation project as the site civil and structural engineer. Please see attached CTT parking lot plan sheet.

The designed plans include the site grading, sub-base preparation, stormwater pond and drainage system, asphalt paving and landscape areas. The plans also show an old existing 48-inch corrugated metal pipe (CMP) drainage pipe that needs to be replaced according to Operation Services. After construction of the new parking lot it would be very difficult and costly to replace this CMP pipe. There is also a required ten foot vegetated buffer shown between the new parking lot and the adjacent land owner. It is envisioned that this will be a strip of existing trees left in place. The plans do not include any BEMC security lighting or conduit for data and/or security cameras.

It was planned to have this new parking lot in the courthouse addition plans when bid as either part of the Base Bid or as a Bid Alternate. However, since it will take the architect and his team a year or more to get the building addition designed and ready to bid, it would be possible to have this new parking lot built and in use, and the old 48-inch CMP drainage pipe replaced, by the time we bid out the courthouse addition if this work is funded as a separate project.

County Engineering recently obtained cost estimates from Operation Services and a local utility contractor as follows:

**OPINION OF CONSTRUCTION COST FOR PIPE REPLACEMENT**

Materials:	\$100,000
Labor:	\$30,000
Equipment:	\$10,000
Total:	\$140,000

### **OPINIONS OF CONSTRUCTION COST FOR PARKING LOT**

A. Operation Services Cost Estimate: \$1,032,000

Materials:	\$250,000
Labor:	\$265,000
Equipment:	\$240,000
Rental Equipment:	\$40,000
Surveying:	\$20,000
Curbing and Paving	\$220,000
Timber Revenue:	(\$3,000)

B. Local utility contractor cost estimate: \$600,000

C. BEMC parking lot lighting installation: \$11,050

D. Recommended contract construction contingency: \$50,000

Due to age and condition of the existing 48-inch corrugated metal pipe both County Engineering and Operation Services recommend this pipe replacement prior the new parking lot construction. Future replacement would require damage to the new parking lot.

In summary staff recommends that the Board of Commissioners consider authorizing Operation Services to replace the old 48-inch corrugated metal drainage pipe, consider constructing this new courthouse parking lot as a separate project prior to the courthouse addition, and also authorize staff to advertise the courthouse parking lot for bids. Any new parking lot construction would take place after the 48-inch drainage pipe replacement.

#### **Fiscal Impact:**

Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations

Budget amendment and the associated capital project ordinance is to appropriate Fund Balance \$1,000,000 from the General Fund of which \$850,000 remains designated in the County Capital Reserve for the Courthouse Parking Lot and \$150,000 appropriated in the project.

#### **Approved By County Attorney:**

#### **County Manager's Recommendation:**

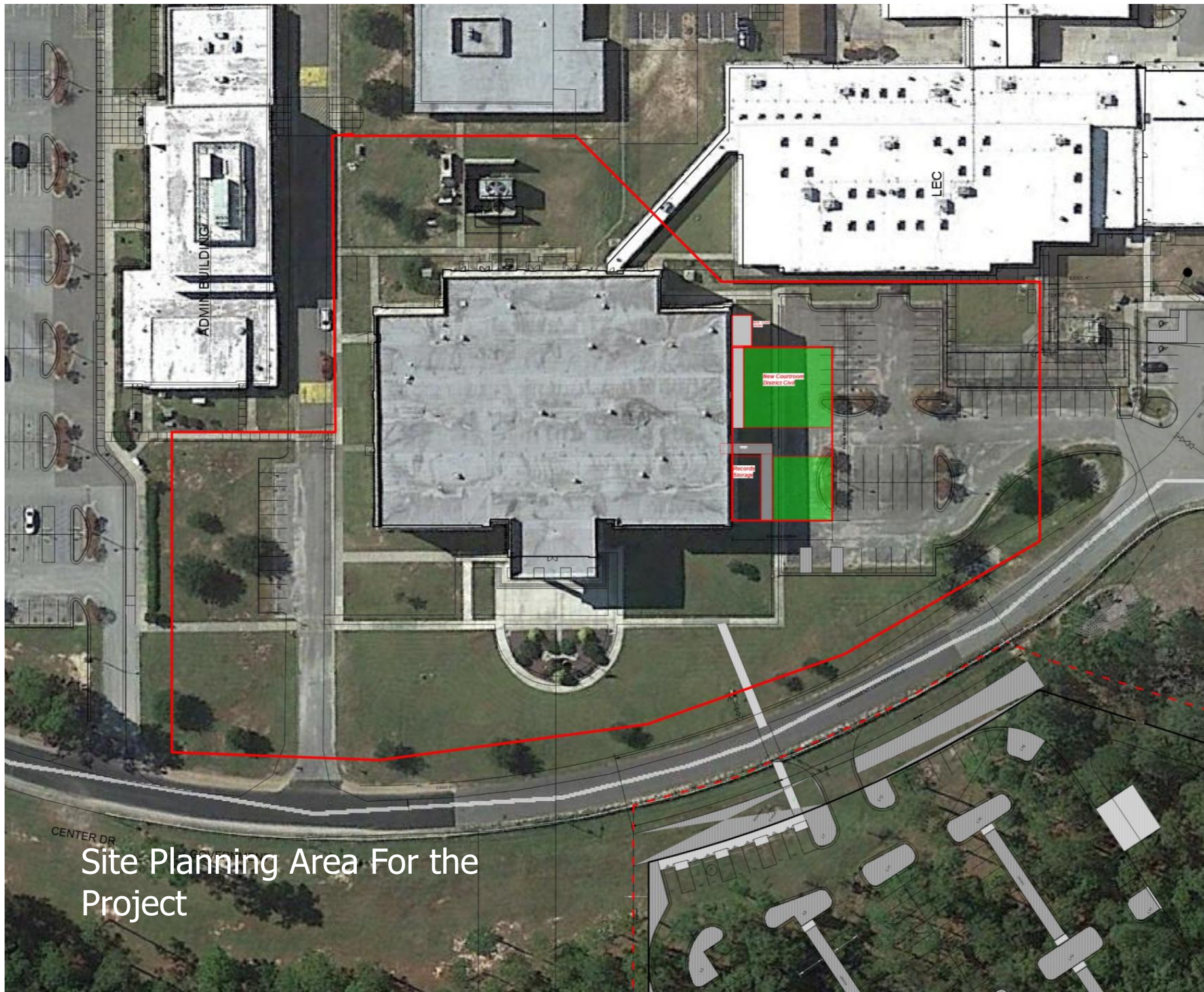
Recommend that the Board of Commissioners receive an update on a new courthouse parking lot, authorize Operation Services to replace an existing drainage pipe, and authorize staff to advertise the parking lot project for bids.

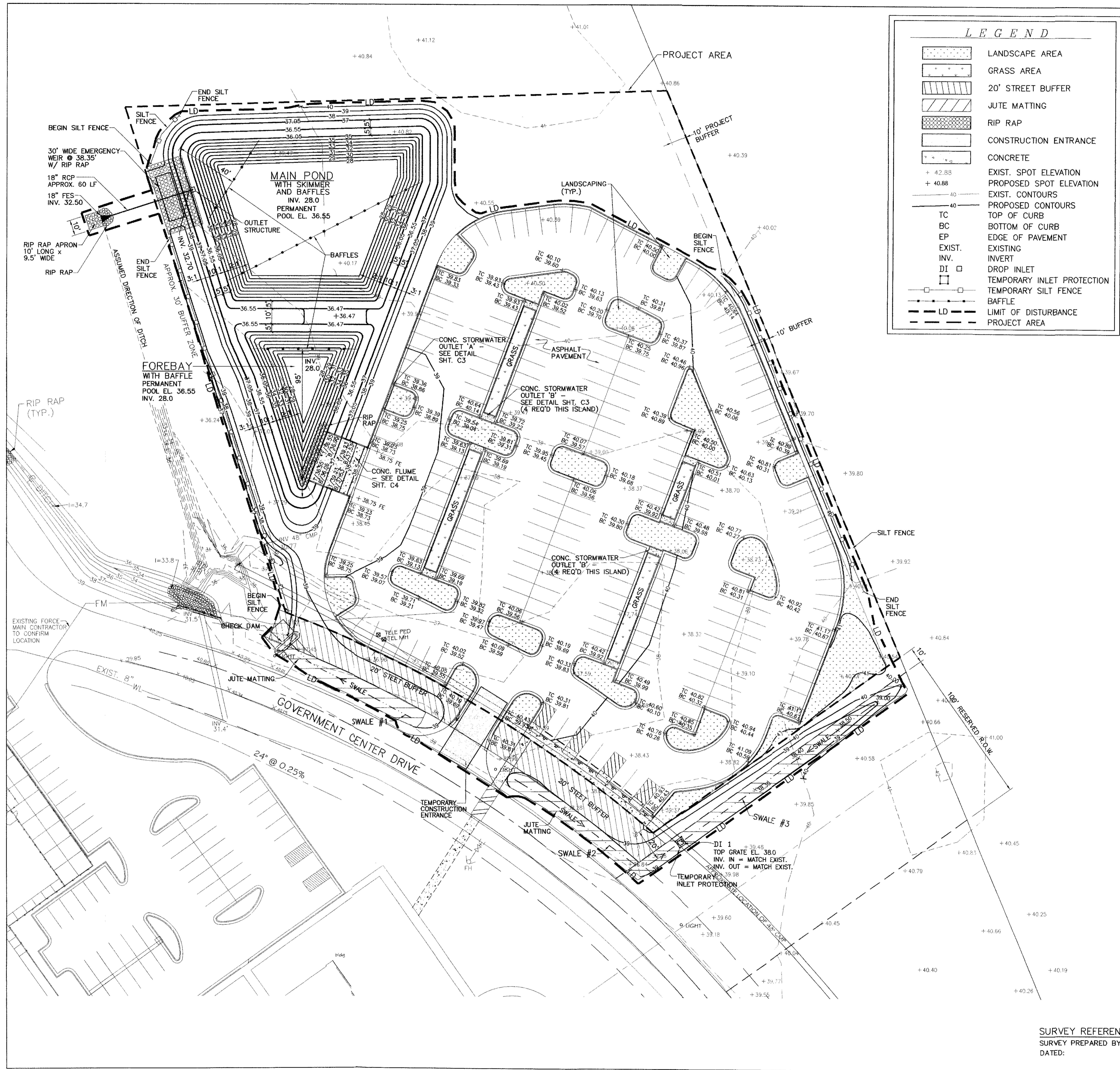
#### **ATTACHMENTS:**

##### Description

- ❑ BC CH Addition SSA Site Planning Area
- ❑ BC CH Addition CTT Parking Lot Plan

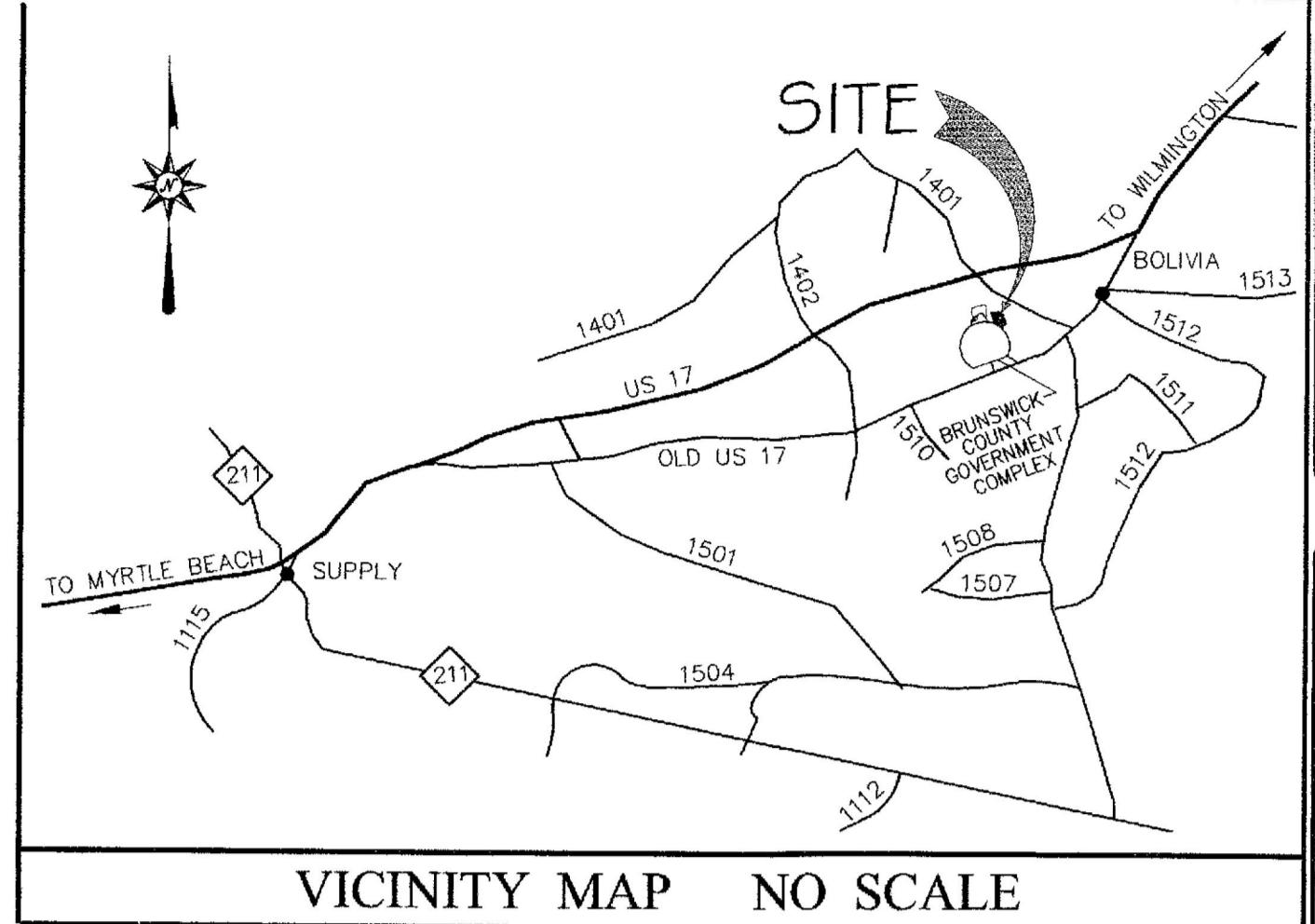
- ▣ BC CH Addition BEMC Parking Lot Light Estimate
- ▣ 20180507 Budget Amendment Courthouse Reserve Funds
- ▣ 20180507 Budget Amendment Couthouse Parking Lot GF
- ▣ 20180507 Budget Amendment Couthouse Parking Lot
- ▣ 20180507 CPO Courthouse Parking Lot Project





**LEGEND**

[Hatched Pattern]	LANDSCAPE AREA
[Hatched Pattern]	GRASS AREA
[Hatched Pattern]	20' STREET BUFFER
[Hatched Pattern]	JUTE MATTING
[Hatched Pattern]	RIP RAP
[Hatched Pattern]	CONSTRUCTION ENTRANCE
[Hatched Pattern]	CONCRETE
[Hatched Pattern]	EXIST. SPOT ELEVATION
[Hatched Pattern]	PROPOSED SPOT ELEVATION
[Hatched Pattern]	EXIST. CONTOURS
[Hatched Pattern]	PROPOSED CONTOURS
[Hatched Pattern]	TOP OF CURB
[Hatched Pattern]	EDGE OF PAVEMENT
[Hatched Pattern]	EXISTING
[Hatched Pattern]	INV.
[Hatched Pattern]	DI
[Hatched Pattern]	DROP INLET
[Hatched Pattern]	TEMPORARY INLET PROTECTION
[Hatched Pattern]	BAFFLE
[Hatched Pattern]	LD
[Hatched Pattern]	LIMIT OF DISTURBANCE
[Hatched Pattern]	PROJECT AREA



**SITE NOTES:**

1. THE CONTRACTOR SHALL VISIT THE SITE TO FAMILIARIZE THEMSELVES WITH FIELD CONSTRUCTION CONDITIONS.
2. CLEARING: REMOVE ALL TREES AND VEGETATION FROM WITHIN 6 FEET OF STRUCTURES, PAVEMENT, OR WALKS AND UTILITY LINES UNLESS NOTED OTHERWISE.
3. GRUBBING: REMOVE COMPLETELY ALL STUMPS, LOGS, AND DEBRIS FROM WITHIN 10 FEET OF STRUCTURES, PAVEMENTS, OR WALKS AND UTILITY LINES.
4. STRIPPING: BEFORE EXCAVATING OR FILLING, REMOVE ALL TOPSOIL, WOOD, LEAVES, AND ANY MATERIALS UNSUITABLE FOR ATTAINING COMPACTION SPECIFIED.
5. BORROW MATERIAL: THE CONTRACTOR SHALL FURNISH ANY BORROW MATERIAL REQUIRED FROM THE SITE AT NO ADDITIONAL COST TO THE OWNER. ALL BORROWED MATERIAL MUST COME FROM A LEGALLY OPERATED MINE OR OTHER SOURCE APPROVED BY THE STATE.
6. CLEARED, GRUBBED, STRIPPED, OR EXCAVATED SPOIL SHALL BE REMOVED FROM THE SITE.
7. TOPSOIL SHALL BE APPLIED 4 INCHES THICK IN AREAS DISTURBED BY CONSTRUCTION. (UNLESS OTHERWISE NOTED)
8. LAYOUT: THE CONTRACTOR SHALL PROVIDE ALL LAYOUT REQUIRED TO CONSTRUCT HIS WORK.

**CONSTRUCTION SEQUENCE**

1. CONDUCT PRECONSTRUCTION CONFERENCE.
2. INSTALL TEMPORARY CONSTRUCTION ENTRANCE.
3. INSTALL PERIMETER SILT FENCE AS INDICATED. MINIMIZE SITE DISTURBANCE FOR THIS INSTALLATION.
4. INSTALL THE PROPOSED FOREBAY AND MAIN POND. INSTALL THE TEMPORARY SEDIMENTATION BAFFLES IN THE POND SYSTEM AS INDICATED TO PROVIDE FOR SEDIMENT CAPTURE AND TEMPORARY STORAGE. REMOVE SEDIMENT AFTER 0.5 FEET ACCUMULATES.
5. INSTALL THE TEMPORARY CHECK DAM DEVICE ON SWALE #1 AS INDICATED.
6. INSTALL NEW DROP INLET (DI-1) ON THE EXISTING 48-INCH PIPE. INSTALL THE SEDIMENT BARRIER AROUND THE DROP INLET.
7. COMMENCE GRADING OPERATIONS FOR THE ENTIRE SITE.
8. ONCE IMPERVIOUS SURFACES ARE COMPLETE, ALL ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE DETENTION/SEDIMENTATION DEVICES. THE DETENTION DEVICES SHALL THEN BE REWORKED AS NECESSARY TO ACHIEVE THE INVERTS, TOPS, AND DIMENSIONS AS REQUIRED BY THESE DOCUMENTS. THE DETENTION DEVICES WILL BEGIN THEIR PERMANENT PURPOSE OF TREATING RUNOFF FROM THE IMPERVIOUS SURFACES.
9. REMOVE THE TEMPORARY CONTROL DEVICES (SILT FENCE, CHECK DAM, SEDIMENT POND BAFFLES, ETC.) ONCE PERMANENT VEGETATIVE COVER IS ESTABLISHED.
10. THE CONTRACTOR IS RESPONSIBLE FOR THE SITE UNTIL ALL TEMPORARY CONTROL DEVICES HAVE BEEN REMOVED.

**SURVEY REFERENCE**

SURVEY PREPARED BY: TOMPKINS LAND SURVEYING, P.A.  
DATE: SEPT. 29, 2009



BRUNSWICK COUNTY GOVERNMENT COMPLEX

BOLIVIA, NORTH CAROLINA

NEW PARKING LOT

GRADING & STORMWATER PLAN

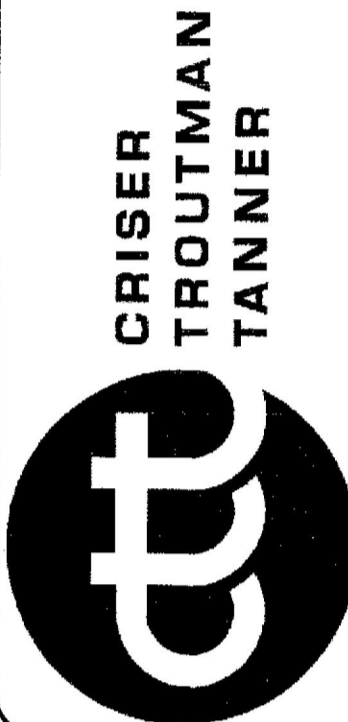
DESIGNED BY: DEC  
DRAWN BY: HWL  
QUALITY CONTROL: DEC  
SCALE: NOTED  
FILE NUMBER: 6310  
DATE: 1-11-10  
SHEET NUMBER: C2

GRADING, EROSION CONTROL, AND STORMWATER PLAN

SHEET NUMBER: C2

REVISIONS	DATE	NO.	COMMENTS
1	2/16/10	1	REVIEW COMMENTS
2	6/28/10	2	REVIEW COMMENTS

CRISER TROUTMAN TANNER  
CONSULTING ENGINEERS  
3809 Peachtree Ave., Suite 102  
Wilmington, NC 28403  
910.397.2929 Ph.  
910.397.2971 Fax  
Email: ctt@cttengineering.com  
Firm License Number: F-0113





## BRUNSWICK ELECTRIC Membership Corporation

A Touchstone Energy®  
Cooperative 

April 26, 2018

RE: The New Court House Parking Lot

To: William Pinnix

After reviewing the new court house parking lot, I estimate that the cost to install the lighting will be as follows.

Poles to be installed	8 x \$100.00 = \$800.00
Extra underground footage	300' x \$2.50 = \$750.00
UG primary	500' x \$9.00 = \$4,500.00
Bores	250' x \$20.00 = \$5000.00

Total \$11,050.00 + taxes

The poles will be Satin aluminum and the fixtures will be LED with the body being gray in color (Same as Town Creek Park). The monthly rate per light will be between \$36.65 - \$41.65 EA. So the monthly charge will be as follows.

12 Lights	12 x \$36.65 = \$439.80 + taxes or
12 Lights	12 x \$41.65 = \$499.80 + taxes

Thank you for allowing us to "Keep Your Nights Bright".

**Headquarters:**

795 Ocean Hwy West,  
Supply, NC 28462

PO Box 826  
Shallotte, NC 28459  
910-754-4391  
800-842-5871  
Fax: 910-755-4299

**Whiteville Office**

PO Box 980  
Whiteville, NC 28472  
910-642-5011

**Southport/Oak**

**Island Office**

PO Box 10549  
Southport, NC 28461  
910-457-9808

Sincerely,

*Clayton Rivenbark*

Clayton Rivenbark  
Supervisor of Lighting



Request Info	
Type	Budget Amendment
Description	Courthouse Reserve Funds
Justification	Board Meeting 05/07/2018-Appropriate \$1,000,000 of fund balance for use in the Courthouse Parking Lot project. The first stage of the expansion will be removal and replacement of existing 48" drainage pipe and the construction of a new parking lot.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	850000	Increase	Credit
439801	464204	Interfund Trans Co Cap Reserve	New Courthouse Future Cap Imp	850000	Increase	Debit

Total	
Grand Total:	1700000

Request Info	
Type	Budget Amendment
Description	Courthouse Parking Lot GF
Justification	Board Meeting 05/07/2018-Appropriate \$1,000,000 of fund balance for use in the Courthouse Parking Lot project. The first stage of the expansion will be removal and replacement of existing 48" drainage pipe and the construction of a new parking lot.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	1000000	Increase	Credit
109800	498043	Interfund Trans General Fund	Trans To County Cap Project	1000000	Increase	Debit

Total	
Grand Total:	2000000

Request Info	
Type	Budget Amendment
Description	Courthouse Parking Lot
Justification	Board Meeting 05/07/2018-Appropriate \$1,000,000 of fund balance for use in the Courthouse Parking Lot project. The first stage of the expansion will be removal and replacement of existing 48" drainage pipe and the construction of a new parking lot.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438208	398110	Court House Parking Lot	Trans Frm General Fund	150000	Increase	Credit
438208	464002	Court House Parking Lot	Construction	150000	Increase	Debit

Total	
Grand Total:	300000

**COUNTY OF BRUNSWICK, NORTH CAROLINA  
CAPITAL PROJECT ORDINANCE  
Couthouse Parking Lot Project  
(438208)**

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 Capital Projects Fund:

**County Capital Projects Fund:**

Revenues:

Transfer from General Fund		<u>150,000</u>
<b>Total County Capital Project Revenues</b>	<b>\$</b>	<b>150,000</b>

Expenditures:

Arch/Eng/Legal		0
Construction		<u>150,000</u>
<b>Total County Capital Project Expenditures</b>	<b>\$</b>	<b>150,000</b>

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	\$	150,000
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	150,000
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the May 07, 2018 meeting of the Brunswick County Board of Commissioners.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**May 7, 2018**

**From:**  
Andrea White

**Action Item # IX. - 1.**

Closed Session - Approve Closed Session Minutes and Consult with Attorney

**Issue/Action Requested:**

Request that the Board of Commissioners enter into Closed Session pursuant to G.S. 143-318.311(a)(1) to approve Closed Session Minutes and G.S. 143-318.11(a)(3) to consult with its attorney.

**Background/Purpose of Request:**

**Fiscal Impact:**

**Approved By County Attorney:**

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners enter into Closed Session pursuant to G.S. 143-318.11(a)(1) to approve Closed Session Minutes and G.S. 143-318.11(a)(3) to consult with its attorney.