BRUNSWICK COUNTY BOARD OF COMMISSIONERS REGULAR MEETING AGENDA May 4, 2020 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. Board Appointment - Fire Fee Committee

Request that the Board of Commissioners appoint Sean Fenick as the community member to represent Boiling Spring Lakes on the Fire Fee District Committee.

2. 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.

3. Clerk to the Board - Meeting Minutes

Request that the Board of Commissioners approve the draft minutes from the April 20, 2020 Regular meeting.

4. Emergency Services - CARES Provider Relief Funding

Request that the Board of Commissioner approve a budget amendment and accept the \$182,540.27 that has been allocated to Brunswick County EMS as stimulus money in the CARES Provider Relief Fund.

5. Finance - Fiscal Items

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

-Sheriff's Office Insurance Proceeds Budget Amendment

Appropriate insurance proceeds of \$25,000 for a replacement vehicle.

-Airport Grant 36244.58.12.1 Grant Agreement and Budget Amendment

Approve and authorize the chairman to sign the grant agreement for the airport 36244.58.12.1 in the amount of \$297,810 with a local match of \$33,091. Appropriate \$297,810 of State Aid to Airports and transfer local match of \$33,091 from the county capital reserve undesignated to the 36244.58.12.1 airport corporate hanger project.

- FY21 JCPC Certification & Annual County Plan

Request that the Board of Commissioners approve the FY2020-21 JCPC Certification, Annual Plan, Program Agreements and the FY2020-21 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 FY2020-21 are: Brunswick County Restitution Program \$63,125, Providence Home \$20,441, Guiding Good Choices (GGC) & Systematic Training for effective Parenting (STEP) by Coastal Horizons \$47,289, Teen Court 13th District by Communities in Schools \$59,141, A.R.T. by Coastal Horizons \$44,990 and JCPC Administration \$7,500. A total annual funding plan of \$242,486.

-Lockwood Folly Inlet Dredging Project and Transfer From Shoreline Protection Reserves

Request approval to transfer \$158,780 from the reserves for Shoreline Protection for the Lockwood Folly Inlet Navigation Channel to a depth of approximately 8 feet. The Town of Oak Island's matching share is \$79,390.

6. Governing Body - Proclamation - Elder Abuse Prevention Awareness

Request that the Board of Commissioners proclaim May 10, 2020 through June 21, 2020 as Elder Abuse Prevention Awareness in Brunswick County.

7. Human Resources - Workforce Pandemic Response Plan

Request that the Board of Commissioners approve the Brunswick County Workforce Emerging Infectious Illness or Pandemic Response Plan retro-active to April 27, 2020 and authorize the County Manager to revise this plan as more is known about the virus and/or the needs of Brunswick County.

8. Utilities - Spill Prevention Control and Countermeasures (SPCC) Plans Contract Dewberry Engineers

Request that the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute a contract with Dewberry Engineers, Inc., for engineering services in the amount of \$39,880 for the preparation of Spill Prevention Control and Countermeasures (SPCC) Plans at thirteen (13) Brunswick County Public Utilities sites.

VI. Presentation

1. Engineering - City of Boiling Spring Lakes Sewer Master Plan (William L. Pinnix, P.E.)

Request that the Board of Commissioners receive an update on the City of Boiling Spring Lakes Sewer Master Plan prepared by W. K. Dickson & Company, Inc.

VII. Administrative Report

1. Engineering - Courthouse Plaque Discussion (William L. Pinnix, P.E.)

Request that the Board of Commissioners review preliminary plaque language and proposed plaque location in the lobby of the courthouse honoring Judge Ola M. Lewis.

2. Planning - Joint Planning and Parks & Recreation Project (Kirstie Dixon, Planning Director, and Aaron Perkins, Parks & Recreation Director)

Request that the Board of Commissioners approve a service agreement with McGill Associates, P.A. for the development a community vision and two new plan documents – the Comprehensive Land Use Plan and the Parks and Recreation Comprehensive Master Plan.

3. Utilities - Disaster Response Emergency/On-Call Construction Services Contract Task One State Utility Contractors, Notice of Award, and Associated Budget Amendment (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with State Utility Contractors, Inc., to perform construction services as defined in the Disaster Response Emergency/On-Call Construction Services Contract Work Task One contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates. Staff recommends award of the project for not to exceed amount of \$250,000.00.

4. Utilities - Disaster Response Emergency/On-Call Construction Services Contract Task Three Carmichael Construction, Notice of Award, and Associated Budget Amendment (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with Carmichael Construction Company, Inc., to perform construction services as defined in the Disaster Response Emergency/On-Call Construction Services Contract Work Task Three contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates. Staff recommends award of the project for the not to exceed amount of \$250,000.00.

VIII.Other Business/Informal Discussion

IX. Closed Session

1. Closed Session - Personnel Matter

Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(6) to discuss personnel.

X. Adjournment



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

Board Appointment - Fire Fee Committee

From: Andrea White

Issue/Action Requested:

Request that the Board of Commissioners appoint Sean Fenick as the community member to represent Boiling Spring Lakes on the Fire Fee District Committee.

Action Item # V. - 1.

Background/Purpose of Request:

All of the community member seats on the Fire Fee Committee were appointed in March 2020 with the exception of the seats representing Sunset Harbor/Zion Hill (District 3), Boiling Spring Lakes (District 4) and Shallotte (District 4).

Sunset Harbor/Zion Hill and Shallotte were appointed on April 20, 2020.

Staff recommends the appointment of Sean Fenick representing Boiling Spring Lakes.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney: Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners appoint Sean Fenick as the community member to represent Boiling Spring Lakes on the Fire Fee District Committee.

ATTACHMENTS:

Description

D Fire Fee Committee Appointees

BRUNSWICK COUNTY BOARD OF COMMISSIONERS BOARD APPOINTMENTS

2020 FIRE FEE COMMITTEE

Fire Department	<u>Member</u>	District	<u>Phone</u>	Email
Sunset Beach	Bob Stinson	1	910 209 3499	bob@plangoals.com
Shallotte Point	Jerry Thrift	1	910-617-2869	jerrythrift2@gmail.com
Calabash	Ronnie Mitchell	1	336-902-8816	no email address
Grissettown/Longwood	Carol Dunham	1	910-5756812	carol_eric537@yahoo.com
Ocean Isle	Wayne Rowell	1	910-575-6717	oibwayne@gmail.com
Tri-Beach	Rickie Robinson	2	910-470-2676	rr5074@yahoo.com
Civietown	Napoleon "Poli" Barefoot	2	910-754-8111	nbbarefoot@wwpemlaw.com
Supply	Warren Kroe	2	910-465-3535	liper@mail.com
Bolivia	Jerry Shane Guyton	2	910-262-6612	shaneshtgandac@gmail.com
Sunset Harbor/Zion Hill	Michelle Ingram	3	910-616-2731	annamichelleingram@gmail.com
Oak Island	Ted Bodenschatz	3	336-575-4479	theob726@gmail.com
St. James	Bill Bittenbender	3	910-253-9846	billbitt42@atmc.net
			910-279-0511 (c)	
Southport	Colleen Combs	3	202-549-3938	<pre>hartcombs@gmail.com (do not make public)</pre>
Winnabow	Chris Bordeaux	4	910-269-1267	cbo@atmc.net
Boiling Springs Lakes	Sean Fenick	4	910-620-1847	seanfenick@yahoo.com
Waccamaw	Jeremy King	4	910-231-9438	<u>5kingsofnc@gmail.com</u>
Shallotte	Kenneth Williams	4	910-754-3828	kbwilliams1017@gmail.com
			910-620-7018 (c)	
Northwest	Darren Grice	5	910-619-3137	gricetrucksales@gmail.com
Leland	Bill Wilson	5	910-620-0432	wilsonb6076@gmail.com
Navassa	Valorie Hatten	5	910-265-1297	v.hatten@yahoo.com

Sunset Beach

Mr. Bob Stinson 602 Planters Ridge Drive Sunset Beach, NC 28468 910 209 3499 bob@plangoals.com

Shallotte Point

Mr. Jerry Thrift 1624 lakeview Court SW Ocean Isle Beach, NC 28469 910-617-2869 jerrythrift2@gmail.com

<u>Calabash</u>

Mr. Ronnie Mitchell 8933 Landing Drive SW Sunset Beach, NC 28468 336-902-8816

<u>Grissettown/Longwood</u> Ms. Carol Dunham

537 Gladstone Circle Ocean Isle Beach, NC 28469 910-5756812 carol eric537@yahoo.com

Ocean Isle

Mr. Wayne Rowell 10 Asheville Street Ocean Isle Beach, NC 28469 910-575-6717

<u>Tri-Beach</u>

Mr. Rickie Robinson 1815 Robinsonville Rd SW Supply, NC 28462 910-470-2676 rr5074@yahoo.com

<u>Civietown</u> Mr. Napoleon Barefoot PO Box 543 Supply, NC 28462 nbbarefoot@wwpemlaw.com

Supply Mr. Warren Kroe 1172 Palatka Place SE Bolivia, NC 28422 910-754-6427 liper@mail.com

Bolivia Mr. Jerry Shane Guyton 3615 Lewis Loop Road SE Bolivia, NC 28422 910-262-6612 shaneshtgandac@gmail.com

Sunset Harbor/Zion Hill Michelle Ingram 3093 Valderama Way SE Bolivia, NC 28422 910-616-2731 annamichelleingram@gmail.com

Oak Island

Mr. Ted Bodenschatz 201 Ocean Dr. Oak Island, NC 28465 336-575-4479 theob726@gmail.com

<u>St. James</u> Mr. Bill Bittenbender

3482 Beaver Creek Dr. St. James, NC 28461 910-253-9846 / 910-279-0511 (c) billbitt42@atmc.net

Southport

Ms. Colleen Combs 5231 Shipmast Way Southport, NC 28461 202-549-3938 hartcomb@aol.com

<u>Winnabow</u>

Mr. Chris Bordeaux 5432 Maultsby Road Leland, NC 28451 910-269-1267 cbo@atmc.net

Boiling Springs Lakes Sean Fenick 510 Woodhaven Rd. Southport, NC 28461 seanfenick@yahoo.com

<u>Waccamaw</u>

Mr. Jeremy King 6000 Old King Road Ash, NC 28420 910-231-9438 5kingsofnc@gmail.com

<u>Shallotte</u>

Mr. Kenneth Williams 451 McMilly Rd Shallotte, NC 28470 910-754-3828 -/ 910-620-7018 Kbwilliams1017@gmail.com

<u>Northwest</u>

Mr. Darren Grice 5400 Northwest Road Riegelwood, NC 28456 910-619-3137 gricetrucksales@gmail.com

<u>Leland</u> Bill Wilson

8775 Northridge Drive, NE Leland, NC 28451 (Temp. Address: is 121 Baldwin Drive, Apt #108, Leland, NC 28451) 910-620-0432 wilsonb6076@gmail.com

<u>Navassa</u>

Valorie Hatten 122 North Navassa Rd Leland, NC 28451 910-265-1297 v.hatten@yahoo.com



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

Action Item # V. - 2. Board of Education - Request to Delay Budget Submittal

From: Julie A. Miller

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 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

County Manager's Recommendation:

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

ATTACHMENTS:

Description

20200504 Attach Budget Delay Letter



BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive

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

April 22, 2020

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 15th 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 2020-2021 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,

Freij- Cahill

Freyja Cahill **Chief Finance Officer**

A Community of Learners



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

From:

Action Item # V. - 3. Clerk to the Board - Meeting Minutes

Issue/Action Requested:

Request that the Board of Commissioners approve the draft minutes from the April 20, 2020 Regular meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney: Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the draft minutes from the April 20, 2020 Regular meeting.

ATTACHMENTS:

Description

D Draft Minutes - 2020-04-20 Regular Meeting

BRUNSWICK COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES REGULAR MEETING April 20, 2020 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 (Remote Participation) Commissioner Pat Sykes Commissioner Mike Forte
STAFF:	Randell Woodruff, County Manager Steve Stone, Deputy County Manager Bob Shaver, County Attorney Julie Miller, Finance Director Andrea White, Clerk to the Board Jared Galloway, Deputy Clerk to the Board Meagan Kascsak, Public Information Officer Neal Galloway, MIS

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

I. <u>CALL TO ORDER</u>

Chairman Williams called the meeting to order at 6:07 p.m. following a brief delay due to technical difficulties with the remote participation.

Chairman Williams announced that Commissioner Cooke was in attendance remotely and verified that the audio was sufficient for him to do so.

II. <u>INVOCATION/PLEDGE OF ALLEGIANCE</u>

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

Commissioner Forte moved to allow remote participation by Commissioner Cooke. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

Commissioner Cooke participated via Microsoft Teams (both audio and video) for the duration of the meeting.

III. <u>ADJUSTMENTS/APPROVAL OF AGENDA</u>

Chairman Williams asked for any adjustments to the agenda. No adjustments were requested.

Commissioner Sykes moved to approve the agenda. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

IV. <u>PUBLIC COMMENTS</u>

No one signed up to speak.

V. <u>APPROVAL OF CONSENT AGENDA</u>

Chairman Williams asked for a motion on the Consent Agenda.

Vice-Chairman Thompson moved to approve the Consent Agenda. The motion was seconded by Commissioner Forte and the vote of approval was unanimous.

The following items were approved:

1. Administration - Designation of Applicant's Agent to NC Division of Emergency Management and Applicant Disaster Agreement for NC COVID-19 Pandemic Designated Randell Woodruff as the Primary Agent and Julie Miller as the Secondary Agent for Brunswick County, to the NC Division of Emergency Management, for the purpose of executing and filing applications for federal and/or state assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act and representing the county in all dealings with the State of NC and FEMA for all matters pertaining to disaster assistance required by grant agreements, and approved the Applicant Disaster Agreement for NC COVID-19 Pandemic.

2. Administration - Surplus Property Offers for Upset Bid Process

Accepted, subject to the upset bid process, the following offers that were submitted for surplus parcels that met the value parameters previously established by the Board.

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
230DE024	1829 Little Shallotte River DR, SW	.24 acre	\$1,600.00	12-16-2019	\$559.85	\$1,800.00
0290002401	Bluff DR, NE	.82 acre	\$13,080.00	10-1-2019	\$1,799.06	\$3,525.00

3. Board Appointment - Dosher Memorial Hospital Board of Trustees

Appointed Mr. Douglas Randall (Randy) Jones to fill the unexpired term of Trustee Dr. Scott Starks on the Dosher Memorial Hospital Board of Trustees.

4. **Board Appointment - Fire Fee Committee**

Appointed Kenneth Williams as the community member to represent Shallotte and Michelle Ingram as the community member to represent Sunset Harbor/Zion Hill on the Fire Fee District Committee.

5. Clerk to the Board - Meeting Minutes

Approved the draft minutes from the April 6, 2020 Regular Meeting.

6. County Attorney - Retreat at Ocean Isle Beach, Section 2, Ph 6 DOD

Accepted the Deed of Dedication for water and sewer infrastructure for The Retreat at Ocean Isle Beach, Section 2, Phase 6.

7. **Finance - Fiscal Item**

Approved Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature.

- **Budget Amendment Cooperative Extension** Reduced the Cooperative Extension FY20 budget by \$35,621 for revenues and expenditures for vacant positions and program funding that will not be expended.

- Budget Amendment Register of Deeds Excise Tax

Appropriated \$600,000 of excise tax revenue for associated excise tax fees due to the State.

- Financial Reports for March 2020 (unaudited) Included Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at http:/brunswickcountync.gov/finance/reports.
- Health and Human Services Health Services 619 COVID-19 Crisis Response Agreement Addendum FY19-20 Approved the Division of Public Health Consolidated Agreement Addendum for activity 619 COVID-19 Crisis Response and authorized the Health Director to sign the addendum form.
- 9. Health and Human Services Public Housing: Execution of Annual Civil Rights and Consolidated Plan Certifications Reviewed and executed the Annual Civil Rights Certification and the Certification by State

or Local Officials of PHA Plan Consistency with the Consolidated Plan or State Consolidated Plan.

10. **Human Resources - Proposed Pandemic Telecommuting and Pay Policy** Adopted the proposed Health Pandemic Telecommuting and Pay Policy.

11. Sheriff's Office - SRO Agreement with Charter Day School Accepted the updated School Resource Officer Agreement with Charter Day School, Inc. and Brunswick County Sheriff's Office to continue the partnership and agreement to assign one deputy sheriff at their school in Leland.

- 12. **Tax Administration April 2020 Discovery Valuation & Levy for March 2020** Approved the April 2020 motor vehicle valuation and levy discoveries created in March 2020.
- 13. **Tax Administration April 2020 MV Discovery Valuation & Levy for December 2019** Approved the April 2020 motor vehicle valuation and levy discoveries created in December 2019.
- 14. **Tax Administration April 2020 Releases** Approved the April 2020 releases.
- 15. Utilities Rampage Wastewater Pump Station Contract Extension McKim & Creed Approved and authorized the Chairman and Clerk to the Board to execute the extension of contract with McKim & Creed, Inc., for engineering services associated with the alteration

to the Rampage Wastewater Pump Station due to the Northeast Brunswick Regional Force Main Off-Site Transmission Improvements Project.

VI. <u>PRESENTATION</u>

1. Code Administration - Presentation on Requirement to Issue Permits (Michael Slate, Director Code Administration)

Request that the Board of Commissioners receive a presentation on Code Administration permitting.

Mr. Slate presented, for information, an overview of the duties/responsibilities of Code Administration as it pertains to permitting, construction, and demolition, along with the current fee schedule for residential and commercial permits.

Following discussion, no action was taken.

VII. <u>PUBLIC HEARING</u>

1. Code Administration-Fee Schedule Change Public Hearing (Michael Slate, Director Code Administration)

Request that the Board of Commissioners approve and adopt a fee schedule change in relation to the permit fees associated with RV parks and campground permits.

Mr. Slate proposed a change to the fee schedule to address RV Parks and Campground permits. RV Parks and Campgrounds are not addressed in the current fee schedule. Under the current process, trade permit fees are applied, therefore, sites with electric and plumbing hook-ups are be charged \$100 per trade per site. Discussions regarding two recent projects, where trade permit fees were applied, have resulted in the need to proceed with a change to the fee schedule now, rather than waiting until the new fiscal year. The proposed change would create a permit fee schedule that would apply specifically to RV Parks and Campgrounds. Under the proposed fee schedule, sites with electric and plumbing hook-ups would be charged a \$100 project fee plus \$25.00 per site per trade. Mr. Slate requested that, following the public hearing, the fee schedule change be adopted retroactively to the beginning of the current fiscal year and with a refund of the difference in fees paid for the two projects impacted by this fee schedule change.

Chairman Williams called the public hearing to order at 7:09 p.m. and invited to the podium those who signed up to speak during the public hearing.

Mr. Sammy Varnum, resident of Supply and owner of an RV park currently under construction, spoke in opposition to the current and proposed fee schedule.

Chairman Williams closed the public hearing at 7:27 p.m.

Commissioner Sykes moved to do \$100 for the plumbing, he's only getting one hookup, and \$100 per five services which would be \$500 and not charge the \$25 for each site.

Mr. Shaver stated that the schedule would be applicable to anyone who applies for an RV Park/Campground permit and not about this particular case. He asked for clarification on the motion and the definition of hookup.

Chairman Williams asked Commissioner Sykes to restate her motion for clarification purposes. Commissioner Sykes restated her motion, moving that each permit, or each service provided such as the water, if it is one hookup, is \$100; if the electric is one hookup, it is \$100 per service.

Vice-Chairman Thompson asked Commissioner Sykes to amend her motion to include a fee for return trips if the entire project could not be inspected in one trip.

Chairman Williams asked Commissioner Sykes to restate her motion again in order for a vote to be taken.

Commissioner Sykes restated her motion with the amendment requested, moving that the plumbing for a RV Park, each hookup is the \$100 charge, plumbing and electric, plus if the inspection is more than one time, there will be an additional charge of \$75 for every reinspection. The motion was seconded by Vice-Chairman Thompson.

Following discussion on the motion, Chairman Williams asked for a vote. The motion failed by a vote of 2 to 3. (Ayes – Sykes, Thompson. Nays – Williams, Forte, Cooke.)

Commissioner Cooke moved to approve the original proposal (a \$100.00 project fee plus \$25.00 per site per trade retroactive to the beginning of the current fiscal year and with a refund of the difference in fees paid for the two projects impacted by this fee schedule change). The motion was seconded by Commissioner Forte. The motion passed by a vote of 3 to 2. (Ayes – Williams, Forte, Cooke. Nays – Sykes, Thompson).

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

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

Ms. Clemmons requested the adoption of the proposed street names following the public hearing.

Chairman Williams called the public hearing to order at 7:50 p.m. and invited to the podium those wishing to speak. No one wished to speak.

Chairman Williams closed the public hearing at 7:51 p.m.

Vice-Chairman Thompson moved to approve the street names as presented. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

3. Health and Human Services - Public Housing - Public Hearing to Review Program Goals and Objectives (Catherine Lytch, Social Services Director) Request that the Board of Commissioners conduct a Public Hearing to receive comments or suggestions on the Public Housing Agency goals, objectives, and policies.

Ms. Lytch explained that the U.S. Department of Housing and Urban Development requires each public housing agency to annually hold a public hearing to review goals and objectives. Additionally, every five years, public housing agencies are required to submit a 5-year plan that informs HUD, residents, and the public of the mission for serving low-income and very low-income families. The 5-year plan was updated to include the following goals:

- Continue to improve the quality of assisted housing
- Continue to enhance our technology tools and program effectiveness, identify processes that can be automated and converted to paperless
- Continue to apply for additional HUD funding to meet the needs of community residents
- Continue to improve lease up rate

Ms. Lytch explained that following the public hearing, any information shared will be submitted to HUD.

Chairman Williams called the public hearing to order at 7:54 p.m. and invited to the podium those wishing to speak. No one wished to speak.

Chairman Williams closed the public hearing at 7:54 p.m.

No action was required or taken.

VIII. ADMINISTRATIVE REPORT

1. Utilities - West Brunswick Regional WRF Reclaimed Water High-Rate Infiltration Clemmons Tract Final Adjusting Change Order (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners approve Final Adjusting Time Extension (67 Days) Change Order No. 1 (Deduct \$3,330) with Carmichael Construction Company for construction of the West Brunswick Regional Water Reclamation Facilities – Reclaimed Water High-Rate Infiltration – Clemmons Tract Project.

Mr. Nichols explained the purpose of the project and requested that the Board approve Final Adjusting Time Extension Change Order No. 1 in the deductive amount of \$3,330.

Commissioner Sykes stepped out of the meeting at 7:56 p.m. unexcused.

Vice-Chairman Thompson moved to approve the Final Adjusting Change Order as presented. The motion was seconded by Commissioner Forte.

Commissioner Sykes returned to the meeting at 7:56 p.m.

Chairman Williams restated the motion for Commissioner Sykes and asked for a vote. The vote of approval was unanimous.

IX. OTHER BUSINESS/INFORMAL DISCUSSION

Chairman Williams asked if there were any other items of business or discussion.

1. Chairman Williams thanked staff for all efforts during the COVID-19 situation.

X. <u>ADJOURNMENT</u>

Vice-Chairman Thompson moved to adjourn the meeting at 7:57 p.m. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

DRAFT

Frank Williams, Chairman Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC Clerk to the Board



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

Action Item # V. - 4. Emergency Services - CARES Provider Relief Funding

From: Edward Conrow

Issue/Action Requested:

Request that the Board of Commissioner approve a budget amendment and accept the \$182,540.27 that has been allocated to Brunswick County EMS as stimulus money in the CARES Provider Relief Fund.

Background/Purpose of Request:

This is a request to accept the \$182,540.27 that has been allocated to Brunswick County EMS as stimulus money in the CARES Provider Relief Fund. This money will have to be used to prevent, prepare, and respond to the Coronavirus. As a condition to receiving these funds, providers must agree not to seek collection of out-of-pocket payments from a COVID-19 patient that are greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network provider. Brunswick County will also have to provide quarterly reports on how this money was used.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations Budget amendment appropriates \$182,541 of federal restricted grand funds to support healthcare related expanses or lost revenue attributable to COVID-19

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioner approve a budget amendment and accept the \$182,540.27 that has been allocated to Brunswick County EMS as stimulus money in the CARES Provider Relief Fund.

ATTACHMENTS:

Description

D 20200504 Budget Amendment COVID Cares Act Stimulus Funds.pdf

	Request Info
Туре	Budget Amendment
Description	COVID Cares Act Stimulus Funds
	Board Meeting 05/04/2020 - Appropriate \$182,541.00 of federal restricted grant funds as a result of the CARES Act Provider Relief Fund. The relief fund was specifically set aside for hospitals and other healthcare providers on the front lines of the Coronavirus response, including EMS Providers. The funding will be used to support healthcare-related expenses or lost revenue attributable to COVID-19.
Justification	As a condition to receiving these funds, providers must agree not to seek collection of out-of-pocket payments from a COVID- 19 patient that are greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network provider.
	The calculation of payments is based on a formulation of 2019 Medicare Payments.
Originator	CHRISTINA KENNEDY

		Items				
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104332	331000	Emergency Medical Services	Federal Revenues	182541.00	Increase	Credit
104332	465500	Emergency Medical Services	Grant Subsidy	182541.00	Increase	Debit

]]	Fotal
Grand Total:	365082



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

From: Julie A. Miller

Issue/Action Requested:

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

Action Item # V. - 5. Finance - Fiscal Items

-Sheriff's Office Insurance Proceeds Budget Amendment

Appropriate insurance proceeds of \$25,000 for a replacement vehicle.

-Airport Grant 36244.58.12.1 Grant Agreement and Budget Amendment

Approve and authorize the chairman to sign the grant agreement for the airport 36244.58.12.1 in the amount of \$297,810 with a local match of \$33,091. Appropriate \$297,810 of State Aid to Airports and transfer local match of \$33,091 from the county capital reserve undesignated to the 36244.58.12.1 airport corporate hanger project.

- FY21 JCPC Certification & Annual County Plan

Request that the Board of Commissioners approve the FY2020-21 JCPC Certification, Annual Plan, Program Agreements and the FY2020-21 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 FY2020-21 are: Brunswick County Restitution Program \$63,125, Providence Home \$20,441, Guiding Good Choices (GGC) & Systematic Training for effective Parenting (STEP) by Coastal Horizons \$47,289, Teen Court 13th District by Communities in Schools \$59,141, A.R.T. by Coastal Horizons \$44,990 and JCPC Administration \$7,500. A total annual funding plan of \$242,486.

-Lockwood Folly Inlet Dredging Project and Transfer From Shoreline Protection Reserves

Request approval to transfer \$158,780 from the reserves for Shoreline Protection for the Lockwood Folly Inlet Navigation Channel to a depth of approximately 8 feet. The Town of Oak Island's matching share is \$79,390.

Background/Purpose of Request:

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney: Yes

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- **D** 20200504 FY21 JCPC Annual Plan and Certification
- D 20200504 FY21 JCPC Program Agreements
- **D** 20200504 Budget Amendment Sheriff Insurance Proceeds
- D 20200504 Budget Amendment Airport 36244.58.12.1
- **D** 20200504 CPO Airport Grant Projects
- 20200504 Budget Amendment Lockwood Folly Dredging.pdf

Juvenile Crime Prevention Council County Plan

Brunswick County

For FY 2020-2021

Table of Contents

- I. Executive Summary
- II. County Funding Plan
- III. County Funding Plan Addendum
- IV. Juvenile Crime Prevention Council Organization
- V. County Risk and Needs Assessment Summary
- VI. County Juvenile Crime Prevention Council Request for Proposals
- VII. Funding Decisions Summary
- VIII. Funded Programs Descriptions (which do not have Program Enhancement Plan)
- IX. Program Enhancement Plans (for each program approved by the JCPC)

Attachments:

Executive Summary

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

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

JCPC Action Plan Progress:

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

<u>Priorities for Funding</u>: 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

<u>Monitoring and Evaluation</u>: 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)

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

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

Note: There was \$242,486 in JCPC funding request for FY2020-2021.

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

Respectfully Submitted,

John C. manning

Chair, County Juvenile Crime Prevention Council

Date: 4-17-20

Brunswick County NC DPS - Community Programs - County Funding Plan

Available Funds:

\$242,486

\$

Local Match:

\$134,000

\$

Rate: 20%

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

			LOCAL FUNDING			OTHER	OTHER		
#	Program Provider	DPS-JCPC Funding	County Cash Match	Local Cash Match	Local In- Kind	State/ Fi Federal	Funds	Total	% Non DPS-JCPC Program Revenues
1	JCPC Administration	\$7,500						\$7,500	
2	Coastal A.R.T.	\$44,990			\$8,999			\$53,989	17%
3	Brunswick Restitution	\$63,125			\$22,691			\$85,816	26%
4	Guiding Good Choices &Systematic Training Toward Effective Parenting	\$47,289			\$9,509			\$56,798	17%
5	Providence Home	\$20,441	\$35,000	\$17,616				\$73,057	72%
6	Brunswick Teen Court	\$59,141		\$30,000	\$10,185			\$99,326	40%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	\$242,486	\$35,000	\$47,616	\$51,384			\$376,486	36%

Date

Amount c			
Amount of funds re			
Discre			
check type	✓initial plan	update	final
	DPS Use Only		
Reviewed by	Area Consultar		Date
	Area Consultar	IL .	Date
Reviewed by			
	Program Assistar	nt	Date
Verified by			

Designated State Office Staff

John E. manning	4-17-20
pperson, Juvenile Crime Prevention Council	(Date)

Charperson, Juvenile Crime Prevention Council

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

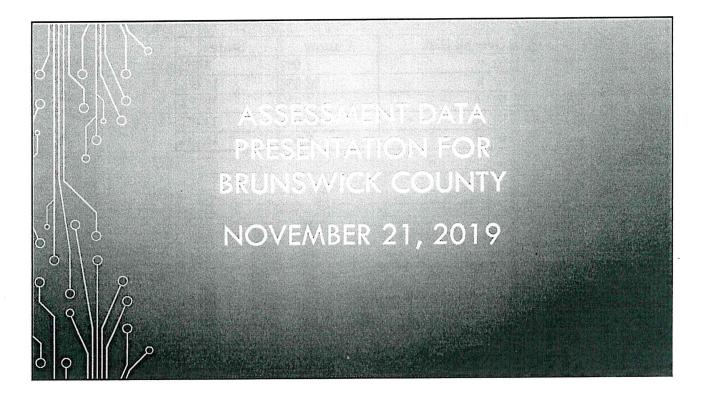
Juvenile Crime Prevention Council Organization

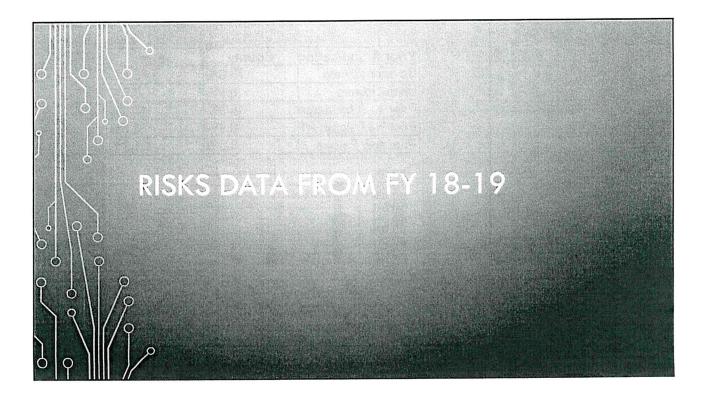
	Name	Organization	Title
Chairperson	John Manning	County Commissioner Appointee	Retired
Vice-Chairperson	Maxine Elliott	Elliott Consulting	President
Secretary	Regina Bennett	Contract Position - JCPC Coordinator	JCPC Coordinator
Treasurer	Regina Bennett	Contract Position- JCPC Coordinator	JCPC Coordinator
Assessment Committee Chairperson	Melinda Johnson	Brunswick County Parks & Recreation	Marketing & Community Events Coordinator
Funding Committee Chairperson	Maxine Elliott	Elliott Consulting	President

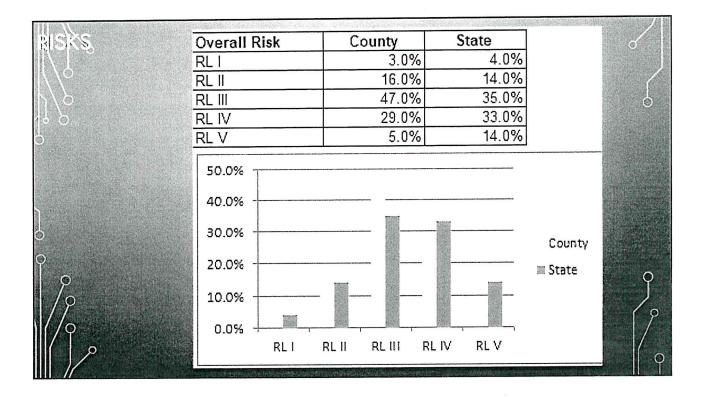
Number of 21

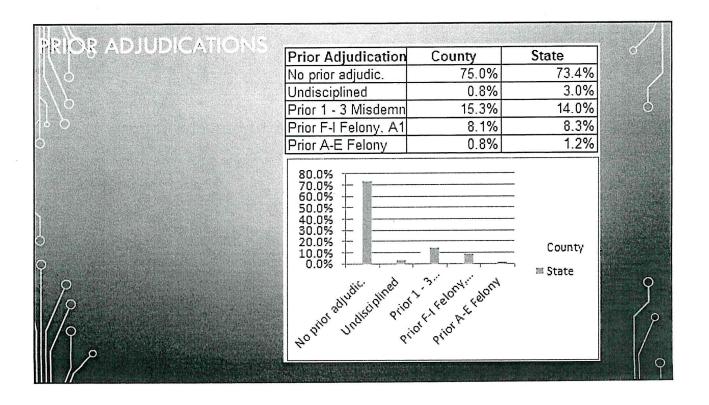
List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

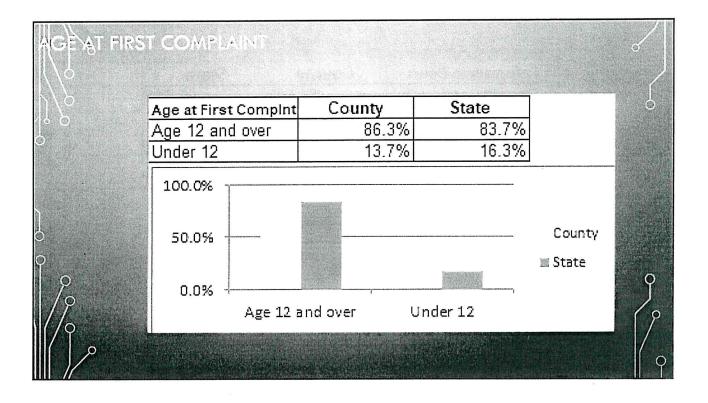
Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
7/2019	No Meeting	N/A
8/15/19	8	No
9/19/19	13	Yes
10/17/19	15	Yes
11/21/19	15	Yes
12/2019	No Meeting	N/A
1/15/20	12	Yes
2/20/20	12	Yes
3/19/20	No Meeting	N/A

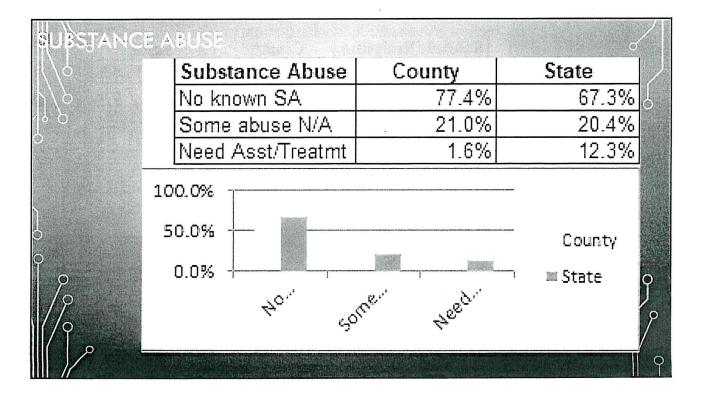


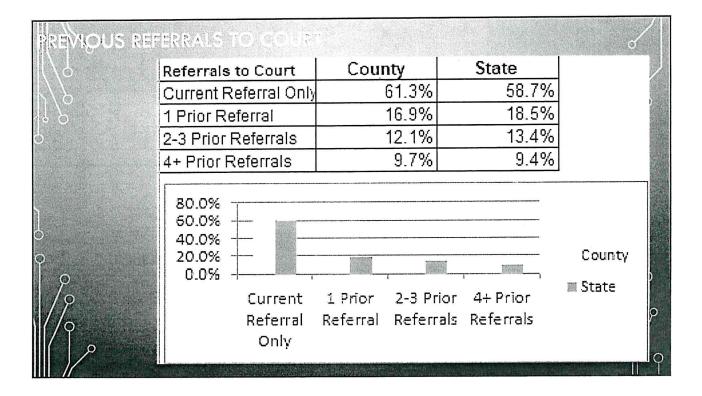


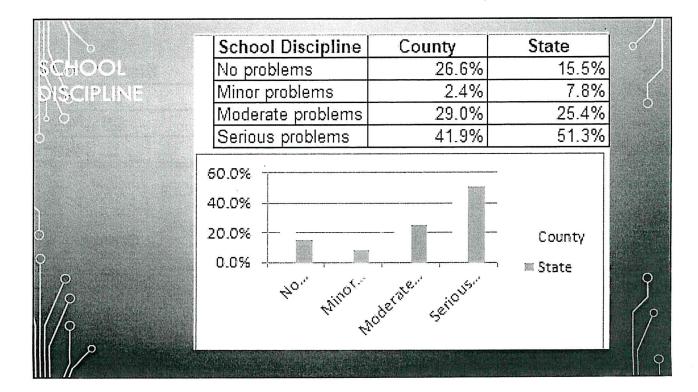


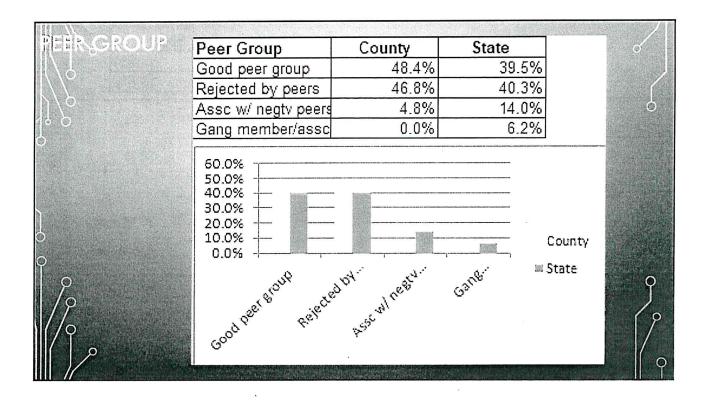


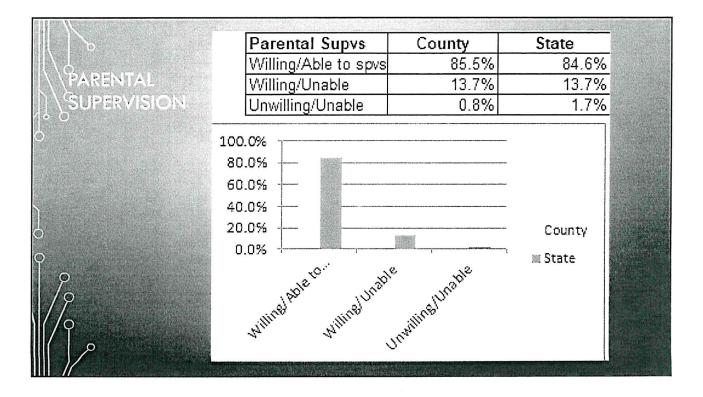


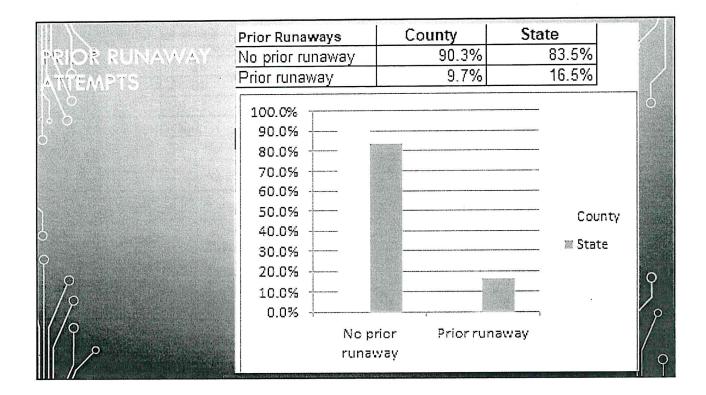


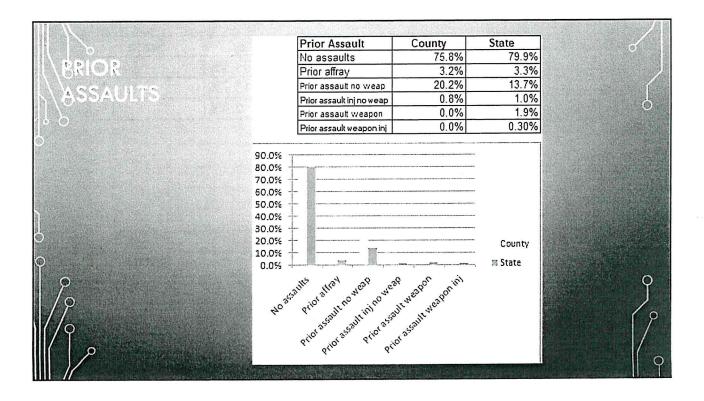


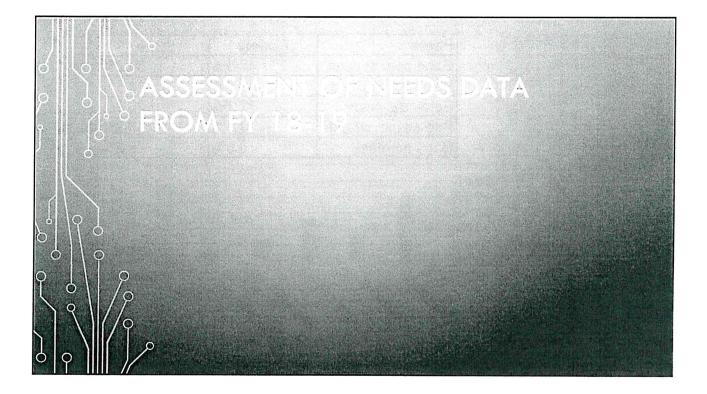


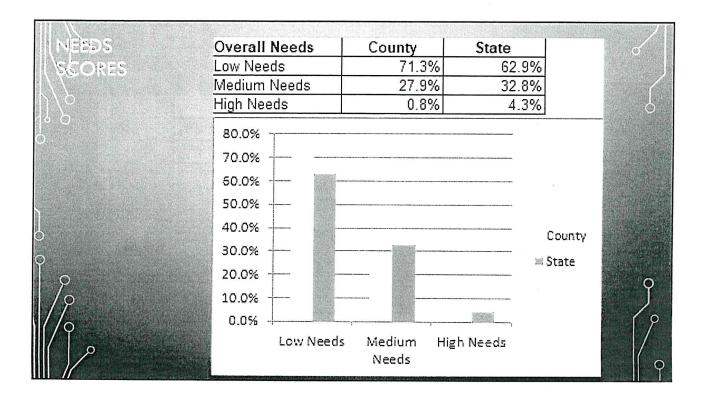


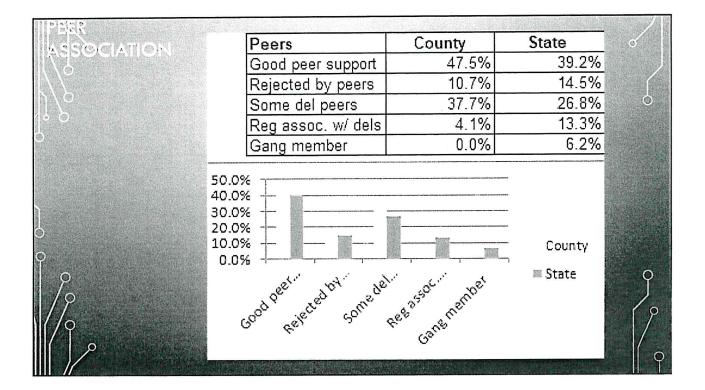


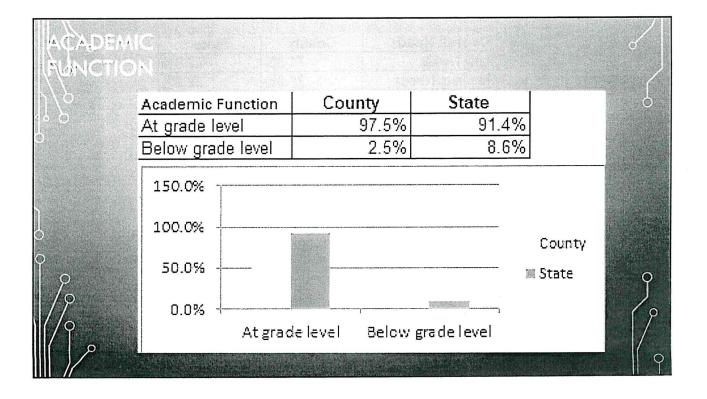


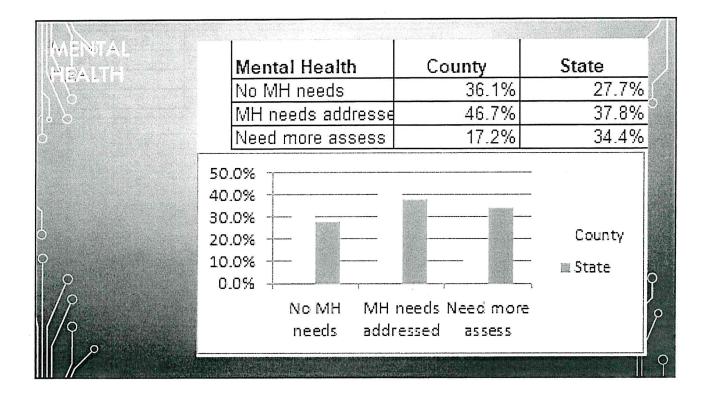


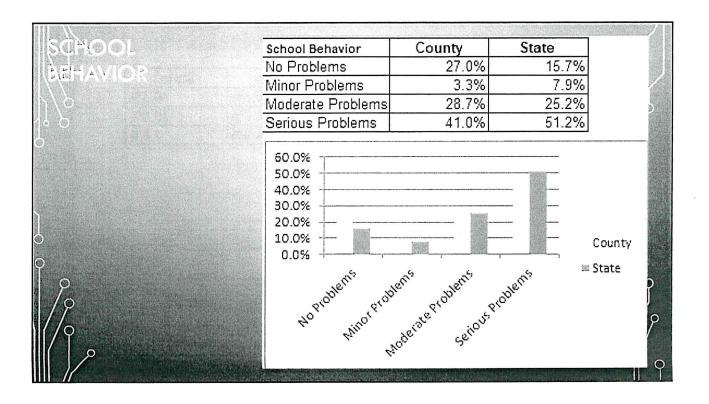


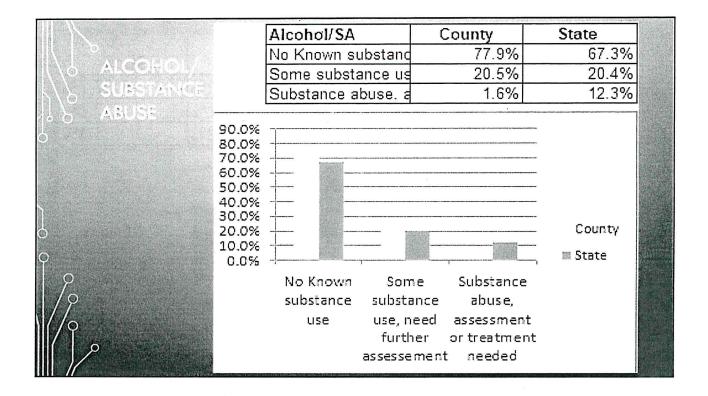


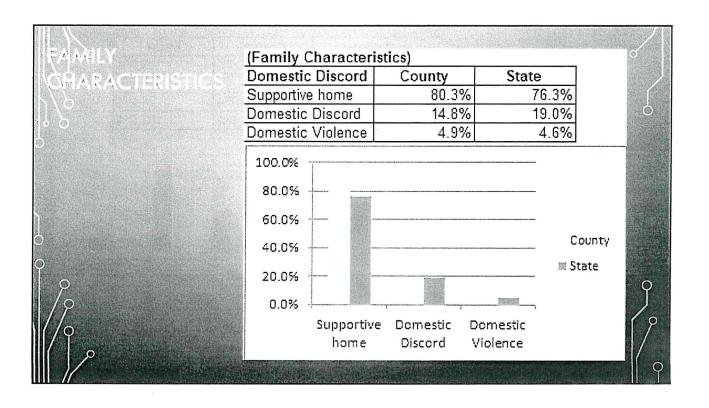


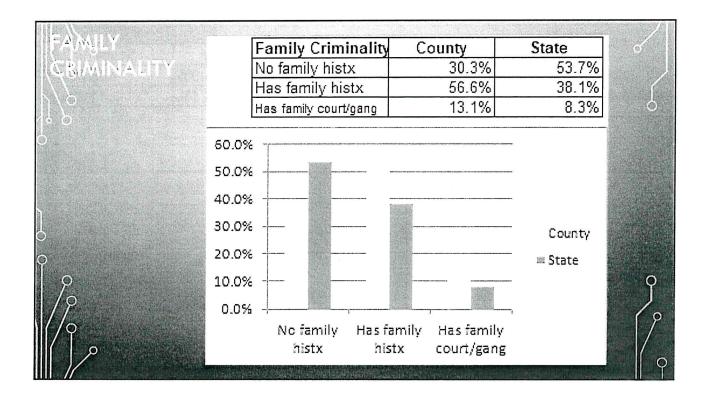


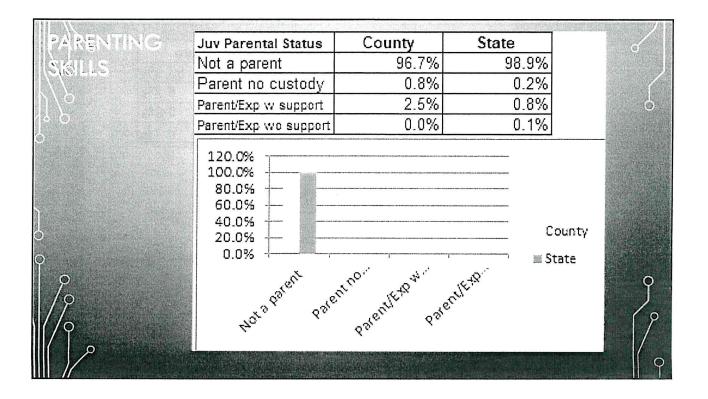


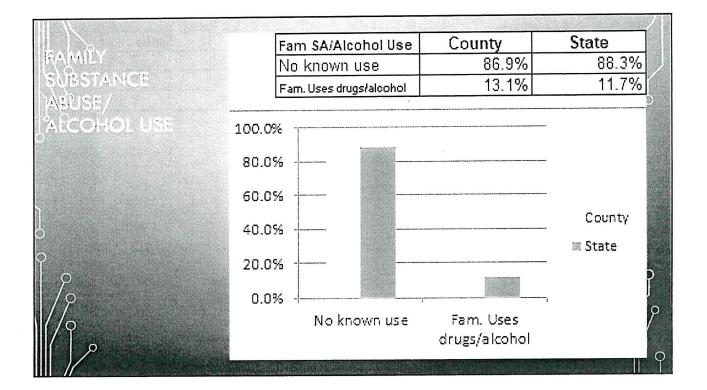


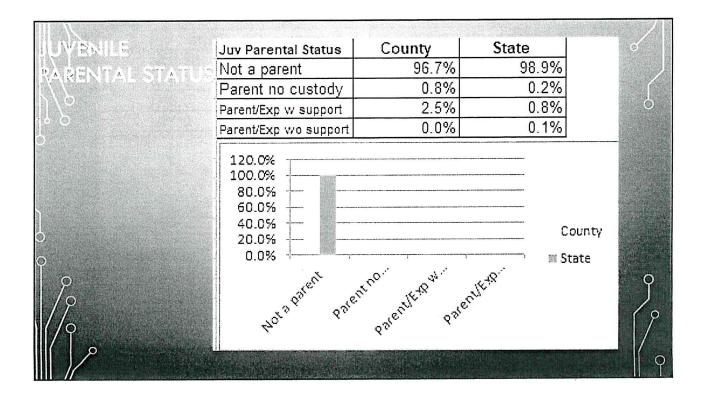


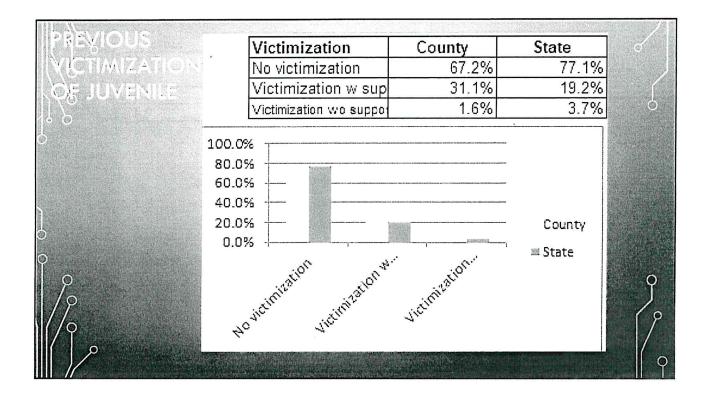


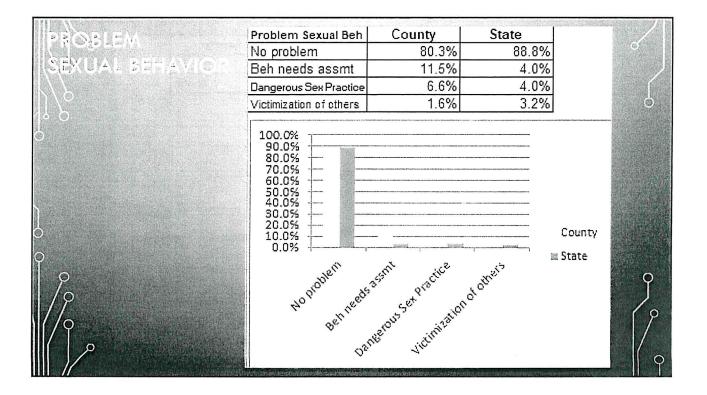




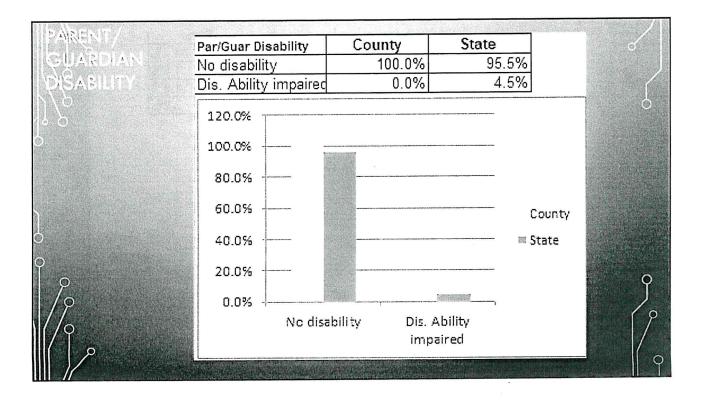






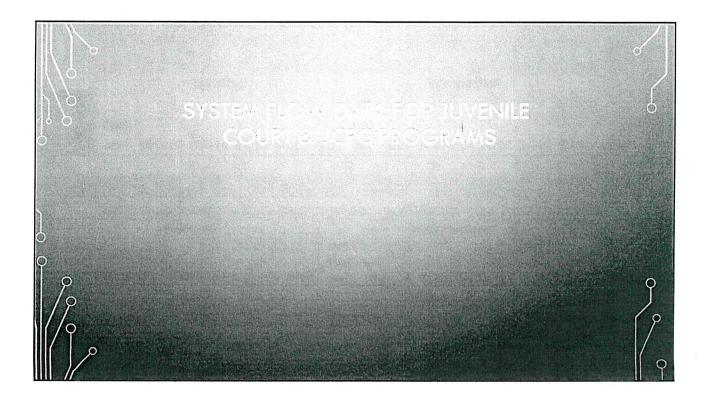


I NAMENILE'S	Living Arrangemt	County	State	
IN ASP	Parent/Guard needs met	91.8%	90.5%	
	Temp Residential	8.2%	8.8%	/
ARANGEMENTS	Parent/Guard needs not met	0.0%	0.3%	L.
$\mathbf{N}_{\mathbf{C}}$	Independent needs not met	0.0%	0.4%	0
	100.0% 90.0% 80.0% 70.0% 60.0% 50.0% 40.0% 30.0% 20.0% 10.0% 0.0% 10.0% 0.0% Falloution Tamp Parentound Parentound	heeds	County # State	<u>٩</u>

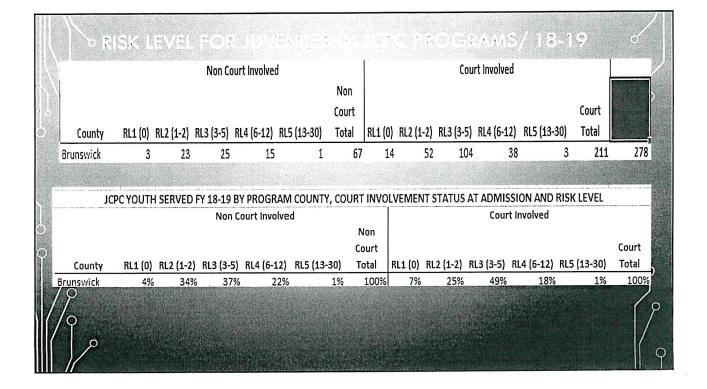


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HEALTH/	Health/Hygiene	County	State	
	No health/hygiene prob	85.2%	91.7%	
HYGIENE	H/H no impairment	14.8%	7.4%	
1/9	Handicap limits funct	0.0%	0.5%	0
60	Handicap/no treatx	0.0%	0.5%	and the second
	100.0% 80.0% 60.0% 40.0% 20.0% 0.0% NO'' H ^{IH} nO'' H ^{IH} nO'' H ^{IH} nO''	Handleagho.	County State	9

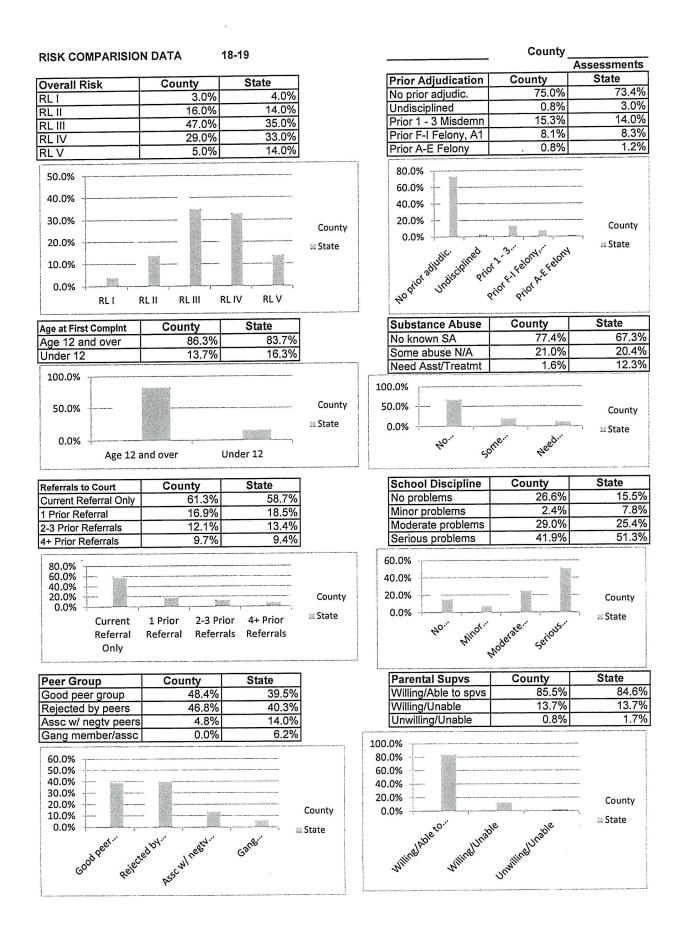


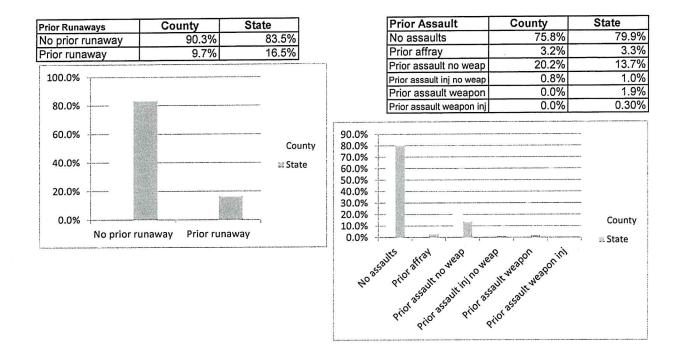
	2018 - June 30, 2019	County Youth ages 10-17	School Year Short & Long Term Out-of-School Suspension	Ac	C Non-Co Imissions sk and Co or Consul	a Jrug		Diversion Plans/ Contracts	Juveniles Appr'd for Court	Adj, cat Juver	ed niles	Supervision	Supervised Probation	Deten- tion Adms	YDC Commtments	Post Release Supvs	
		11.331	1935 ST/ 3 LT		63		87	34	33	1	8	0	15	22	0	1	
-		ICPC Youth	Admitted	No D.U Involvement Youth At-Risk	Court Counselor Consultation	Legal Status Uhknown		Intake/Diverted	Pettion Fled	Undisciplined	Deinquent	Protective Supervision	Super-ised Probation	District Court (Deferred)	Community Comminient	SF	Program Totals
A PARTY																	61
<u>T</u>	een Court	-13th District						61									
F	Annswick	Restitution		1				99					3			1	104
2	Guiding Go	od Choices	& Systematic														13
<u> </u>	raining for	Effective Pa	renting	11				2									
F	ravidence	Home		12	4			3					2				21
	Coastal AF	от		35				1									36
	2033(8) 71																0
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PER	CENTA	GE C	F TO	TAL C	OMP	LAINT	TS RE	CEIVE	D TH	AT W	ERE	
			SCH	OOL-I	BASE	D: BY	COUR	YTV				
Co	ounty		FY 1	5-16	FY	16-17		FY 17-	18	FY 1	8-19	
STATE	1.45	5. 21		43%		4	1%	Ξ,	42%	-	45%	6
Brunsw	ick			74%		4	7%		49%		46%	5
			COMPL	AINTS REC	EIVED BY	COUNTY:	FY 15-16	TO FY 18-	19			A CONTRACTOR
		FY 15-16			FY 16-17			FY 17-18		1011 C 575. 1	FY 18-19	
	Not			Not			Not			Not		
Country	School- Based	School-	FY 15-16 Total	School-		FY 16-17	School-	School-		School-	School-	
County ATE	16,456	Based 12,584	29,040	Based 16,192	Based 11,300	Total 27,492	Based 15,476	Based 11,325	Total 26,801	Based 12.280	Based 10,140	Total 22,420
unswick	10,430	371	23,040	166	149	315	13,470	11,525	20,801	12,280	10,140	22,420





Brunswick County Substance Abuse JCPC

Providers

Coastal Horizons Center Shallotte, NC (910) 754-4515

- Outpatient Intensive In-Home Services with Seven Challenges
- Outpatient Individual Therapy Services with Seven Challenges

Coastal Southeastern United Care Shallotte, NC (910) 755-5222

- Outpatient Intensive In-Home Services with Seven Challenges
- Outpatient Individual Therapy Services with Seven Challenges

A Helping Hand of Wilmington Leland, NC (910) 796-6868

• Outpatient Individual Therapy Services with Seven Challenges

Strategic Behavior Leland, NC (910) 371-2500

Inpatient Services

			0	OUT-OF-SCHOOL SUSPENSION	HOOL SUS	PENSION							IN-SCHC	IN-SCHOOL SUSPENSION	NOISN			
School		Female			Male			Total			Female			Male			Total	
	15-16	16-17	17-18	15-16 16-17 17-18 15-16 16-17 17-18	16-17		15-16 16-17 17-18	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	16-17 17-18 15-16 16-17 17-18 15-16 16-17 17-18	16-17	17-18
Grand Total	1446	526	526 433		1483	424 1483 1677	1870 2009 2110	2009	2110	669	954	785	2177	2610 2223	2223	2876	2876 3564 3008	3008
							Contraction of the local division of the loc											

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For this data collection, 1-Penod ISS, 2-Period ISS, and Choices were not included. The data only reflects actions defined as 3-Period ISS, In-School Suspension and Out-of-School Suspension.

Brunswick County Health Services

01/01/2018-12/31/2018



Program: Child Health

Age of Patient	Number of Patients	Number of Visits
10	34	72
11	42	90
12	43	77
13	43	75
14	27	45
15	18	31
16	26	44
17	23	38
18	23	34

Program: Maternal Health

Age of Patient	Number of Patients	Number of Visits
10	-	
11	-	-
12	-	-
13		_
14	-	-
15	1	1
16	-	-
17	4	23
18	8	42

Program: Family Planning

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Age of Patient	Number of Patents	Number of Visits
10	-	-
11	-	11
12	1	1

		- - 3 7	in the warde
13	-	-	09 10 13
14	2	3	*,2%c
15	4	7	La Xan
16	9	16	
17	27	56	
18	33	69	

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Program: Immunizations

Age of Patient	Number of Patients	Number of Visits
10	15	17
11	19	22
12	32	32
13	57	60
14	20	21
15	20	20
16	22	31
17	13	18

18	37	49

Program: STD

Age of Patient	Number of Patients	Number of Visits
10	_	-
.11	-	-
12	1	1
13	_	-
14	1	2
15	1	1
16	2	3
17	2	2
18	14 .	21

Program: Tuberculosis

Age of Patient	Number of Patients	Number of Visits
10	1	2
11	-	-

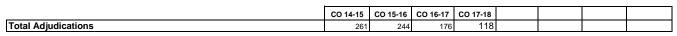
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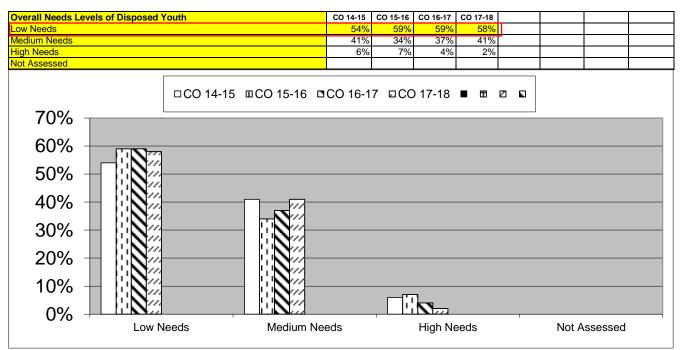
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BRUNSWICK COUNTY NEEDS ASSESSMENT OBSERVATIONS (JCPC Annual Planning)

NEEDS ASSESSMENT COMPARISION DATA

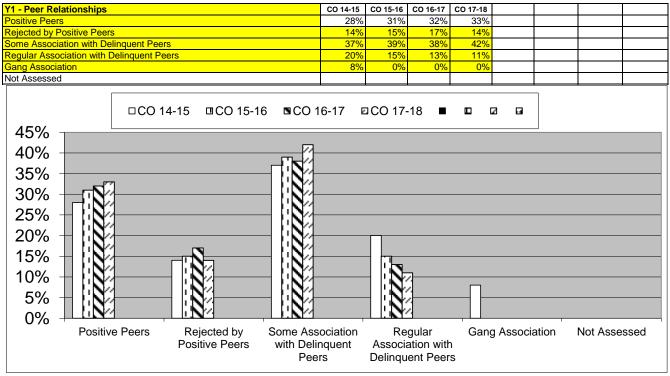
BRUNSWICK COUNTY





On average for the 4 year period, 57.5% of youth have low overall needs; and 38.2% of youth have medium overall needs.

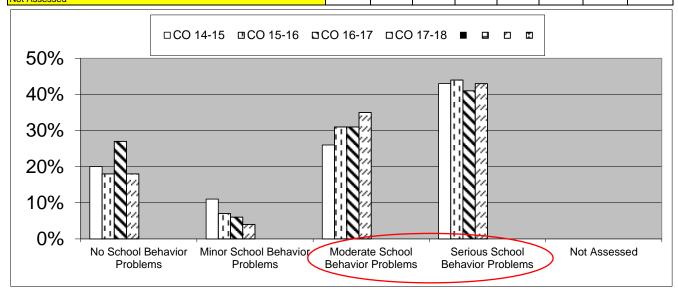
PEER DOMAIIN



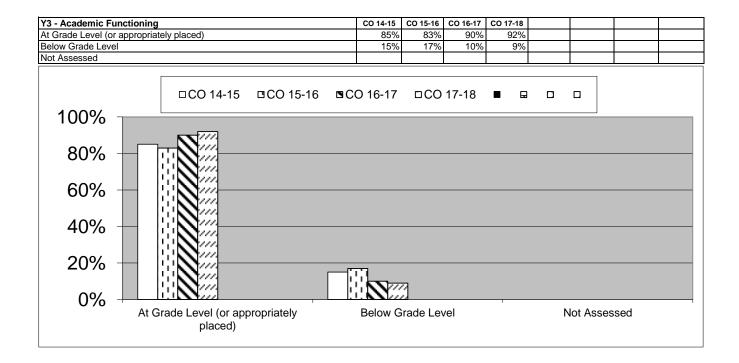
*On average for the 4 year period, 68.7% of youth were rejected by positive peers, had some association with delinquent peers, or had regularly association with delinquent peers.

SCHOOL DOMAIN

Y2 - School Behavior	CO 14-15	CO 15-16	CO 16-17	CO 17-18		
No School Behavior Problems	20%	18%	27%	18%		
Minor School Behavior Problems	11%	7%	6%	4%		
Moderate School Behavior Problems	26%	31%	31%	35%		
Serious School Behavior Problems	43%	44%	41%	43%		
Not Assessed						



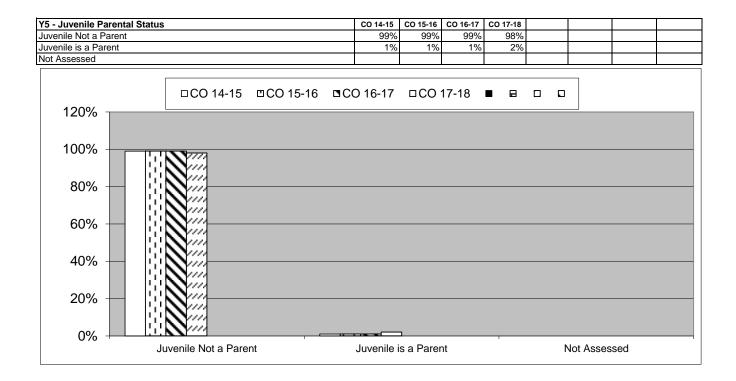
*On average for the 4 year period, 30.7% of youth have moderate school behavior problems; and 42.7% of youth have serious school behavior problems.

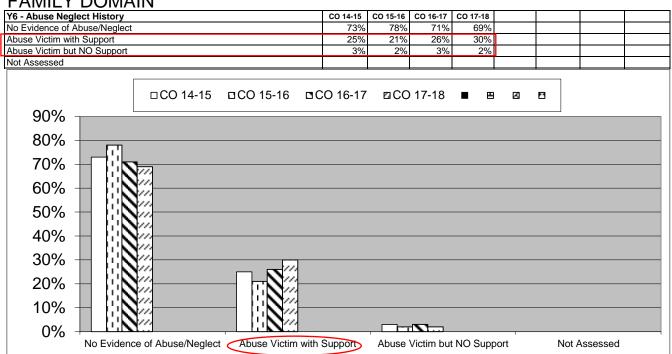


INDIVIDUAL DOMAIN

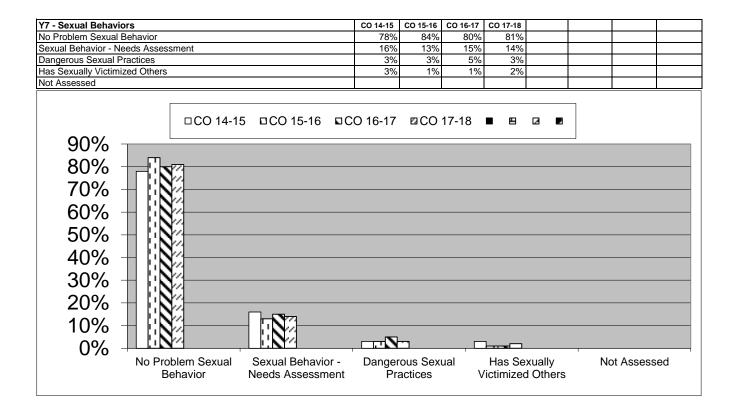
INDIVIDUAL D	OWAIN					0				-
Y4 - Substance Abuse			CO 14-15 71%	CO 15-16	CO 16-17	CO 17-18				
No Known Substance Abuse						70%	1			
Some Abuse Assessment	17%			26%				-		
Some Abuse Treatment Not Assessed			12%	9%	7%	4%				
Not Assessed									ļ	<u> </u>
	□CO 14-15	□CO 15-16 ■CC	D 16-17	⊠CO 1	17-18	• 8	0			
80%	L]		
70%	~									
60% —	<i></i>									
50% - UN										
40% —	<i>22</i>									
	772									
30%	<i>m</i>									
20%	775 77									
	<i></i>									
10%		T EN&		- - - - - - -	_					
0%		LEN/2								
	Substance Abuse	Some Abuse Asses	ssment	Some	e Abuse T	reatment	t	Not A	ssessed	

*On average for the 4 year period, 28% of youth reported to have some substance assessment or some abuse treatment.

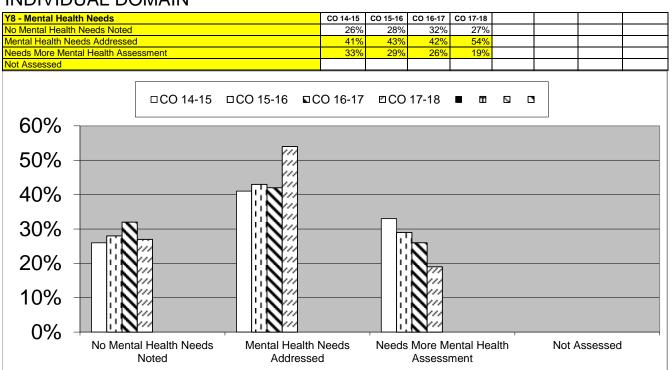




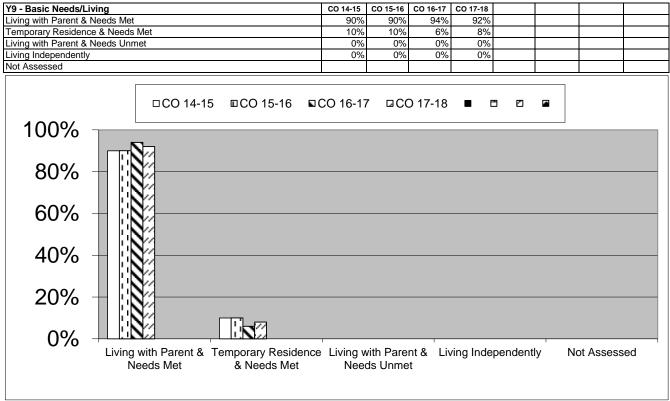
*On average for the 4 year period, 28% reported abuse neglect history of abuse to victim with support and abuse to victim but no support.



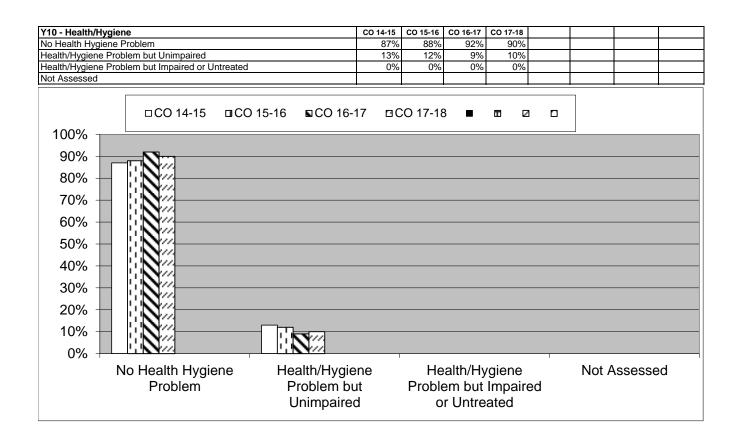
INDIVIDUAL DOMAIN

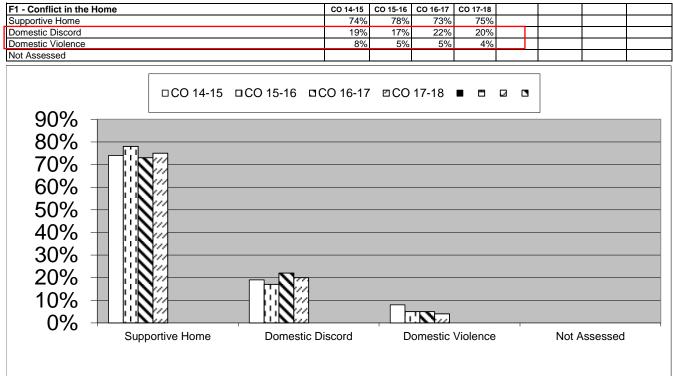


*On average for the 4 year period, 71.7% of youth have mental health needs addressed and/or need more mental health assessment.

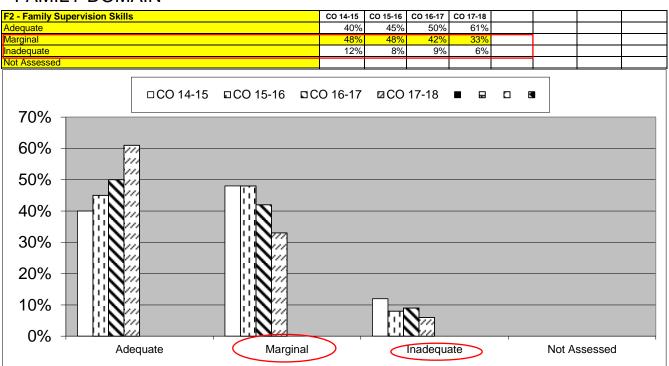


Y9 Observations:

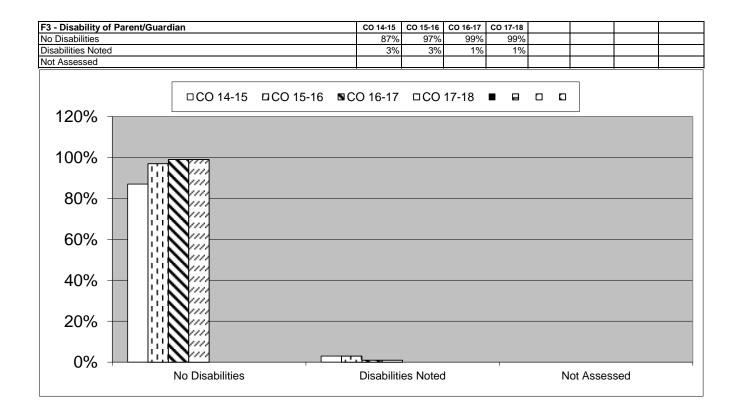




*On average for the 4 year period, 24.5% families reported conflict in the home as a result of domestic discord and/or domestic violence.



*On average for the 4 year period, 51.5% of family supervision skills are marginal and/or inadequate. (NOTE: On average 42.7% have marginal supervision skills).



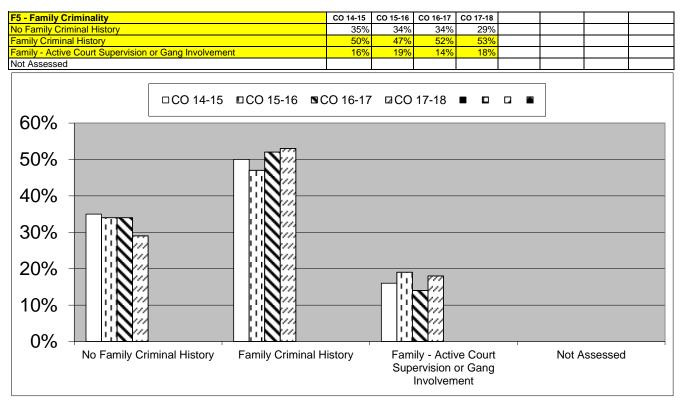
- Family Substance Abuse	9		CO 14-15	CO 15-16	CO 16-17	CO 17-18			
Alcohol/Drug Abuse			83%						
mily Alcohol/Drug Abuse			179	6 20%	20%	23%			
t Assessed									
	□CO 14-15	□CO 15-16	■CO 16-17	□CO 1	7-18	8	0 0		
90%									
80%	·N							 	
	N N 1777								
70% —	8							 	
70% — 60% —								 	
60% —								 	
60% — 50% —								 	
60% — 50% — 40% —									
60%									

Family Alcohol/Drug Abuse

Not Assessed

FAMILY DOMAIN

No Alcohol/Drug Abuse



*On average for the 4 year period, 67.2% of youth that has family criminal history and/or has a family member on active Court Supervision or Gang Involvement.

Brunswick County Juvenile Crime Prevention Council Request for Proposal for FY 2020-2021

\$242,486		20%		January 30, 2020	
Anticipated County Al	location	Required Local Match Ra	te	Date Advertise	d
and hereby publishes this R Adult Corrections and Juver specified below. Such prog	Request for Propos nile Justice, Juven rrams will serve de	C) has studied the risk factors and als. The JCPC anticipates funds f ile Community Programs section in linquent and at-risk youth for the s punty requires a local match in the	rom the NC Department the amount stated abor tate fiscal year 2020-20	of Public Safety, Division of ve to fund the program types 121 beginning on, or after,	
Mentoring Services Parent/Family Skill Building Psychological Assessments Experiential Skill Building		ollowing needed programs: Interpersonal Skill Building Restitution/Community Service Teen Court Runaway/Temporary Shelter Care the following risk factors for del	Tutoring/Aca Vocational S Substance Al	onflict Resolution ademic Enhancement kills/Development buse Services inquency:	
 Youth report some Youth have modera Youth sometimes/r Lack of Parental su 	substance abuse/me ate to serious behavio egularly associates v pervision	lelinquent offense is alleged in a comp ntal health issues and/or need further a or problems at school with negative/delinquent peers	assessing or treatment	P	
Programs should address	s the following co	ncerns as reported in the Needs	Assessments for adju	Idicated youth:	
Peer Domain:	Youth association	with negative and/or delinquent peers			
Individual Domain:		years or older at the time of the 1st del th issues that are being addressed and			
Family Domain:	Parent/guardian/cu	stodian supervision skills are reported	l as marginal; and family n	nembers with a criminal history	у.
School Domain:	Youth have moder and/or out of school	ate to serious school behavior probler ol suspensions.	ns as a result poor school a	ttendance, excessive in-school	
 Program services are out The program has an evaluation 	- atible with research Itcome-based. Iluation componen	n that are shown to be effective wit			
	John Manning		at	910-253-2040	
JCPC Chairp	erson or Designee			Telephone #	
by accessing NC ALLIES. Justice/Community-Progr Local public agencies, 50 services addressing the a	Please read and ams/Juvenile-Cri 1(c)(3) non-profit bove elements.	nding, you must complete and s follow all instructions at the fol me-Prevention-Councils/Progra corporations and local housing After submitting the application so required to submit No Over D	lowing link: https://w m-Agreement-Informat authorities are invited electronically, print an	ww.ncdps.gov/Juvenile- ion to submit applications to d submit hard copies as	-
NOTE: For further		technical assistance about Area Consultant, Lance Bri		funds in this county ple	ease
Deadline for Application is:		March 2, 2020	by	5:00 P.M.	
Mail or deliver	PO Box 249 Boliv	ia NC 28422			
applications to:	Christina Kennedy	v, Brunswick County Finance			
Number of original o	copies to submit:	5	Telephone: 9	910-253-2040	

Brunswick County PUBLIC NOTICE

BRUNSWICK COUNTY JUVENILE CRIME PREVENTION COUNCIL REQUEST FOR PROPOSAL FOR FY 2020-2021

Anticipated County Allocation - \$242,486

Required Local Match - Rate 20% Date Advertised - January 30, 2020

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 2020-2021 beginning on, or after, July 1, 2020. The use of these funds in this county requires a local match in the amount specified above.

The JCPC will consider proposals for the following needed programs:

Mentoring Services

Parent/Family Skill Building

Psychological Assessments

Experiential Skill Building

Interpersonal Skill Building

Restitution/Community Service

Teen Court Runaway/Temporary Shelter Care

Mediation/Conflict Resolution

Tutoring/Academic Enhancement

Vocational Skills/Development Substance Abuse Services Proposed program services should target the following risk factors for delinquency or repeat delinquency:

- Youth are 12 years or older when first delinquent offense is alleged in a complaint
- Youth report some substance abuse/mental health issues and/ or need further assessing or treatment
- · Youth have moderate to serious behavior problems at school
- Youth sometimes/regularly associates with negative/delinquent peers
- Lack of Parental supervision Programs should address the following concerns as reported in the Needs Assessments for adjudicated youth:

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

Family Domain: Parent/guardian/custodian supervision skills are reported as marginal; and family members with a criminal history. School Domain: Youth have moderate to serious school behavior problems as a result poor school attendance, excessive in-school and/or out of school suspensions.

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

1. Program services compatible with research that are shown to be effective with juvenile offenders.

- 2. Program services are outcome-based.
- 3. The program has an evaluation component.
- 4. Program services detect gang participation and divert individual, if applicable.

John E. Manning, 910-253-2040 JCPC Chairperson or Designee In order to apply for FY 2020-2021 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at the following link: https:// www.ncdps.gov/Juvenile-Justice/ Community- Programs/Juvenile-Crime-Prevention-Councils/ Program-Agreement-Information

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

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

Deadline for Application is: March 2, 2020 by 5:00 P.M. Mail or deliver applications to Christina Kennedy; Brunswick County Finance Department, PO 249, Bolivia, NC 28422 Number of original copies to submit: 5

Telephone: 910-253-2040

1.577 118

(1-29)

Brunswick County FY 20-21 RFP Distribution List for Request For Proposal

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

Juvenile Crime Prevention Council Funding Decisions Summary

Program Funded	Reason for Funding (Check all that apply)
Providence Home	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component 🖾 Addresses parental accountability 🗌 Addresses use of alcohol/controlled substances 🗌 Addresses restitution to victims 🗌 Addresses gang participation
	Other Other
	Would increase funding to this service if funds were available
GGC-STEP	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component 🖾 Addresses parental accountability 🗌 Addresses use of alcohol/controlled substances 🗌 Addresses restitution to victims 🗌 Addresses gang participation
	Other Determined of the second
Teer Court	Would increase funding to this service if funds were available Meets funding priority Compatible with research Addresses reductions of complaints, violations of supervision & convictions Has evaluation
Teen Court	\bigcirc where standing provide with research \bigcirc Cost encient \bigcirc Addresses reductions of companies, violations of supervision & convictions \bigcirc ras evaluation component \bigcirc Addresses parental accountability \bigcirc Addresses use of alcohol/controlled substances \bigcirc Addresses restitution to victims \bigcirc Addresses gang participation
	Other Other
	Would increase funding to this service if funds were available
Restitution	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component 🗌 Addresses parental accountability 🗌 Addresses use of alcohol/controlled substances 🖾 Addresses restitution to victims 🗌 Addresses gang participation
	Other Other
	Would increase funding to this service if funds were available
Coastal A.R.T.	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component 🗌 Addresses parental accountability 🛛 Addresses use of alcohol/controlled substances 🗌 Addresses restitution to victims 🖾 Addresses gang participation
	Other Other
	Would increase funding to this service if funds were available
	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component Addresses parental accountability Addresses use of alcohol/controlled substances Addresses restitution to victims Addresses gang participation
	Other Determined of the second
	Would increase funding to this service if funds were available Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component Addresses parental accountability Addresses use of alcohol/controlled substances Addresses restitution to victims Addresses gang participation
	Other Other
	Would increase funding to this service if funds were available
	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component 🗌 Addresses parental accountability 🗌 Addresses use of alcohol/controlled substances 🗌 Addresses restitution to victims 🗌 Addresses gang participation
	Other Other
	Would increase funding to this service if funds were available
	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component 🗌 Addresses parental accountability 🗌 Addresses use of alcohol/controlled substances 🗌 Addresses restitution to victims 🗌 Addresses gang participation
	Other Other
	Would increase funding to this service if funds were available
	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component Addresses parental accountability Addresses use of alcohol/controlled substances Addresses restitution to victims Addresses gang participation
	Would increase funding to this service if funds were available
	Meets funding priority Compatible with research Cost efficient Addresses reductions of complaints, violations of supervision & convictions Has evaluation
	component Addresses parental accountability Addresses use of alcohol/controlled substances Addresses restitution to victims Addresses gang participation
	Other Other
	Would increase funding to this service if funds were available

Juvenile Crime Prevention Council Funding Decisions Summary

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

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

Brunswick County FY20-21

Funded Program Descriptions

Providence Home

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

Guiding Good Choices/STEP

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

Teen Court

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

Restitution

This type of program provides opportunities for juveniles to be

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

Coastal A.R. T

Coastal Aggression Replacement Training is a multi-modal 10-week

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



NC Department of Public Safety

Juvenile Crime Prevention Council Certification

Fiscal Year: 2020 - 2021

County: Brunswick

Date: April 17, 2020

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?
- B. Is the membership list attached?
- C. Are members appointed for two year terms and are those terms staggered?
- D. Is membership reflective of social-economic and racial diversity of the community?
- E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846?

If not, which positions are vacant and why?

Two persons under age 18, Juvenile Defense Attorney, Member of the Business Community, Member of Faith Community. The two persons under age 18 and Juvenile Defense Attorney have been hard to fill due to conflicts in schedules. In search of finding a Member of the Business Community and a Member of the Faith Community.

STANDARD #2 - Organization

A. Does the JCPC have written Bylaws?	Yes
B. Bylaws are 🖾 attached or 🗌 on file (Select one.)	
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.	Yes
D. Does the JCPC have written policies and procedures for funding and review?	Yes
E. These policies and procedures \boxtimes attached or \square 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 C	
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?
- B. Is this Annual Plan presented to the Board of County Commissioners and to DPS?

Yes

Yes

Yes Yes

Yes, Yes

Yes

No

Juvenile Crime Prevention Council Certification (cont'd)

C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?

STANDARD #5 - Public Awareness

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

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?

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 10.31.2020.

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, 2020.

JCPC Administrative Funds SOURCES OF REVENUE

DPS JCPC Only list requested funds for JCPC Administrative Budget.	\$15,500	_
Local		
Other _		
Total	\$15,500	_
John Emanning		4-17-20
<i>John C. manning</i> CPC Chairperson		Date
Chairman, Board of County Commissioners		Date
DPS Designated Official		Date

Yes

Yes

Yes

Yes

Juvenile Crime Prevention Council Certification (cont'd)

Brunswick	County	FY 21	
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Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Meredith Lloyd	School Counselor Specialist		W	F
2) Chief of Police	Todd Coring	Chief of Police		W	М
3) Local Sheriff or designee	T K Nowel	Sergeant	\boxtimes	W	F
4) District Attorney or designee	Sam Davis	Teen Court Director		W	М
5) Chief Court Counselor or designee	Marsha Rogge	Chief Court Counselor		W	F
6) Director, AMH/DD/SA, or designee	Dena Hamilton	System of Care Coordinator	\boxtimes	W	F
7) Director DSS or designee	Catherine Lytch, Valerie Price	DSS Director	\boxtimes	W	F
8) County Manager or designee	Rich Ohmer	Social Work Program Manager	X	W	М
9) Substance Abuse Professional	Raymond Wood	Coastal Horizons		В	М
10) Member of Faith Community					
11) County Commissioner	Mike Forte	County Commissioner District 4		W	М
12) Two Persons under age 18 (State Youth Council Representative, if available)					
13) Juvenile Defense Attorney					
14) Chief District Judge or designee	Lisa Sellers	Judicial Assistant			
15) Member of Business Community					
16) Local Health Director or designee	Allison Campell	Health Services Health Educator		W	F
17) Rep. United Way/other non-profit	Resea Willis	President		В	F
18) Representative/Parks and Rec.	Melinda Johnson	Marketing and Community Events Coordinator		W	F
19) County Commissioner appointee	Erin Rutkowski	School Social Worker			
20) County Commissioner appointee	Maxine Elliott	President		W	F

Form JCPC/OP 002 (a) Juvenile Crime Prevention Council Certification Form structure last revised July 2014 NC Department of Public Safety

21) County Commissioner appointee	Bonnie Jordan	Executive	W	F
22) County Commissioner appointee	C1	Director	11 7	F
22) County Commissioner appointee	Sharon Flucker	Executive Director	W	Г
23) County Commissioner appointee	John Manning	Retired	W	М
24) County Commissioner appointee	Eric A Cinotti	Consultant	W	М
25) County Commissioner appointee	Nicole Smithers	Commissioner Apointee	W	F

Juvenile Crime Prevention Council Certification (cont'd)

Corrective Action Plan

Brunswick County FY 20-21 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 19-20. The following positions are not filled at this time which are:
 - 1. Member of the Faith Community
 - 2. Member of the Business Community
 - 3. Juvenile Defense Attorney
 - 4. 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, 2020**.

SECTION VI: BUDGET NARRATIVE			
	JCPC Administration		FY 20-21
ltem #	Justification	Expense	In Kind Expense
190	Professional Services Contract for JCPC Coordinator (\$400.00 per month X 12 months)	\$4,800	
220	Food Expense for meetings and banquet	\$750	
260	Office Supplies & amp; amp; amp; Materials	\$450	
370	JCPC Advertisement for the Annual JCPC Request for Proposal	\$1,500	
	TOTAL	\$7,500	

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII

Program: JCPC Administration

Fiscal Year: FY 20-21

Number of Months: 12

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

BYLAWS OF Brunswick County Juvenile Crime Prevention Council

Revised March 15, 2018

Table of Contents

Article I Name and General Purpose

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

Article III Powers and Duties of JCPC

Article IV Elections of Officers

<u>Article V</u> Duties of Office

Article VI Conflict of Interest Policy Article VII Planning Process

<u>Article VIII</u> Executive Committee, Membership/Nominations Committee, Funding Committee, Monitoring Committee, Community Assessment Committee, By-Laws Committee

<u>Article IX</u> Regular Meetings, Special Meetings, Notice of Intentions to Attend, Quorum, Parliamentary Rules, Manner of Acting, Informal Action by Directors, Compliance with State Requirements

<u>Article X</u> Funding Policy

Article XI Appeal Process

Article XII Agents, Representatives and Employees

Article XIII Period of Accounting and Reporting

Article XIV Amendments

Article XV JCPC Certification Process

ARTICLE I Name and General Purpose

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

Section 2. General Purpose (G.S. 143B-845)

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

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

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

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

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

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

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

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

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

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

Section 3 Vacancies (G.S. 143B-848)

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

Section 4 Removal (G.S. 143B-848)

Members shall only be removed for misfeasance, malfeasance, or nonfeasance as determined by the Board of County Commissioners. A member may also be removed from the Council due to poor meeting attendance and/or lack of participation upon the recommendations from the Membership Committee Chair and Membership Committee for a majority vote of the Council.

1. Poor Meeting Attendance and/or lack of Participation:

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

Section 5 JCPC New Member Orientation

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

ARTICLE III Powers and Duties of JCPC

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

- Review annually the needs of juveniles in the county who are at risk of delinquency or who have been adjudicated undisciplined or delinquent and the resources available to address those needs. In particular, each County Council shall assess the needs of juveniles in the county who are at risk or who have been associated with gangs or gang activity, and the local resources that are established to address those needs.
- 2. Develop and advertise a request for proposals (RFP) process and submit a written plan of action for the expenditures of juvenile sanctions and prevention funds to the Board of County Commissioners for approval. Upon the county's authorization, the plan shall be submit to the Division for final approval and subsequent implementation.

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

ARTICLE IV Elections of Officers

Section 1 Elections of Officers (G.S. 143B-846)

The members of the County Council shall elect annually the chair and vice-chair.

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

ARTICLE V Duties of Office

Section 1 Duties of Office

CHAIR

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

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

VICE-CHAIR

The Vice-Chair shall:

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

SECRETARY/JCPC COORDINATOR

The Secretary/JCPC Coordinator shall:

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

ARTICLE VI Conflict of Interest Policy

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

- A) Each Council member must disclose in writing the existence, nature and extent of any potential or actual conflict of interest using the Conflict of Interest Disclosure Form (DJJDP 13 001c Form) at the beginning of each new fiscal budget year or upon notice of conflict of interest. This form is to be completed and filed with the JCPC Chairperson, the County Finance Officer, and the County Manager as soon as the conflict becomes known. The JCPC Chairperson has the discretion of either calling a meeting regarding the conflict of interest; or the real or perceived conflict shall be conveyed at the next scheduled meeting.
- B) Any member of the JCPC who may, through his or her agency, receive funds as a result of a motion before the Council, or may otherwise benefit financially from a motion before the Council, may have a conflict of interest between his or her role with that agency, and as a member of the Council, and may be prohibited from participating in the discussion, the motion, and likewise prohibited from voting on such motion.
- C) When such an item is the subject of a motion before the Council, and is opened for discussion, those members of the Council who acknowledge such a conflict of interest shall identify themselves and state their intention to abstain. Such members may be requested to leave the room during the deliberations and vote. If any member or members of the Council have removed themselves as a result of such conflict of interest related to a specific motion, it shall be the responsibility of the Chair to ensure that only such agenda item is discussed and acted upon in that person's absence.
- D) In the event a participating member of the Council perceives that a conflict exists with a member of the Council who has not voluntarily identified himself or herself, the Council member may bring such conflict to the attention of the Council and request that individual to abstain and to remove himself. If there is a dispute as to whether or not the circumstances present a conflict of interest, the Chair shall rule on whether or not the Council member in question has an actual conflict of interest and shall be permitted to vote and participate in the deliberations. The Chair shall have the option of ruling that the member whose vote is in dispute shall be entitled to vote

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

ARTICLE VII Planning Process

Section 1 Planning Process

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

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

ARTICLE VIII

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

- a) <u>The Executive Committee</u> 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) <u>The Membership/Nominating Committee</u> 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) <u>The Funding Committee</u> 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) <u>The Monitoring Committee</u> shall consist of at least three members appointed by the JCPC Chair. The Chair of the Monitoring Committee and Monitoring Committee shall schedule and conduct the Monitoring of JCPC funded programs at least once per fiscal year, before January 31st. The Chair of the Monitoring Committee shall submit a written report to the Council of its monitoring findings of the JCPC Programs and present recommendations to the Council for a majority vote of approval.
- e) <u>The Community Assessment Committee</u> 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) <u>By-Laws Committee</u> 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) <u>Public Relations Committee</u> 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

<u>Regular Meetings, Special Meetings, Notice of Intentions to Attend, Quorum, Parliamentary</u> <u>Rules, Manner of Acting, Informal Action by Directors, Compliance with State Requirements</u>

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. <u>Frequency</u>: The Council shall meet at least bi-monthly and more when necessary to work towards JCPC goals and to accomplish JCPC tasks.
- B. <u>Open Meetings</u>: 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. <u>Confidentiality</u>: 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. <u>Record Keeping</u>: The JCPC shall keep accurate minutes, either written or audio recorded, of all public meetings, including any closed sessions and provide copies to the Office of the County Manager.

Section 2 Special Meetings

The times, dates, and places of special meetings of the Council may be set at the call of the Chair, upon written call by the majority of Council members, or upon resolution of the Council. Notice shall be given by the usual means of communication with at least 24 hours' notice prior to a special meeting being called.

Section 3 Quorum

No official business can be conducted unless a quorum is present. A quorum shall be one half of the active membership plus one member. A majority vote of the quorum is required for the passing of a motion. A quorum may be established at any time of meeting. However, for the purposes of accepting the meeting agenda and prior meeting minutes and adjournment, a vote by the majority at the meeting is allowed for such purposes.

Section 4 Parliamentary Rules

All meetings shall be conducted in an open, orderly, and fair manner, and Robert's Rules of Order, as revised, shall apply to all deliberations.

Section 5 Manner of Acting

Except as otherwise provided by Bylaws or law, all matters before Council shall be decided by a majority vote of the members present at a meeting, at which a quorum exists.

Section 6 Compliance with State Requirements

So long as the Council manages/approves funding from the State of North Carolina, it shall conduct its operations, including its meetings, in a manner comparable to Article 33C of Chapter 143 of the North Carolina Statutes (the Open Meeting Law), and Chapter 132 of the North Carolina General Statutes (the Public Records Law). In compliance with the Open Meeting Law this council will give members of the public an opportunity to speak at our public meetings. However, the time allotment will be limited to three minutes per person, not to exceed a total of fifteen minutes. "The North Carolina Open Meetings Law gives "any person" the right to attend an official meeting of a public body, with exceptions for closed sessions discussed below. North Carolina law does not limit access to meetings to a specific category of people or a profession, such as "the traditional press." **Anyone** may attend. The right to attend official meetings does not include a right to comment or participate.

As a matter of practice, however, public bodies may give the public an opportunity to speak at meetings. The presiding officer of a public body may direct a person to leave a meeting if he or she interrupts, disturbs, or disrupts an official meeting. If the person creating a disturbance refuses to leave, the state may charge him or her with a misdemeanor." 143-318.17. Disruptions of official meetings. A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor. (1979, c. 655, s. 1; 1993, c. 539, s. 1028; 1994, Ex. Sess., c. 24, s. 14(c).)

ARTICLE X Funding Policy

Section 1 Funding Policy

- A. The JCPC shall develop and distribute a Request for Proposals (RFP) to solicit applications for funding no later than January 31st. The Request for Proposals shall include the following:
 - a. Prioritization of risk factors
 - b. Prioritization of needed dispositional options
 - c. Application format and location (where it can be obtained)
 - d. Application deadline and submission details
 - e. Location where additional information and technical assistance can be obtained regarding questions about the RFP.
 - f. Total amount of available funds and matching requirements
- B. The JCPC Chair shall distribute the Request for Proposals to agencies and shall publish locally, allowing a minimum of 30 days from the first publication to the due date of application.
- C. Upon submission of the RFP by the deadline date, the JCPC Chair will forward all applications for funding to the Chair of the Funding Committee.
 - a. The Funding Committee Chair will schedule Funding Committee meetings in February and/or March and/or April to evaluate the applications for funding.
 - b. The Funding Committee Chair shall contact the agency(s) that submitted applications for funding to attend a Funding Committee meeting to explain and discuss their proposal.
 - c. Upon recommendations of the Funding Committee, the Funding Committee Chair shall submit the Funding Committee's recommendations to the JCPC for a majority vote by the Council at the April meeting. The Funding Committee Chair shall notify in writing agencies that have been recommended for funding for the upcoming fiscal year to attend the monthly JCPC meeting to do an oral/written presentations before the Council. The Funding Committee Chair shall submit written notification to those agencies that submitted applications for funding but were not recommended for funding advising them of their not being recommended for funding.
 - d. The JCPC Chair after approval by the full Council shall submit a funding proposal for the upcoming fiscal year to the Board of County Commissioners for their approval no later than April 30th.

ARTICLE XI Appeal Process

If a program representative disagrees with a funding decision they can appeal to the Executive Committee. For the appeal, the Executive Committee shall be composed of the following: Area Consultant, Chairperson, Vice Chairperson, Past Chairperson, and Secretary.

Upon hearing from the appellant if the committee feels there is good reason and/or probable cause the appeal will go before the County Commissioners.

For the appeal process if any member of the Executive Committee is associated with the agency that is appealing, they will be excluded in the decision making

ARTICLE XII Agents, Representatives and Employees

The Council may appoint such agents, representatives and employees of the Council with such powers and to perform such acts or duties on behalf of the Council, as the Council may deem appropriate and in the best interest of the Corporation.

ARTICLE XIII Period of Accounting and Reporting

The fiscal year shall begin on July 1 and shall end on June 30 of the next calendar year.

ARTICLE XIV Amendments

Within the parameters of the NC General Statues which establish and define the JCPC the Council shall have power to make, alter, amend and repeal the Bylaws by affirmative two-thirds vote of the Council then serving, provided that such action is proposed at a regular or special meeting of the Council and adopted at a subsequent regular or special meeting, except as otherwise provided by law. The text of all amendments and charges shall be included in the notice of each such meeting.

ARTICLE XV JCPC Certification Process

Section 1 JCPC Certification

1. The JCPC shall submit a request for Certification annually. The JCPC Certification (Form JCPC/OP 002) provides verification that the JCPC has completed its legislatively mandated responsibilities including:

- a) Membership: Positions are filed and appointed by the County Commissioners with staggered terms;
- b) By-Laws: The JCPC has current by-laws;
- c) Policies and Procedures: The JCPC has written policies and procedures for funding of programs and conflict of interest;

- d) Leadership: The JCPC has a Chair and Vice-Chair at a minimum;
- e) Minutes: Meeting minutes are recorded and maintained;
- f) Meetings: The JCPC meets at least bi-monthly and a majority of the members is required to conduct business;
- g) Planning: The JCPC completes or updates the annual plan and presents it to their County Commissioner;
- Program Monitoring and/or Evaluation: The JCPC monitors and evaluates all funded programs;
- 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;
- 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;
- Funding: The JCPC Annual Plan includes the Funding Plan and descriptions of funded and non-funded programs.
- 2. To apply for certification, each JCPC shall complete an Application for Certification, which is available to through the Department of Juvenile Justice and Delinquency Prevention.
- 3. The completed Application for Certification shall be signed by the Council's Chairperson, and the Chairperson of the Board of County Commissioners or County Finance Manager and forwarded to the Department no later than June 30 of each year.

Brunswick County Juvenile Crime Prevention Council August 15, 2019 Meeting Minutes

I. <u>CALL TO ORDER:</u>

Meeting called to order by John Manning. Introductions were made. There were 8 voting members present at the meeting. Quorum was not met. Members excused from the June meeting: Mike Forte, Catherine Lytch, T K Nowell, Chief Todd Coring, Erin Rutkowski, Sharon Flucker, Maxine Elliott and Eric A.Cinotti.

II. <u>PUBLIC COMMENT:</u>

John Manning asked for public comments. There were no public comments.

III. <u>APPROVAL OF MINUTES:</u>

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

IV. <u>PROGRAM REPORTS</u>

1. <u>Teen Court:</u> No Report.

2. <u>Providence Home:</u> No report.

3. Restitution:

Bob Breen reported that in May Restitution had a beginning count of 18, 15 admissions, 11 completions, 0 terminations and an ending count of 22. There were 5 offsite programs with 25 clients working a total of 86.5 community service hours and 13.5 restitution hours. There were 3 onsite programs with 23 clients working a total of 82 community service hours and 8 restitution hours. In June Restitution had a beginning count of 22, 8 admissions, 19 completions, 0 terminations and an ending count of 11. There were 11 offsite programs with a total of 44 clients working a total of 181.5 hours and 5 onsite programs with a total of 29 clients working a total of 97 hours for a total of 278 hours for the month. In July Restitution had a beginning count of 11, 7 admissions, 3 completions, 0 terminations and an ending count of 15. There were 10 offsite programs with 46 clients working a total of 194 hours and 2 onsite programs with 9 clients working 34 hours for a total of 228 hours for the month.

4. <u>GGC & STEP:</u>

Erin Ditta reported that in May GGC had a beginning count of 2, 2 admissions, 0 completions and 0 terminations for an ending count of 4. In June GGC had a beginning count of 4, 0 admissions, 4 completions and 0 terminations for an ending count of 0. In July GGC had a beginning count of 0 with 4 admissions, 0 terminations for an ending count of 4. Programs actually began July 30 with 6 families.

5. <u>Coastal ART:</u>

Kristina Clemmons reported in May ART had a beginning count of 38 with 0 admissions, 38 completions, and 0 terminations. Since school was out, June and July had a count of 0. Programs will start on September 19.

V. <u>COMMITTEE REPORTS:</u>

No report.

VI. <u>TREASURER'S REPORT</u>:

Regina Bennett reported that for FY 19 there was an ending balance of \$6,497.65. We have spent \$400 for FY 2020.

VII. <u>UPDATES FROM DJJ:</u>

Lance Britt reported on Raise The Age. DJJ is actively in the process of reaching out to Sheriff Ingram who is president of the Sheriff Association trying to provide some consultative assistance on how it will change the dynamics of law enforcement. DJJ will see what help they can assist with so everyone is on the same page. They are trying to education on other programs that may not require the actual legal system. There will be training for the principals in the school systems. Lance announced that effective September 9 he will no longer be the Chief Court Counselor but will move to the Consultant position.

VIII. <u>UPDATES FROM TRILLIUM:</u>

Dena Hamilton reported that Trillium received a grant from the NC Department of Public Instruction to offer training for school safety thru the Safe Schools Healthy Kids NC. The focus is on early intervention.

IX. <u>UPDATES FROM TRI-COUNTY:</u>

No report.

X. <u>COMMENTS FROM CHAIR:</u>

John Manning congratulated Lance Britt on his promotion and thanked Mr. Smith for attending our JCPC meeting.

XI. <u>COMMENTS FROM CONSULTANT:</u>

Rich Smith served on the interview team for the Consultant position and said there were good candidates and says Lance Britt's insight and knowledge will make him an excellent Consultant. The state budget was vetoed by the Governor and is sitting in the Senate house. There is a supplemental budget with Raise The Age dollars in it at the Senate, but the Senate leadership has decided not to move on that until there is a budget approval. The dollars that will be discussed are still in theory. The compromise budget between the House and Senate was for two-year funding for 6.6 million dollars. For the first fiscal year, you would see 4.2 million dollars come into our counties. Mr. Smith asks that the planning committee meet to prepare a proposal. This year, Brunswick County would receive an additional \$41,850. The next year the County would receive about \$23,500 for a total two-year increase of \$65,749. Since it is coming in the middle of the year, there will be zero match for this year. House Bill 702 is sitting in the Senate and will be held until the budget is approved. House Bill 702 changes how the Council works. The changes are a designee for the Chief of Police, mental health language will change, the under 18 representatives will be upped to under 21, Councils will be required to meet 6 times per year, and there will be two-year funding.

XII. <u>ADJOURN:</u>

Motion was made by Lance Britt and seconded by Dena Hamilton to adjourn. The motion passed unanimously.

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

Brunswick County Juvenile Crime Prevention Council September 19, 2019 Meeting Minutes

I. CALL TO ORDER:

Meeting called to order by John Manning. Introductions were made. There were 13 voting members present at the meeting. Quorum was met. Members excused from the August meeting: Allison Campbell, Resea Willis, Bonnie Jordan, Sharon Flucker and Eric Cinotti.

II. <u>PUBLIC COMMENT:</u>

John Manning asked for public comments. There were no public comments.

III. <u>APPROVAL OF MINUTES:</u>

Catherine Lytch made a motion to approve the August minutes as written. Rich Ohmer seconded the motion. The motion passed unanimously.

IV. <u>PROGRAM REPORTS</u>

1. Teen Court:

Sam Davis reported that for the month of August Teen Court had a beginning count of 9, 5 admissions, 5 completions, 1 termination for an ending count of 8. There were Peer Circle and Parenting Classes with 12 people attending. Teen Court had 24 adult volunteers, 13 student volunteers, 5 defendants, and 16 student defendants/jurors in two courtrooms. The next Teen Court is scheduled for 9/24/19 but there are no cases. That date will be used for a training date for student volunteers.

2. <u>Providence Home:</u>

Warren Mortley reported that for the month of August Providence Home had a beginning court of 0, 1 admission, 0 completions, 0 terminations for an ending court of 1.

3. <u>Restitution:</u>

Bob Breen reported that in August Restitution had a beginning count of 15, 5 admissions, 9 completions, 0 terminations and an ending count of 11. There were 10 offsite programs with 35 clients working a total of 137 community service hours. There were 3 onsite programs with 10 clients working a total of 36 community service hours and 4 restitution hours. Bob introduced James Hatcher the new Restitution Coordinator.

4. GGC & STEP:

Erin Ditta reported that in August GGC had a beginning count of 4, 2 admissions, 0 completions and 0 terminations for an ending count of 6. Erin advised of the problems they incurred regarding parents who were on the Registered Sex Offenders list. This problem was resolved by changing locations from the COAST school to a different location. In the future, the parent referral form will be revised to report any limitations of the parents.

5. Coastal ART:

Jeremy Seamon reported in August ART had a beginning count of 0 with 0 admissions, 0 completions, and 0 terminations. The program is starting in Cedar Grove and Waccamaw.

V. <u>COMMITTEE REPORTS:</u>

Melinda Johnson reported on the sub-committee appointments FY 19-20.

VI. <u>TREASURER'S REPORT</u>:

Regina Bennett reported that \$800 has been spent with a remaining balance of \$5,700.

VII. <u>UPDATES FROM DJJ:</u>

Lance Britt reported on Raise the Age. There will be forums and local training for law enforcement. Lance will continue to update as new information becomes available.

VIII. <u>UPDATES FROM TRILLIUM:</u>

Dena Hamilton reported that the Medicaid managed care will be implemented statewide on February 1, 2020. David Tart resigned effective 10/11/19.

IX. <u>UPDATES FROM TRI-COUNTY:</u>

Meredith Lloyd reported that the August focus was on traumatic brain injuries. The 9/24/19 meeting will focus on bullying in schools. The second resource fair will be in February for children with disabilities.

X. <u>COMMENTS FROM CHAIR:</u>

John Manning announced that the next meeting will be October 17 and thanked those that are serving on the committees.

XI. <u>COMMENTS FROM CONSULTANT:</u>

Rich Smith announced that the state budget still has not been passed. The only change is that the House did override the Governor's veto. The Senate will not consider the budget until the end of September. The same impact on Medicaid is impacting the Raise the Age funds. At last month's meeting, Mr. Smith indicated that it was predicted an increase of \$41,850 FY20. Those dollars will need to be utilized this fiscal year. Mr. Smith has asked three times about rolling the funds over and has not received an answer. The 2nd year total increase will be \$14,001. The Planning Committee will meet to develop a request for proposal. Mr. Smith was told to hold off on the RFP until the budget was approved. The Committee will move forward with developing the RFP so it can hopefully be approved in November. When House Bill 702 is approved, the By-Laws Committee will need to meet to address the changes in membership, the number of times to meet and two-year planning. The DJJ will meet to do committee work on how Raise the Age will be implemented. There will need to be a lot of education with law enforcement and schools. The training materials should be ready at the end of September. Programs will need to report on their 12-month objectives in October.

XII. <u>ADJOURN:</u>

Motion was made by Meredith Lloyd and seconded by Melinda Johnson to adjourn. The motion passed unanimously.

Next JCPC meeting is October 17 at 1:00pm. The meeting will be in the David Sandifer Building second floor conference room.

Brunswick County Juvenile Crime Prevention Council October 17, 2019 Meeting Minutes

I. <u>CALL TO ORDER:</u>

Meeting called to order by John Manning. There were 15 voting members present at the meeting. Quorum was met. Members excused from the October meeting: Melinda Johnson, Maxine Elliott and Eric Cinotti.

II. <u>PUBLIC COMMENT:</u>

John Manning asked for public comments. There were no public comments.

III. <u>APPROVAL OF MINUTES:</u>

Mike Forte made a motion to approve the September minutes as written. Sharon Flucker seconded the motion. The motion passed unanimously.

IV. <u>PROGRAM REPORTS</u>

1. Teen Court:

Sam Davis reported that for the month of September there was no Teen Court and that time was used for training. There were no teens ready to attend court. There were 3 successful terminations and 1 unsuccessful termination for non-compliance. There were 12 referrals from West Brunswick. There was student volunteer training on 9/24 for Teen Court with 6 possible student volunteers present. Judge Hankins, ADA Gina Early and Attorney Alex Kitner assisted with training. In Peer Circle, there were 10 teens and 9 parents. The next Teen Court is 10/22 with 4 cases scheduled. The Measurable Objectives FY 18-19: Estimated served was 65 and the actual served was 81; Clients will have no new adjudications for a complaint with an offense date after the admission date, goal was 90% and the actual was 96.92%; Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation, goal was 90% and the actual was 95.38%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 90% and the actual was 89%.

2. <u>Providence Home:</u>

Warren Mortley reported that for the month of September Providence Home had a beginning court of 1, 0 admission, 1 completion, 0 terminations for an ending court of 0. The Measureable Objectives FY 18-19: Estimated served was 20 and the actual served was 22; Clients will receive crisis interventions/strategies as intended by the program design/service plan, goal was 100% and actual was 95%; Clients will receive short term care with transition planning, goal was 100% and actual was 100%; Clients will participate in shelter care activities as indicated by the service plan, goal was 90% and actual was 95%; Parents/legal guardians will participate with service planning as required by licensure, goal was 90% and actual was 90%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 80% and actual was 81%. They have had issues of being fully staffed.

3. <u>Restitution:</u>

James Hatcher reported that in September Restitution had a beginning count of 11, 3 admissions, 5 completions, 0 terminations and an ending count of 9. There were 3 onsite programs with 10 clients who completed a total of 12 community service hours and 27.5 restitution hours. There were 3 offsite programs with 7 clients who completed 27.5 community service hours and no restitution hours. The Measureable Objectives FY 18-19: Estimated served was 120 and actual served was 132; Clients will have no new adjudications for a complaint with an offense date after the admission date, goal was 90% and actual was 90.91%; Clients will demonstrate accountability by actively participating in restitution/community service activities, goal was 95% and actual was 86.36%; Clients will have no new complaints with an offense date after the admission date, goal was 95.45%;

Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 85% and actual was 95.45%; Clients will complete restitution or community service within the timeframe permitted by JCPC policy, goal was 85% and actual was 91%.

4. <u>GGC & STEP:</u>

Erin Ditta reported that in September GGC had a beginning count of 6, 2 admissions, 6 completions and 0 terminations for an ending count of 2. There is a session set up for the end of October. The Measureable Objectives FY 18-19: Estimated served was 40 and the actual served was 13; Clients will have no new adjudications for a complaint with an offense date after the admission date, goal was 70% and actual was 100%; Clients will have no new complaints with an offense date after the admission date, goal was 70% and actual was 100%; Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan, goal was 70% and actual was 100%; Clients will demonstrate improvement in targeted skills identified in the individual service plan, goal was 100%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 70% and actual was 100%; Parents and/or families will actively participate in skill building activities as intended by the program design/service plan, goal was 70% and actual was 100%; Parents shoet.

5. <u>Coastal ART:</u>

Kristina Clemmons reported in September ART had a beginning count of 0 with 0 admissions, 0 completions, and 0 terminations since the program didn't get started until the first week of October. The Measureable Objectives FY 18-19: Clients will successfully or satisfactorily complete services as intended by the program design/service plan, goal was 75% and actual was 100%; Clients will have no new complaints with an offense date after the admission date, goal was 85% and actual was 100%; Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan, goal was 90% and actual was 100%; Clients will demonstrate improvement in targeted skills identified in the individual service plan, goal was 100% and actual was 97.14%; ; Clients will have no new adjudications for a complaint with an offense date after the admission date, goal was 90% and actual was 90% and actual was 100%.

V. <u>COMMITTEE REPORTS:</u>

No Reports.

VI. <u>TREASURER'S REPORT</u>:

Regina Bennett reported that \$1,315.55 has been spent with a remaining balance of \$5,184.45.

VII. <u>UPDATES FROM DJJ:</u>

Lance Britt reported on Raise the Age. They are expecting a gradual increase for Raise the Age based upon other states. According to Billy Lassiter, several states have noticed an increase but not what had been expected.

VIII. <u>UPDATES FROM TRILLIUM:</u>

Dena Hamilton reported that the new southern region director is Dennis Williams. Dena provided information on Safe Schools Healthy Kids. The film "Resilience" will be shown on November 14 at BCC.

IX. <u>UPDATES FROM TRI-COUNTY:</u>

Meredith Lloyd reported that the September focus was on Coastal Bringing Up Down Syndrome. Meredith did a presentation on bullying. The next meeting will be October 22 and there will be a panel on affordable housing.

X. <u>COMMENTS FROM CHAIR:</u>

John Manning thanked everyone for attending. The Sheriff's Department's fall festival will be at 6:00 on October 24.

XI. <u>COMMENTS FROM CONSULTANT:</u>

Lance Britt reported that the governor signed the mini-budget so the funds for JCPC have been approved. For Brunswick County, there will be an additional \$41,850. For the fiscal year 20-21, the allocation will increase to \$242,486 from the current allocation of \$176,737. The funding committee will need to meet to determine how this money will be used. The money has to be used in this fiscal year. A motion was made by Mike Forte to distribute the funds to the existing programs. A second was made by Dena Hamilton. The motion passed unanimously. Lance provided a new form for the programs to request funds. There is not an additional match for this funding year with the exception of any capital items. Next month Lance will be reviewing juvenile justice data and JCPC data related to Risk and Needs.

XII. <u>ADJOURN:</u>

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

Next JCPC meeting is November 21 at 1:00pm. The meeting will be in the David Sandifer Building second floor conference room. LUNCH WILL BE SERVED.

Brunswick County Juvenile Crime Prevention Council November 21, 2019 Meeting Minutes

I. <u>CALL TO ORDER:</u>

Meeting called to order by Maxine Elliott. There were 15 voting members present at the meeting. Quorum was met. Members excused from the October meeting: Rich Ohmer, Erin Rutkowski and John Manning.

II. <u>PUBLIC COMMENT:</u>

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

III. <u>APPROVAL OF MINUTES:</u>

Mike Forte made a motion to approve October minutes as written. Melinda Johnson seconded the motion. The motion passed unanimously.

IV. <u>RISK & NEEDS PRESENTATION:</u>

Lance Britt gave a presentation of the risk & needs of Brunswick County. This presentation helps to determine not only the needs of the county in terms of funding but to insure that we are utilizing what we have. A copy of the presentation is attached.

V. <u>PROGRAM REPORTS</u>

1. Teen Court:

Sam Davis reported that for the month of October there was a beginning count of 9, 4 admissions, 7 successful terminations, 0 unsuccessful termination for an ending count of 6. YTD: 29. There were 7 referrals in October from one school. There was a conflict resolution class on October 5. Sam Davis determined that the numbers being reported in NC Allies were being reported incorrectly in the past. Sam attended training in Carolina Beach. On October 22, Teen Court had 37 student volunteers and 4 defendants. That is the most student volunteers Teen Court has ever had. The JROTC programs are using Teen Court for their service requirements. They have some youth who are unable to go thru the program due to special needs. In the past, directors have allowed these kids to do community service or go thru conflict resolution to meet their requirements. You cannot put these kids in NC Allies. They have determined that they can do a special closed session which would allow the program to help the kids. The lead judge and lead volunteer feel this would benefit the kids and allow them to be put in NC Allies.

2. <u>Providence Home:</u>

Warren Mortley reported that for the month of October Providence Home had a beginning count of 0, 3 admission, 1 completion, 0 terminations for an ending court of 2.

3. <u>Restitution:</u>

James Hatcher reported that in October Restitution had a beginning count of 15, 7 admissions, 7 completions, 0 terminations and an ending count of 15. YTD: 22. There were 4 onsite programs with 18 clients who completed a total of 43 community service hours and 28 restitution hours. There were 4 offsite programs with 14 clients who completed 56 community service hours and no restitution hours.

4. <u>GGC & STEP:</u>

Erin Ditta reported that in October GGC had a beginning count of 2, 4 admissions, 0 completions and 0 terminations for an ending count of 6. YTD:12. GGC (Guiding Good Choices) is for parents/caregivers of youth aged 9 - 14. STEP (Systematic Training for Effective Parenting) is for parents/caregivers of youth aged 12 -17. There tends to be more GGC referrals. Erin passed out a new parent referral form. They will be adding an additional informational session to each cycle to allow for paperwork to be completed. Parents/caregivers are requesting additional information pertaining to VA clinics, treatment services, PTSD/TBI information and resources for co-parenting. This additional session will give the opportunity to give out what services are available.

5. Coastal ART:

Kristina Clemmons reported in October ART had a beginning count of 8 with 0 admissions, 0 completions, and 0 terminations for an ending count of 8.

VI. <u>COMMITTEE REPORTS:</u>

1. Funding Committee:

Maxine Elliott reported on the Committee recommendations for Tier II. The recommendations for FY 2019-2020 are:

Coastal A.R.T.	\$ 4,950
GGC & STEP	8,584
Providence Home	3,746
Restitution	10,746
Teen Court	4,824
JCPC Administration	<u>9,000</u>
	\$41,850

A motion was made by Mike Forte to approve the recommendations for Tier II funding. Sharon Flucker seconded the motion. Bonnie Jordan and Sam Davis abstained from voting. The motion passed unanimously.

2. <u>Monitoring Committee:</u>

Melinda Johnson reported that she would email the Committee to set up a date for monitoring visits which must be completed before January 31.

3. <u>Risk & Needs Committee:</u>

Sharon Flucker announced that the Risk & Needs Committee must meet before the January 2020 JCPC meeting. After discussion, it was decided the committee will meet on January 13 at 10:00 a.m. at the Parks & Recreation Building.

VII. <u>TREASURER'S REPORT</u>:

Regina Bennett reported that \$1,715.55 has been spent with a remaining balance of \$4,784.45.

VIII. <u>UPDATES FROM DJJ:</u>

Lance Britt introduced Marsha Rogge who is the new Chief Court Counselor.

IX. <u>UPDATES FROM TRILLIUM:</u>

Dena Hamilton reported that the annual Breakfast with Santa will be held on December 4. Dena has flyers for the Safe Schools Healthy Kids incentive plan. The Medicaid Transformation implementation has been delayed indefinitely due to the budget impact.

X. <u>UPDATES FROM TRI-COUNTY:</u>

Meredith Lloyd reported that there will be a parent panel in January for parents of children with development disabilities.

XI. <u>COMMENTS FROM CHAIR:</u>

Maxine Elliott announce that there will be no meeting in December. John Manning wanted Maxine to tell everyone Happy Holidays.

XI. <u>COMMENTS FROM CONSULTANT:</u>

Lance Britt reported that we will need to review the upcoming RFP for 2021 in January. The RFP will be open to all programs and then exclude the ones that are not needed. Lance will provide a template for the new RFP which will be for \$242,486.

XII. <u>ADJOURN:</u>

Motion was made by Meredith Lloyd and seconded by Melinda Johnson to adjourn. The motion passed unanimously.

Next JCPC meeting is January 16 at 1:00pm. The meeting will be in the David Sandifer Building second floor conference room.

Brunswick County Juvenile Crime Prevention Council February 20, 2020 Meeting Minutes

I. <u>CALL TO ORDER:</u>

Meeting called to order by John Manning. There were 12 voting members present at the meeting. Quorum was met. Members excused from the February meeting: T. K. Nowell, Resea Willis, Melinda Johnson, Meredith Lloyd, Erin Rutkowski, Sharon Flucker, and Nicole Smithers.

II. <u>PUBLIC COMMENT:</u>

John Manning asked for public comments. There were no comments.

III. <u>APPROVAL OF MINUTES:</u>

Mike Forte made a motion to approve the January minutes as written. Bonnie Jordan seconded the motion. The motion passed unanimously.

IV. <u>PROGRAM REPORTS</u>

1. Teen Court:

Sam Davis reported that for the month of January Teen Court had a beginning count of 12, 5 admissions, 1 completion, 0 terminations for an ending count of 16. YTD: 48. Teen Court had 8 cases held on 1/28/2020. They also had a monitoring review on 1/28/2020. The total volunteers for January for the Parenting Support Group, Student Volunteers, Defendant Jurors, Adult Volunteers, Peer Circle Attendance and Teen Court Defendants was 81. The measurable objectives for the period of 7/1/19 - 12/31/19 are: Estimated served is 70 and actual served is 48. Clients will have no new adjudications for a complaint with an offense date after the admission date – goal was 90% and actual was 100%; Clients will have no new complaints with an offense date after the admission date – goal was 90% and actual was 93.94%; Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation – goal was 90% and actual was 87.88%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan – goal was 90% and actual was 87.88%. As of today, 53 served.

2. <u>Providence Home:</u>

Warren Mortley reported that for the month of January Providence Home had a beginning count of 2, 3 admission, 5 completion, 0 terminations for an ending court of 0. YTD: 9. The measurable objectives for the period of 7/1/19 - 12/31/19 are: Clients will participate in shelter care activities as indicated by the service plan – goal is 90% and the actual is 100%; Clients will receive crisis interventions/strategies as intended by the program design/service plan – goal is 100% and the actual is 100%; Clients will receive short term care with transition planning – goal is 100% and the actual is 100%; Parents/legal guardians will participate with service planning as required by licensure – goal is 80% and actual is 75%; Clients will successfully or satisfactorily complete services as intended by the program design/service planning – goal is 100%. They currently have a staffing problem.

3. <u>Restitution:</u>

Lois Jackson reported that in January Restitution had a beginning count of 18, 20 admissions, 9 completions, 0 terminations and an ending count of 29. YTD: 78. There were 3 onsite programs with 32 clients who completed a total of 128 community service hours and 0 restitution hours. There were 5 offsite programs with 24 clients who completed 94 community service hours and 0 restitution hours. The measurable objectives for the period of 7/1/19 - 12/31/19 are: Clients will demonstrate accountability by actively participating in restitution community service activities – goal was 95% and actual was 93.02%; Clients will have no new adjudications for a complaint with an offense date after the admission date – goal was 90% and actual was 95.35%; Clients will have no new complaints with an offense date after the admission date – goal was 85% and actual was 95.35%; Clients will complete restitution or community service within the timeframe permitted by JCPC policy – goal was 85% and

actual was 97.67%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan – goal was 85% and actual was 95.35%.

4. <u>GGC & STEP:</u>

Erin Ditta reported that in January GGC had a beginning count of 8, 1 admission, 4 completions and 0 terminations for an ending count of 5. YTD:15. The measurable objectives for the period of 7/1/19 - 12/31/19 are: Clients and families will demonstrate enhanced family functioning as a result of program services – goal was 70% and actual was 100%; Clients will demonstrate improvement in targeted skills identified in the individual service plan – goal was 70% and actual was 100%; Clients will have no new adjudications for a complaint with an offense date after the admission date – goal was 70% and actual was 100%; Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan – goal was 70% and actual was 100%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan – goal was 70% and actual was 100%; Parents and/or families will actively participate in skill building activities as intended by the program design/service plan – goal was 70% and actual was 100%.

5. <u>Coastal ART:</u>

Kristina Clemmons reported in January ART had a beginning count of 8 with 8 admissions, 0 completions, and 8 terminations for an ending count of 8. YTD: 8. They finished at Cedar Grove and began at Waccamaw. There are no measurable objectives to report since no one was closed out as of December 31.

V. <u>COMMITTEE REPORTS:</u>

1. Monitoring:

Catherine Lytch reported that the Monitoring Committee met with the JCPC programs on January 28. All the visits went well. All the programs were very accommodating. The numbers for ART are low but that is because of the way they serve their clients. The numbers served and budget are on track for Providence Home. The files were detailed and organized. The numbers served and budget for Restitution are on track. The numbers served and budget for GGC-STEP are on track. Teen Court's numbers served and budget are on track. All programs are to be funded without conditions. Rich Ohmer made a motion to accept the report as presented. Maxine Elliott seconded the motion. The motion passed unanimously.

2. <u>Funding:</u>

Maxine Elliott reported that the PreFunding meeting for Funding Committee members only will be held on March 5. The Funding Committee will meet with all programs on March 12. The schedule will depend on the proposals received.

3. <u>Membership:</u>

Christina Kennedy reported for Meredith Lloyd due to an unexpected emergency with the schools. Christina reported there are several available positions – Juvenile Defense Attorney, Member of Business Community, Member of Faith Community and the two youth members. Rudy Ramphal who represented the Member of Faith Community had to resign due to other obligations. If anyone knows someone that could fill these position, please have them fill out an application.

VI. <u>TREASURER'S REPORT</u>:

In Regina Bennett's absence, Christina Kennedy reported that the admin budget is \$15,500 with the Tier II increase. To date, \$6,849.11 has been spent with a remaining balance of \$8,650.89. We did advertise in another newspaper for the RFP so the ads were in the Pilot, Beacon and Star News. A new laptop was also purchased for the Coordinator.

VII. <u>UPDATES FROM DJJ:</u>

Renee Palmoroy filled in for Marsha Rogge. Renee reported they have had quite a few 16 and 17-year olds come into the system.

VIII. <u>UPDATES FROM TRILLIUM:</u>

Dena Hamilton reported they had started with the first round of incentives for the Safe Schools, Healthy Kids. They presented Old Dock Elementary with a check for \$5,000. There's going to be a free film screening of the film "Resilience". This is the launching of a group for Brunswick County. A Special Olympics polar plunge will be on February 29. Spots are still available for the Victory Junction program for adults and children with intellectual and developmental disabilities. There is a summer camp and sports expo that is being hosted by the Tri-County Collaborative.

IX. <u>UPDATES FROM TRI-COUNTY:</u>

Christina Kennedy reported on behalf of Meredith Lloyd. There was a meeting on January 28. The panel focused on mental health crisis resources. Multiple agencies presented.

X. <u>COMMENTS FROM CHAIR:</u>

John Manning thanked everyone for attending. John announced the schools were closed due to the weather. The next meeting will be on March 19.

XI. <u>COMMENTS FROM CONSULTANT:</u>

Lance Britt reported that the Monitoring and Funding Committees takes a lot of work and time and he appreciates the volunteers. 3rd quarter accounting reports are available as of March 1 and are due by March 26. There are additional monies so you may need to do additional justification. Three current programs are in progress with the RFP. No new programs have submitted yet. Keep in mind the Raising the Age when doing the RFP. It is important that we have a quorum in March to vote on funding.

XII. <u>ADJOURN:</u>

Motion was made by Lisa Sellers and seconded by Eric Cinotti to adjourn. The motion passed unanimously.

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

Brunswick County Juvenile Crime Prevention Council February 20, 2020 Meeting Minutes

I. <u>CALL TO ORDER:</u>

Meeting called to order by John Manning. There were 12 voting members present at the meeting. Quorum was met. Members excused from the February meeting: T. K. Nowell, Resea Willis, Melinda Johnson, Meredith Lloyd, Erin Rutkowski, Sharon Flucker, and Nicole Smithers.

II. <u>PUBLIC COMMENT:</u>

John Manning asked for public comments. There were no comments.

III. <u>APPROVAL OF MINUTES:</u>

Mike Forte made a motion to approve the January minutes as written. Bonnie Jordan seconded the motion. The motion passed unanimously.

IV. <u>PROGRAM REPORTS</u>

1. Teen Court:

Sam Davis reported that for the month of January Teen Court had a beginning count of 12, 5 admissions, 1 completion, 0 terminations for an ending count of 16. YTD: 48. Teen Court had 8 cases held on 1/28/2020. They also had a monitoring review on 1/28/2020. The total volunteers for January for the Parenting Support Group, Student Volunteers, Defendant Jurors, Adult Volunteers, Peer Circle Attendance and Teen Court Defendants was 81. The measurable objectives for the period of 7/1/19 - 12/31/19 are: Estimated served is 70 and actual served is 48. Clients will have no new adjudications for a complaint with an offense date after the admission date – goal was 90% and actual was 100%; Clients will have no new complaints with an offense date after the admission date – goal was 90% and actual was 93.94%; Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation – goal was 90% and actual was 87.88%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan – goal was 90% and actual was 87.88%. As of today, 53 served.

2. <u>Providence Home:</u>

Warren Mortley reported that for the month of January Providence Home had a beginning count of 2, 3 admission, 5 completion, 0 terminations for an ending court of 0. YTD: 9. The measurable objectives for the period of 7/1/19 - 12/31/19 are: Clients will participate in shelter care activities as indicated by the service plan – goal is 90% and the actual is 100%; Clients will receive crisis interventions/strategies as intended by the program design/service plan – goal is 100% and the actual is 100%; Clients will receive short term care with transition planning – goal is 100% and the actual is 100%; Parents/legal guardians will participate with service planning as required by licensure – goal is 80% and actual is 75%; Clients will successfully or satisfactorily complete services as intended by the program design/service planning – goal is 100%. They currently have a staffing problem.

3. <u>Restitution:</u>

Lois Jackson reported that in January Restitution had a beginning count of 18, 20 admissions, 9 completions, 0 terminations and an ending count of 29. YTD: 78. There were 3 onsite programs with 32 clients who completed a total of 128 community service hours and 0 restitution hours. There were 5 offsite programs with 24 clients who completed 94 community service hours and 0 restitution hours. The measurable objectives for the period of 7/1/19 - 12/31/19 are: Clients will demonstrate accountability by actively participating in restitution community service activities – goal was 95% and actual was 93.02%; Clients will have no new adjudications for a complaint with an offense date after the admission date – goal was 90% and actual was 95.35%; Clients will have no new complaints with an offense date after the admission date – goal was 85% and actual was 95.35%; Clients will complete restitution or community service within the timeframe permitted by JCPC policy – goal was 85% and

actual was 97.67%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan – goal was 85% and actual was 95.35%.

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Erin Ditta reported that in January GGC had a beginning count of 8, 1 admission, 4 completions and 0 terminations for an ending count of 5. YTD:15. The measurable objectives for the period of 7/1/19 - 12/31/19 are: Clients and families will demonstrate enhanced family functioning as a result of program services – goal was 70% and actual was 100%; Clients will demonstrate improvement in targeted skills identified in the individual service plan – goal was 70% and actual was 100%; Clients will have no new adjudications for a complaint with an offense date after the admission date – goal was 70% and actual was 100%; Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan – goal was 70% and actual was 100%; Clients will successfully or satisfactorily complete services as intended by the program design/service plan – goal was 70% and actual was 100%; Parents and/or families will actively participate in skill building activities as intended by the program design/service plan – goal was 70% and actual was 100%.

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V. <u>COMMITTEE REPORTS:</u>

1. Monitoring:

Catherine Lytch reported that the Monitoring Committee met with the JCPC programs on January 28. All the visits went well. All the programs were very accommodating. The numbers for ART are low but that is because of the way they serve their clients. The numbers served and budget are on track for Providence Home. The files were detailed and organized. The numbers served and budget for Restitution are on track. The numbers served and budget for GGC-STEP are on track. Teen Court's numbers served and budget are on track. All programs are to be funded without conditions. Rich Ohmer made a motion to accept the report as presented. Maxine Elliott seconded the motion. The motion passed unanimously.

2. <u>Funding:</u>

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3. <u>Membership:</u>

Christina Kennedy reported for Meredith Lloyd due to an unexpected emergency with the schools. Christina reported there are several available positions – Juvenile Defense Attorney, Member of Business Community, Member of Faith Community and the two youth members. Rudy Ramphal who represented the Member of Faith Community had to resign due to other obligations. If anyone knows someone that could fill these position, please have them fill out an application.

VI. <u>TREASURER'S REPORT</u>:

In Regina Bennett's absence, Christina Kennedy reported that the admin budget is \$15,500 with the Tier II increase. To date, \$6,849.11 has been spent with a remaining balance of \$8,650.89. We did advertise in another newspaper for the RFP so the ads were in the Pilot, Beacon and Star News. A new laptop was also purchased for the Coordinator.

VII. <u>UPDATES FROM DJJ:</u>

Renee Palmoroy filled in for Marsha Rogge. Renee reported they have had quite a few 16 and 17-year olds come into the system.

VIII. <u>UPDATES FROM TRILLIUM:</u>

Dena Hamilton reported they had started with the first round of incentives for the Safe Schools, Healthy Kids. They presented Old Dock Elementary with a check for \$5,000. There's going to be a free film screening of the film "Resilience". This is the launching of a group for Brunswick County. A Special Olympics polar plunge will be on February 29. Spots are still available for the Victory Junction program for adults and children with intellectual and developmental disabilities. There is a summer camp and sports expo that is being hosted by the Tri-County Collaborative.

IX. <u>UPDATES FROM TRI-COUNTY:</u>

Christina Kennedy reported on behalf of Meredith Lloyd. There was a meeting on January 28. The panel focused on mental health crisis resources. Multiple agencies presented.

X. <u>COMMENTS FROM CHAIR:</u>

John Manning thanked everyone for attending. John announced the schools were closed due to the weather. The next meeting will be on March 19.

XI. <u>COMMENTS FROM CONSULTANT:</u>

Lance Britt reported that the Monitoring and Funding Committees takes a lot of work and time and he appreciates the volunteers. 3rd quarter accounting reports are available as of March 1 and are due by March 26. There are additional monies so you may need to do additional justification. Three current programs are in progress with the RFP. No new programs have submitted yet. Keep in mind the Raising the Age when doing the RFP. It is important that we have a quorum in March to vote on funding.

XII. <u>ADJOURN:</u>

Motion was made by Lisa Sellers and seconded by Eric Cinotti to adjourn. The motion passed unanimously.

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



SECTIO	AIA	SPONSORING AGENCY AND PROGRAM INFORMATION										
FUNDING P	ING PERIOD: FY 20-21					DPS/JCPC FUNDING # (cont only) 510-XXXX						
C	COUNTY: Brunswick					A	REA: Cent	ral Area	•			
Multi-	Count	y: No				Multi-C	ompo	nents No				
NAME OF PROGRAM: JCPC Administration												
SPONSORING AGENCY:			Brunswick County									
		AGENCY	2023 South 17th Street									
PHYS		ADDRESS:	Wilmington NC			NC	28401					
SPONSO	ORING	AGENCY	2023 S	outh 17th St	reet							
MAILING ADDRESS:		ADDRESS:	Wilmington			NC 28401						
		TYPE:	Public					FEDER	AL ID # 566	600027	8 01	
						1						
COMPONENT ID # NAME			OF PROGRAM COMPONENT		ENT	PROGRAM TYPE				TOTAL COST OF EACH COMPONENT		
29387	J	CPC Certificati	ion			JCPC Certification \$7,5					\$ 7,500	
					Total cost of components:				\$ 7,500			
Program Manager Name & Address (same person on signature page)												
Name:		In Manning Title: JCPC Chair										
Mailing	55 Car	olina Shores D	r.									
Address:							City:	Carolina Shor	1	-	28467	
Phone:	: (910) 575-4099 Fax: (910) 575-4096			096		E-mail:	marvera@atn	nc.net				
Contact Person (if different from program manager)												
Name:	Christir	ristina Kennedy					Title:	County Finance	unty Finance Administrator			
Mailing	Post O	Post Office Box 249										
Address:							City:	Bolivia	christina.kenr		28422	
Phone:	ne: (910) 253-2040 Fax:				E-mail: brunswickco							
				monogerl								
Program Fiscal Name:					Title:							
Mailing	P.O. B											
Address:							City:	Bolivia		Zip:	28422	
Phone:	(910) 2	53-2070		Fax:				E-mail:	Julie.miller@l	orunswic	kcountync.gov	

SECTION I B	PROGRAM COMPONENT DESCRIPTION					
COMPONENT ID #	COMPONENT INFORMATION					
29387	NAME OF COMPONENT: JCPC Certification BRIEF DESCRIPTION: Brunswick County JCPC Certification.					

SECTION II COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Service Statistics PROGRAM COMPONENT INFORMATION - APPLICATION YEAR									
Component Nam	e: JCPC Certificat	ion					Component ID #		
						:	29387		
What is this com	ponent's maximum	client capacity at any g	iven time?				0		
Frequency of cli	ency of client contact per month: 0 Anticipated Average Length of Stay:			0	Days				
T	Fotal Component Cos	t: \$7,500	÷ by	Estimated # to	od: 0				
		Estimated Average	Cost Per Youth:	\$0					
		Actual n	Actual number of youth admitted FY 18-19:			0			
Applies to	0	Number of ad	Number of admissions Juvenile Justice Referred 0%						
continuation programs only.	0	Number of adm	Number of admissions Law Enforcement Referred 0%						
-	0	Number of	Number of admissions District Court Referred 0% of						

SECTION III	COMPONENT SUMMARY

NAME OF COMPONENT: JCPC Certification

1. Statement of the Problem: In concise terminology, describe how the program will address continuum need(s) in the county.

2. Target Population: Describe the target population, including age, and the steps taken to insure that the target population is served.

3. Program Goal(s): Provide a brief statement to describe the overall purpose of the program.

4. Measurable Objective(s): State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.

5. Elevated Risks and Needs: Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.

SECTION IV	COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT: JCPC Certification

1. Location: *List physical address(es) and describe where program services are delivered.*

2. Operation: Describe the daily/weekly schedule of program operation.

3. Staff Positions: Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

4. Service Type SPEP: Describe implementation to include:

5. Admission Process: Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.

6. Termination Process: Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.

How is the referring agency involved with the termination process?

7. Referring Agency Interaction: Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.

8. Intervention/Treatment: Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?

9. Best Practice Model: Describe what model or evidence-supported/best practice the program is based upon.

This section of the JCPC Program Application will ONLY be completed if approved for funding and will be included in the required JCPC Program Agreement document for completion.

This Agreement is entered into by and between Department of Public Safety, (*hereinafter referred to as the DPS*), and County, (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the Sponsoring Agency*).

The DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective _____ and shall terminate _____

Payment to Sponsoring Agency

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 \$______ for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

Availability of Funds:

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.

Responsibilities of the Parties

DPS shall:

- 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;
- 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;
- 3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
- 4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
- 5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
- 6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and
- 7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

- 1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
- 2. Comply with all Federal and State laws relating to equal employment opportunity;
- 3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of 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. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the JCPC Program Agreement, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
- Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in 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 NCAC 11B, 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.

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 a 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 nonprofit 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 NCAC 11B; 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 9. Fiscal Accounting and Budgeting: Final Accounting Process

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 whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency 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'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:	SECTION VI: BUDGET NARRATIVE				
	JCPC Administration	Fiscal Year	FY 20-21		
ltem #	Justification	Expense	In Kind Expense		
190	Professional Services Contract for JCPC Coordinator (\$400.00 per month X 12 months)	\$4,800			
220	Food Expense for meetings and banquet	\$750			
260	Office Supplies & amp; amp; amp; Materials	\$450			
370	JCPC Advertisement for the Annual JCPC Request for Proposal	\$1,500			
	TOTAL	\$7,500			

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII

Program: JCPC Administration

Fiscal Year: FY 20-21

Number of Months: 12

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

SECTION VIII			SOURC	CES OF PROGRAM REVENUE (ALL SOURCE	S)
FY 20-21 Brunswick County Funding			D: 510-XXX	X	
Sponsoring Age	ency: Brunswi	ck County	Program:	JCPC Administration	
\$7,5	500 DPS /.	JCPC Fund	s	* This is the amount of your request on your application	
0%	Loca	Match Rate	e	Is the Local Match Rate 10%, 20% or 30%?	
	Co	unty Cash		(Specify Sou	urce)
	Lc	ocal Cash		(Specify Sou	urce)
	Lc	ocal Cash		(Specify Sou	urce)
	Loc	al In-Kind		(Specify Sou	urce)
		Other		(Specify Sou	urce)
		Other		(Specify Sou	urce)
		Other		(Specify Sou	urce)
		Other		(Specify Sou	urce)
\$7,5	500	TOTAL		\$0	\$0
			R	Required Local Match Match Pro	vided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

Program Manager Date			
John E. Manning	3/24/20		
Chair, Juvenile Crime Prevention Council	Date		
Chair, County Board of Commissioners or County Finance Director			



SECTIO	AIA		SPONSORING AGENCY AND PROGRAM INFORMATION								
FUNDING P	ERIO	D: FY 20-21	FY 20-21			DPS/JCPC FUNDING # (cont only) 510-XXXX					
C	ОЛИТ	Y: Brunswic	Brunswick				AREA: Central Area				
Multi-0	Count	t y: No				Multi-Co	mpo	nents No			
	NA	ME OF PRC	GRAM:	Coastal AR	T			I			
SPONSO	ORING	GAGENCY:	Coastal Horizons Center, Inc.								
		GAGENCY	615 Shipyard Blvd.								
PHYS		ADDRESS:	Wilming	gton		NC			28412		
SPONSO	ORINO	G AGENCY	615 Shi	ipyard Blvd.							
MAI	LING	ADDRESS:	Wilming	gton		NC			28412		
		TYPE:	Non-Pro	ofit				FEDER	AL ID # 56-	095037	70
						i			I		
COMPONENT	NAME OF PROGRAM COMPONENT				ENT	PROGRAM TYPE TOTAL COS EACH COMP					
27970	C	Coastal ART				Interpersonal Skill Building				\$ 53,989	
						Total cost of components:			\$ 53,989		
Program Manag	ger Nar	ne & Address	(sam	e person on sig	nature pag	ne)					
Name:	Jeremy	y Seamon				Title: Brunswick Program Director					
Mailing	120 Co	oastal Horizons	Drive								
Address:							City:	Shallotte			28470
Phone:	(910) 7	754-4515		Fax:	(910) 754-	7997		E-mail:	jseamon@coa	astalhori	zons.org
Contact Person	n (i	if different from	program n	nanager)							
Name:	Jeremy	y Seamon					Title:				
Mailing	120 Co	oastal Horizons	Drive								
Address:	(0.1.0) -						City:	Shallotte		-	28470
Phone:	(910) /	754-4515		Fax:	(910) 754-	/99/		E-mail:	jseamon@coa	astainori	zons.org
Program Fiscal	Office	r <u>(cannot b</u>	e program	manager)							1
		Jennifer Burns					Title:	Acting Chief F	inancial Office	r	
mannig	615 Sh	nipyard Blvd.									
Address:	(010) -	200.0197		Farri	(010) 700		City:	Wilmington	ihuma Qaaaa		28412
Phone:	(910) /	790-0187		Fax:	(910) 790-	0109		⊏-mall:	jburns@coast	anorizo	ns.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
27970	NAME OF COMPONENT: Coastal ART BRIEF DESCRIPTION: Coastal Aggression Replacement Training is a multi-modal 10-week class for youth who have moderate to serious interpersonal problem behaviors, and who as a result, have chronic suspension, expulsions, truancy, or absences from school, and/or who maintain company with negative or delinquent peers and/or who may need further mental health intervention. This program will also address non physical aggressive behaviors related to bullying behavior, teasing, and electronic media aggression.

COMPONENT STATISTICAL INFORMATION SECTION II Multi-Components No **Component Service Statistics PROGRAM COMPONENT INFORMATION - APPLICATION YEAR** Component Name: Coastal ART Component ID # 27970 What is this component's maximum client capacity at any given time? 84 Frequency of client contact per month: Anticipated Average Length of 4 90 Days Stay: \$53,989 ÷ by Estimated # to be served during funding period: 84 **Total Component Cost:** Estimated Average Cost Per Youth: \$643

 Applies to continuation programs only.
 Actual number of youth admitted FY 18-19:
 36

 0
 Number of admissions Juvenile Justice Referred
 2.78% of total admissions

 0
 Number of admissions District Court Referred
 0% of total admissions

 0
 Number of admissions District Court Referred
 0% of total admissions

SECTION III	COMPONENT SUMMARY			

1. Statement of the Problem: In concise terminology, describe how the program will address continuum need(s) in the county.

The Brunswick County JCPC indicators prioritized the following needed service for youth in Brunswick County: School Domain:Moderate to serious school behavior problems resulting in short and long term suspensions, expulsions and truancy. The SPEP category this program falls into is "Interpersonal Skill Building". According to the Brunswick County Risk and Needs Data, 69% of youth reported to have moderate to serious behavior problems (of which 43% have serious school behavior problems). This includes unexcused absences; receiving 1 or more in-school suspensions; 1 short-term suspension less than 10 days, and Serious Problems-Youth has dropped out of school or been expelled; received more than 1 short term suspension; receive 1 or more long term suspension of 10 days or more; has more than 10 unexcused absences.

Coastal Aggression Replacement Training will address Interpersonal Skill Building, and also address targeted service gaps for youth with ongoing mental health needs. Role playing activities will provide examples of effective situation response. The current Needs Assessment indicates that a high number of youth referred to DJJDP and DSS have a multi-generational history of family criminality, indicating a lack of exposure to pro-social skill building, which this program provides.

This program fits in the overall continuum of care for Brunswick County by providing a skills based training for adolescents who can be diverted from the Juvenile Probation and juvenile charges for violent acts if they learn appropriate methods of dealing with anger, and difficult social situations, and can be productive in their school settings.

The Coastal ART program will provide an estimated 84 youth very focused training for adolescents with behavior disruptive enough to gain the attention of school and legal authorities. This program is also designed to target high risk factors for gang involvement including pro-criminal attitudes, and early aggressive and disruptive behavior. Coastal Horizons may refer youth presenting with other types of problems to other Coastal Horizons programs, including substance abuse treatment, in school therapy, or family therapy if appropriate.

Referrals will be obtained directly from schools, and parents, DSS, and Court Counselors. ART classes will primarily take place at school sites-during school hours.

Coastal ART will work with youth to develop a change in behavior and improve school and social functioning, through skill building focused classes.

2. Target Population: Describe the target population, including age, and the steps taken to insure that the target population is served.

Coastal ART Brunswick will serve school students ages 10 to 17 who reside in Brunswick County, NC. The target population is youth who violate school policy through aggressive, acting out behavior or interpersonal difficulties, including aggressive behaviors, unruly behavior, and bullying. This is a class targeted toward correcting emotional and or behavioral concerns underlying delinquency.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The goals of the Coastal Aggression Replacement Training will be to: 1.Improve skills and abilities of participants to manage emotions, and diminish aggressive behaviors through targeted

SECTION III	COMPONENT SUMMARY

practice and role play of important skills, and training to identify and manage anger, and develop options to aggressive acting out;

2. Improve social maturity level of participants through raising level of fairness, empathy, justice, and concern for the needs and rights of others through exposure to a series of moral dilemmas in group discussion context.

3. The overall objective of the program will be to provide a successful intervention in the lives of school students ages 10-15 who are at risk for involvement in the Juvenile Justice System because of poor self control and marginal skills in social situations.

4. Measurable Objective(s): State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.

80% Clients will demonstrate improvement in targeted skills identified in the individual service plan.

85% Clients will have no new complaints with an offense date after the admission date.

75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

90% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.

90% Clients will have no new adjudications for a complaint with an offense date after the admission date.

90% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

80% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

5. Elevated Risks and Needs: Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.

Coastal Aggression Replacement Training will address the risk and service gaps in services for:

1) Youth who associate with delinquent peers;

2) Youth who have school behavior issues and and who need further assessing and/or treatment; and,

3) Youth with moderate to severe school problems.

CHC-B will address all of the above service gaps identified in the needs assessment - including identification of social skills deficits, targeted training to improve social skills deficits, and anger management through participation in a 10-week training experience. The model used is an Evidence Base Program, Aggression Replacement Training which has been used effectively in juvenile detention facilities and juvenile treatment programs since 1978 to build skills and develop moral reasoning in youth with poor emotional management histories. It has found widespread use in schools, delinquency centers and other agencies concerned with the reduction of school violence and aggression by youths in the community and elsewhere.

SECTION IV	COMPONENT NARRATIVE (attach for each component)

1. Location: *List physical address(es) and describe where program services are delivered.*

Coastal ART classes take place at six (6) to eight (8) different school based locations in Brunswick County or at an alternate school site if there is a discerned need.

The school sites include but are not limited to: Shallotte Middle School, Leland Middle School, South Brunswick Middle School, Waccamaw School, Cedar Grove Middle School, North Brunswick High School, South Brunswick High School, and West Brunswick High School. Other schools may be targeted for inclusion if they meet criteria, including Brunswick Elementary Schools. These Schools must be located in Brunswick County.

The hours of operation of the agency are Monday through Friday 8:00 AM to 5 PM. The program will operate during school hours between 7:30 AM and 3:30 PM at school sites-but may be adjusted to accommodate student and family needs. Scheduling of groups may vary depending on the school schedule. Schools have been able to integrate this program during the school day and this has been ideal for meeting family transportation needs.

2. Operation: Describe the daily/weekly schedule of program operation.

Hours of operation of the program would follow Brunswick County School Schedule Days and hours for operation. Scheduling of groups will be on weekdays. Times of the groups would vary according to school schedules and transportation availability at each school site.

3. Staff Positions: Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

ART program staff will be 1 or more part-time masters level clinicians trained in the mental health field and/or licensed or certified by the North Carolina Substance Abuse Professional Practice Board,

This counselor or counselors will be directly supervised by the Brunswick Assistant Program Director who will also act to assist with coordination of services, referrals, oversight of administrative tasks, monitoring, attend all JCPC meetings, and act as a liaison with the JCPC Area Consultant and JCPC Board as well as School Administration. Brunswick AD will engage in community outreach as needed and be available for questions and concerns from parents and or school staff.

The Program Director of the Coastal Horizons-Brunswick office will oversee clinical and administrative functions of the Coastal ART program, including ensuring fidelity, yearly and quarterly budget, oversight of measurable objectives and SPEP, and will act as a liason along with Brunswick AD with the JCPC board in any capacity as needed.

All program staff involved with ART, are formally trained in this evidence based model.

Other staff involved in the operation of this program, but whose salary is used as in kind only include:

The Vice President of Clinical Services will serve as Program Manager. He will provide reporting and expenditure oversight. He holds a license in Substance Abuse Counseling, and has supervisor certification (LCAS / CCS) with over thirty (35) years of experience in the field.

The CFO of Coastal Horizons Center will track financial expenditures and develop financial reports for the program. He has training in accounting and business management.

SECTION IV

NAME OF COMPONENT: Coastal ART

Agency interns and volunteers are students completing studies in a human services field, and have been screened and cleared for criminal, financial, and driving offenses. Volunteers are utilized as clinical treatment assistants.

4. Service Type SPEP: Describe implementation to include:

Primary Service: Social Skills Training; Secondary Service: None

5. Admission Process: Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.

Referral may be made by school official, parent, DSS worker, Court Counselor, or other JCPC Program and will be screened by program staff to determine if appropriate for Aggression Replacement Training classes. 7-8 classes will be run throughout the school year. Classes will run for 10 weeks successively. Classes will be closed to new admissions after the second group.

An appropriate referral would be a youth between the ages of 10- 15 who presents with a history indicating previous school or criminal justice related problems involving poor emotional management, or a history of non-improvement despite previous attempts to correct behavior problems such as Teen Court or diversion plans. Contact will begin with an assessment of skills deficits as reported by participant, school, parent, and/or other referral source.

JCPC Coastal ART will only admit juveniles who have not reached their 18th birthday.

Clients are referred due to behaviors such as aggressive acting out, challenging behavior, fighting, poor social coping, and limited social interaction skills. Youth with history of previous inpatient mental health or chemical dependency treatment, suicidality, violent offenses, or those determined to need a higher level of care may be redirected to other suitable treatment services.

JCPC Coastal ART will enter client tracking admission data into NCALLIES within seven (7) days of the admission decision.

JCPC Coastal ART will provide a response to referring agencies regarding an admission decision within ten (10) business days of receipt of referral.

JCPC Coastal ART will create and maintain a participation agreement prior to juveniles receiving program services that must be signed by the program provider, juvenile, and parent(s)/legal guardian(s). All elements of the participation agreement are dictated by the specific needs of the juvenile. This agreement shall include but not limited to:

i.Name of sponsoring agency (Coastal Horizons) and program name (JCPC Coastal ART)

ii. Program guidelines, requirements, and projected completion dates

iii.Consents signed by the program provider, juvenile, and parent(s)/legal guardian(s).

iv.Specific requirements of the parent(s) legal guardian(s)

v.Results of any non compliance with program guidelines

6. Termination Process: Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.

A completion will be deemed...

SECTION IV	COMPONENT NARRATIVE (attach for each component)

• Successful Completion/Termination when, after participation in 9 out of a possible 10 classes, the youth has met the goal of no new school rule violations, and has demonstrated an improvement in ability to self manage emotions and behavior as reported by self, family, school and referral source (if other than those listed) and adolescents will demonstrate improvement on social skills assessment/anger management skills assessment on the 10th week.

• Satisfactory Completion/Termination will be attained by participation in 7 out of 10 possible sessions, and when the youth meets two out of three of the other goals (no new school rule violations, and demonstration of an improvement in ability to self manage emotions and behavior as reported by self, family and referral source, demonstrating improvement on final skills assessment on the 10th week).

• Unsuccessful Completion will be either completion of fewer than 7 sessions, or continuing to have difficulty in more than one skill area. If the youth accepts a higher level of care and completes, then this will be a Satisfactory Completion.

* Non-compliant Termination will be declared for non-attendance. Telephone contacts will be attempted following each unexcused absence to encourage clients to attend sessions. After 3 continuous weeks of no contact, a client will be terminated.

JCPC Coastal ART will complete/maintain a written termination form and additionally will follow all Coastal Horizons policies related to termination of clients.

JCPC Coastal ART will enter client termination data in NCALLIES within seven (7) days of the termination decision.

JCPC Coastal ART will complete a written termination within 10 business days for all juveniles terminated from the program and submit a written copy to parent(s)/legal guardian(s), Court Services (if applicable), placed in the juvenile file, and other referring entities as appropriate. The termination form will include:

i.Activities, results, and recommendations.

ii.Last date of program contact

iii.Names of persons and agencies receiving notice of a juvenile's termination

iv.Name of program staff person completing documentation

v.Reason for termination

JCPC Coastal ART shall not terminate any juvenile's program services for reasons listed above without prior direct oral or written communication with the referring agency.

How is the referring agency involved with the termination process?

Formal releases will be in place for all referring agencies. The referring agency, usually the school, will be provided frequent reporting of progress toward goals throughout, by means of a monthly report to the referral source. In the event that problems arise, especially if the problems could result in less than successful completion, more frequent contact would be made. The referring agent would be both notified and involved in decisions involving changes to the plan. The referring agent will be notified of completion status of participant whenever a completion or termination occurs, via a certificate stating accomplishment or letter of discharge.

7. Referring Agency Interaction: Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.

SECTION IV	COMPONENT NARRATIVE (attach for each component)

The referring agency (school, parent, court counselor) is informed of the participant's initial contact, admission assessment, recommendations, attendance, progress and completion of the program. Upon completing the assessment, the referring agent is notified regarding the assessment recommendations, and skill deficits identified. A monthly progress report is provided to referring agents, as well as ongoing communications as needed for good collaboration.

Upon termination, the referring agency is contacted and provided a copy of the completion, and skills acquired from the class. Parents are encouraged to contact the program for follow up discussions or referrals as needed.

8. Intervention/Treatment: Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?

Coastal ART is a multi-modal 10-week class for youth who have moderate to serious school, family or community behaviors, and who as a result have experienced chronic suspension, or absences from school, and/or who maintain company with delinquent peers and/or who may need further mental health intervention.

The program utilizes Aggression Replacement Training methods, an evidence based program recognized by DJJDP for work with youth presenting with deficits in interpersonal skills, to alter the behavior of chronically aggressive youth, or youth with poor social coping skills.

Each 2-hour class of the 10-week series will focus on a critical skill to be mastered. These areas will include:

1.Social Skill building (Beginning and Advanced Social Interaction Skills, Skills for dealing with feelings, Alternatives to aggression, Skills for dealing with stress, Planning skills)

2. Anger Control Training (Identifying triggers, Identifying Cues, Using reminders, Using reducers, Using self evaluation)

3.Moral Reasoning Skills (social problem solving skills) (discussions of scenarios' which pose moral dilemma)

This program utilizes completion of worksheets and logs between sessions to reinforce learning, and extensive role play exercises to practice skills.

Behavior deficits which have been identified will be focused on with greater intensity until mastered. Parents will be involved through assisting with homework assignments, worksheets and practice exercises (rehearsals, hassle log, developing lists of optional replacement behaviors, etc.)

9. Best Practice Model: Describe what model or evidence-supported/best practice the program is based upon.

Aggression Replacement Training is a cognitive behavioral training program to help children and adolescents improve social skill competence and moral reasoning, better manage anger, and reduce aggressive behavior. The program specifically targets chronically aggressive children and adolescents. Developed by Arnold P. Goldstein and Barry Glick, ART has been implemented in schools and juvenile delinquency programs across the United States and throughout the world. The program consists of 10 weeks (20 hours) of proficiency training, and is divided into three components— 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.

SECTION IV	COMPONENT NARRATIVE (attach for each component)

The program relies on repetitive learning and transfer training techniques to teach participants to control impulsiveness and anger so they can choose to use more appropriate pro-social behaviors. In addition, guided group discussion is used to correct antisocial thinking.

The rationale behind the program is to equip youth with whatever is needed to behave in constructive, non-aggressive, and still-satisfying ways in school, at home, and in the community. Many youths are skilled in fighting, bullying, harassing, and manipulating others. However, they frequently have inadequate skills in more socially desirable behaviors such as negotiating differences, dealing appropriately with accusations, and responding effectively to failure, teasing, rejection, or anger. ART was designed to intervene in such antisocial behavioral excesses and pro-social behavioral deficits. This program has been used for over 30 years in schools, community agencies, juvenile institutions and other settings. ART is recognized as an evidence based program by the National Center for Mental Health Promotion and Youth Violence Prevention and is listed as a best practice model by OJJDP. Five CHC Brunswick Staff are formally trained in ART.

SECTION V

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS*), and **Brunswick** County, (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the JCPC*) and **Coastal Horizons Center, Inc.** (*hereinafter referred to as the Sponsoring Agency*).

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective Jul 1, 2020 and shall terminate Jun 30, 2021.

Payment to Sponsoring Agency

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 \$44990 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

Availability of Funds:

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.

Responsibilities of the Parties

DPS shall:

- 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;
- 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;
- 3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
- 4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
- 5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
- 6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and
- 7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

- 2. Comply with all Federal and State laws relating to equal employment opportunity;
- 3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of 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. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the JCPC Program Agreement, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
- Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in 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 NCAC 11B, 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 a 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;

- 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 NCAC 11B; 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 9. Fiscal Accounting and Budgeting: Final Accounting Process

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 whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency 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'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

	Coastal ART	Fiscal Year	FY 20-21
ltem #	Justification	Expense	In Kind Expense
120	Staff Therapist (\$24 x 20 hrs/wk X 43 wks)	\$20,640	
120	Counselor/Coordinator (\$28 x 7 hr/wk X 43 weeks)	\$14,448	
120	CFO 2 hour per week X \$30 per hour X 43 weeks	\$2,580	
120	Program Manager (VP of Clinical Services) (2 hour per week X 43 weeks x \$45)	\$3,870	
120	Program Supervisor(Brunswick Director) 2 hr per wk X \$32 per hour X 43 wks	\$2,752	
180	Therapist fringe (FICA, Group Insurance, Retirement, Unemployment, Workers Comp) 0.01% of Payroll expense		\$42
180	Counselor/Coordinator fringe (FICA, Group Insurance, Retirement, Unemployment, Workers Comp) 67% of Payroll expense		\$7,873
260	Office Supplies (copier paper, ink; pens, markers, easel paper, etc)	\$700	
310	travel to school sites (114 round trips to school at an average of 25 miles .38 = 114 X 25 X.38)		\$1,084
	TOTAL	\$44,990	\$8,999

Job Title	Annual Expense Wages	Annual In Kind Wages
Program Supervisor	\$2,752	
Staff Therapist	\$20,640	
CFO	\$2,580	
Program Manager (VP of Clinical Services)	\$3,870	
Counselor/Coordinator	\$14,448	
TOTAL	\$44,290	

SECTION VII

Program: Coastal ART

Fiscal Year: FY 20-21

Number of Months: 10

	Cash	In Kind	Total
I. Personnel Services	\$44,290	\$7,915	\$52,205
120 Salaries & Wages	\$44,290		\$44,290
180 Fringe Benefits		\$7,915	\$7,915
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$700		\$700
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$700		\$700
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services		\$1,084	\$1,084
310 Travel & Transportation		\$1,084	\$1,084
320 Communications		<u></u>	\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
			\$0
IV. Fixed Charges & Other Expenses			\$0
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0 \$0
			·
Total	\$44,990	\$8,999	\$53,989

SECTIC	DN VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCE	ES)		
FY 20-21 Brunswick County Funding ID: 510-XXXX					
Sponsoring Agency:	Coastal Horizons C	Center, Inc. Program: Coastal ART			
\$44,990	DPS/JCPC Fund	ds * This is the amount approved in your application			
20%	Local Match Rat	Is the Local Match Rate 10%, 20% or 30%?			
	County Cash	(Specify S	ource)		
	Local Cash	(Specify S	ource)		
	Local Cash	(Specify S	ource)		
\$8,999	Local In-Kind	Coastal Horizons Center (Specify Security Securi	ource)		
	Other	(Specify S	ource)		
	Other	(Specify S	ource)		
	Other	(Specify S	ource)		
	Other	(Specify S	ource)		
\$53,989	TOTAL	\$8,998	\$8,999		
		Required Local Match Match	rovided		

Authorizing Official, Department of Public Safety

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

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

Chair, Juvenile Crime Prevention Council

Program Manager

Date

Date

Date

Date



SECTIO	ΝΙΑ		SPONSORING AGENCY AND PROGRAM INFORMATION								
FUNDING P	ERIO	D: FY 20-21	FY 20-21			DPS/J	CPC FUNDING # (cont only) 510-XXXX				XXX
C	OUNT	Y: Brunswic	Brunswick				AREA: Central Area				
Multi-	Count	y: No	No			Multi-C	ompo	nents No			
	NA		GRAM:	Brunswick (County R	estitution and	l Com	munity Servi	ice Program	า	
			I								
SPONSO	ORING	AGENCY:	Brunswi	ck County C	cooperativ	e Extension	Office	•			
		AGENCY	25 Refe	erendum Driv	/e						
PHYS		ADDRESS:	Bolivia			NC			28422		
SPONSO	ORING	AGENCY	PO Box	109							
MAI	LING	ADDRESS:	Bolivia			NC			28422		
		TYPE:	Public					FEDER	AL ID # 56-	186862	22
COMPONENT	MPONENT ID # NAME OF PROGRAM COMPONENT			ENT	PROGRAM TYPE			L COST OF			
28571	E	runswick Cour	nty Restitut	ion Program		Restitution/Community Service			\$ 85,816		
						Total cost of components:			\$ 85,816		
Program Manag	ger Nan	ne & Address	(sam	e person on sig	nature pag	e)					
Name:	Mark B	levins					Title:	County Extens	sion Director		
Mailing		operative Exter	nsion								
Address:							City:	Bolivia	1		28422
Phone:	(910) 2	53-2610		Fax:	(910) 253-2	2612		E-mail:	mark_blevins	@ncsu.e	du
Contact Persor	1 (i	f different from	program m	nanager)							
Name:	Lois Ja	ckson					Title:	Program Coor	dinator		
inaling	PO Bo	x 109									
Address:							28422				
Phone:	(910) 2	53-2610	-2610 Fax: (910) 2			2612		ext.restitution@brunswickcout E-mail: gov		vickcoutync.	
Program Fiscal	Office	(cannot l	e program	manager)							
Ŭ	ne: Julie Miller Title: Director of Flscal Operations										
Mailing	PO Bo	x 249									
Address:							City:	Bolivia		Zip:	28422
Phone:	(910) 2	53-2070		Fax:	(910) 253-2	2070		E-mail:	julie.miller@b	runswick	countync.gov

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
28571	NAME OF COMPONENT: Brunswick County Restitution Program BRIEF DESCRIPTION: This type of program provides opportunities for juveniles to be accountable for their actions to the community and/or victim(s) through performing supervised community service work and/or a monetary payment within the timeline stipulated in the court order, terms under a Teen Court/Peer Court agreement, or diversion contract, through direct supervision of program staff.

SECTION II

COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Servi	ice Statistics	PROGRAM COM	PONENT INFOR	RMATION - APPLI	CATION YEAR		
Component Name	e: Brunswick Cour	nty Restitution Program	stitution Program			Component ID #	
					28571		
What is this comp	ponent's maximum	client capacity at any g	iven time?				150
Frequency of client contact per month:		4	4 Anticipated		erage Length of Stay:	90	Days
Total Component Cost:		t: \$85,816	÷ by	Estimated # to be served during funding period: 150			d: 150
		Estimated Average	Cost Per Youth:	\$572			
		Actual number of youth admitted FY 18-19:				104	
Applies to continuation programs only.	20	Number of ad	Number of admissions Juvenile Justice Referred 19.23			9.23% of total admissions	
	0	Number of adm	Number of admissions Law Enforcement Referred 0%			0% of total admissions	
	0	Number of	Number of admissions District Court Referred 0% of			of total admissions	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Brunswick County Restitution Program

1. Statement of the Problem: In concise terminology, describe how the program will address continuum need(s) in the county.

According to the most recent NCDJJDP Databook for Brunswick County (2018), there were 213 Juvenile complaints with a delinquent rate of 14.41 per 1000 age 6-15 with 282 JCPC Youth Served that year. Juveniles who were placed on diversion contracts or ajudicated delinquent or undisciplined were considered to have committed minor offense which resulted in a Level I or II court sanction for community service or restitution.

These youth need a program that teaches life skills, models appropriate behavior, provides a professional relationship with caring adults, and meets the requirements for court sanctions.

2. Target Population: Describe the target population, including age, and the steps taken to insure that the target population is served.

The target population is juveniles ages 7-17 (effective Dec 1, 2019 Rise The Age will adjust this target population to allow for older youth). Juveniles 11 and older are appropriate for supervised work groups for community service hours or to earn restitution. Juveniles 10 and younger will have age appropriate assignments on a case-by-case basis with program staff.

3. Program Goal(s): Provide a brief statement to describe the overall purpose of the program.

The program seeks to:

provide weekly opportunities for clients to complete their assigned restitution and/or community service at our permanent location in Bolivia, and offsite locations throughout the county. This arrangement meets the needs of clients who must fulfill their court sanctions, as well as the needs of their families, many of whom face transportation challenges.

In addition the program attempts to teach referred clients they are accountable for their actions, that there are repercussions for poor decision making. The goal is to decrease recidivism, and to teach life lessons, as well as, a variety of skills.

An On-site location at the Brunswick County Botanical garden, facilitates teaching horticultural skills to clients. Clients may report on Saturday mornings from 8 am until 12 noon, without prior date commitment. This site has additional staff and volunteers, allowing for a greater number of youth to be supervised. Clients are directed to work on, and complete tasks set for them under the supervision of staff and volunteers. These tasks are, for the most part, educational in nature such as planting, pruning, weeding, and, have involved small construction projects. These horticulture skills can serve our clients in a possible landscape career or at their own homes in the future. Client labor results in beautifying their Botanical Gardens. The garden is available for enjoyment to the general public. It has been the site of weddings, meetings and luncheons.

Our Off- Site locations, stretch from Calabash to Leland, and serve to support families with transportation difficulties. These sites provide a range of opportunities for our clients, provide help to community based services and expose clients to various experiences. Last year, the Off-Site locations included at least a dozen different project locations. Activities typically fall on weekends, but can occur when school is not in session. Programs can be scheduled on any day of the week, and at locations near client homes, allowing more opportunities for the clients to complete their hours

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Brunswick County Restitution Program

in a timely manner.

Finally, this program seeks to provide positive behavior changes through interactions with our staff and volunteers. We encourage our participants to complete tasks, and they are given positive reinforcement. They are congratulated and thanked for jobs well done. On occasion clients are instructed to correct /repeat tasks if not completed to a satisfactory level. They are held to a standard of behavior during their time in our programs, and correction is applied when deemed necessary. Participants can view the achievements of their labors when they finish and observe their accomplishments, whether they worked in the garden, a fire house or a food pantry.

4. Measurable Objective(s): State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.

90% Clients will have no new adjudications for a complaint with an offense date after the admission date.

95% Clients will demonstrate accountability by actively participating in restitution/community service activities.

85% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

85% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.

90% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

85% Clients will have no new complaints with an offense date after the admission date.

90% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

5. Elevated Risks and Needs: Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.

The Brunswick County Restitution and Community Service Program serves youth that are at the low to medium risk level of re-offending by providing the juveniles an opportunity to be held accountable for their actions. The Program Staff and adult volunteers will work directly with the juveniles while they are completing their community service and/or restitution hour obligations. Staff and volunteers will provide education, guidance, support and encouragement with the goal being, improved behaviors at home, in school, as well as, in the community. The goal is to learn to make better decisions and choices.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Brunswick County Restitution Program

1. Location: *List physical address(es) and describe where program services are delivered.*

The facility is located on the west side of the Brunswick County Government Complex. The program manager's office is located within Building N, which houses NC Cooperative Extension staff and programs. The facility includes a Botanical garden, greenhouses, vegetable gardens, and plant propagation areas.

Off-site opportunities have been offered to program clients since 2014. These locations are determined based on identified needs in the community and where current clients reside (to reduce transportation issues for families). Off-site programs are most heavily run in Leland, Southport, Shallotte, and Ocean Isle, with new locations being sought by the off-site coordinator as needed, based on client geography.

2. Operation: Describe the daily/weekly schedule of program operation.

The Restitution and Community Service Program provides direct supervision of juvenile clients that are assigned to complete community service and/or restitution. The On-site program operates every Saturday (except for school/ county holiday weekends) during the hours of 8am-12pm in Bolivia.

Our Off-site program works at additional locations that are prearranged by our Off-site Coordinator. These can occur weekly throughout the year on Saturdays, and on days on which students are out of school. Staff and juveniles will convene at the alternate location to complete assigned tasks. The location will be determined ahead of time based on program needs. (Some of the locations involve assisting at a food pantry with stocking shelves, filling orders and placing food in bags, and carrying bags to clients' vehicles; cleaning fire houses, including the vehicles, kitchens, offices, bathrooms, service bays, etc.). This Off-site program does assist in accommodating clients' needs (geographic distribution, deadlines, etc.). and focuses on career skill building and community involvement.

Intake interviews occur when staff are available during the week, or on Saturdays when the participants report for their hours. Intakes are also conducted during the monthly Teen Court session, when staff members are present, and can conduct the intakes as soon as a youth is assigned restitution or community service by their jury. The Cooperative Extension building (located in Building N at the Government Complex) houses the staff members; this office is open Monday through Friday from 8:30 am to 5:00 pm and telephone messages and emails can be left for the staff to return calls at a later time. At this time, the Program Manager is primarily in the office Monday, and Thursday, from 8:30 am to 1:00 pm, and Saturdays from 7:30 to 1:00pm. It should be noted that these hours are somewhat flexible and are adjusted to accommodate scheduled meetings outside those times. All client calls are returned at the earliest available time.

3. Staff Positions: Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

The Restitution and Community Service Program has three part-time paid positions which are the Program Coordinator, the Program Youth Activities Director and Off-site Activities Director; along with contributions provided by volunteers through the Extension Master Gardener volunteer organization, and Program Manager/Extension Director.

The Program Manager/Extension Director (In-Kind). The Program Manager is responsible to: 1-Provide direct oversight of program operation & program staff; 2-Ensure the JCPC funded program adheres to operational procedures; 3-Maintain program effectiveness and staff participation in local JCPC related activities; 4-Cooperate with Department Area Consultant during monitoring and evaluation activities.

SECTION IV	COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT: Brunswick County Restitution Program

Program Coordinator. The Program Coordinator is responsible for working with referred juveniles directed to pay restitution to victims or earn community services hours. They are responsible for maintaining records in compliance with JCPC regarding the juveniles, including, but not limited to documenting participation in the program, reporting weekly activities to referring agencies, payment of restitution to victims, and documentation of case status to referring agency and parents/guardians. They attend all required meetings.

Program Youth Activity Director directly supervises the youths, assists in reports to both the referring agencies & parents.

Off-Site Activities Director. Their responsibilities will include coordinating and managing off-site locations, with direct supervision of youth. The off-site locations will be held throughout the county, to allow for variable activities, days/ hours for youth and families.

Program Activity Assistants: Extension Master Gardener Volunteers (EMGV) Staff (In-kind contribution): A team of volunteers trained in horticulture /construction. They assist staff w/ supervision of youth. These volunteers work on Saturdays during program hours. We average 3 volunteers each Saturday.

4. Service Type SPEP: Describe implementation to include:

Primary Service: Restitution / Community Service; Secondary Service: None

5. Admission Process: Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.

The timeline between the date of the referral and admissions into the program will not exceed 30 days. The referring agency will complete a NC DPS Juvenile Justice/JCPC Referral form in order to enroll the juvenile, and have them participate in the program. Referrals will be received from Juvenile Court Services, Teen Court or Peer Court, and law enforcement agencies. The program staff will review the referral and reply to the referring agency accepting said referral, within 15 business days. Contact will be made to the family within 10 days of receiving the referral. The purpose of this contact is to reach out to the family and encourage them to bring the youth in for the Intake interview and explain our program.

The Referral agencies whom we work with are familiar with our admissions criteria. The children in our program are traditionally between the ages of 7 and 18 and have been accused of committing an offence which would constitute a crime. They are currently residing in Brunswick County.

The intake interview will occur in Building N at the Brunswick County Government Complex on Saturday mornings (usually starting at 7:30am-7:45am) during scheduled weekends. In addition, Teen Court case Intakes can be completed at their scheduled Teen Court trial date.

6. Termination Process: Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.

The program staff, within 10 business days of a successful or unsuccessful termination, will submit a completed copy of the program's termination letter. The form provides : name of referring agency, the juveniles name, dates that juvenile worked, last date of contact, and reason for termination. An original copy is sent to the referring agency, and another

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Brunswick County Restitution Program

original mailed to the parent(s)/legal guardian(s). Copies of the termination notification will be placed in the juvenile's file.

The possible termination reasons are as follows:

1) Successful Completion: Indicates a high level of juvenile participation,

2) Satisfactory Completion: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not complete all the program activities and did not meet all behavior goals.

3) Unsuccessful Completion: Failure to meet the specific goals and requirements described in the participation agreement or make sufficient progress in the program.

4) Non-Compliance: Unexcused absences or refusing to participate in treatment activities. The referring agency will provide a written notification to program that instructs the Program Coordinator to terminate the case. In some cases, it is possible that the program staff members decides that they can no longer work with a juvenile, for discipline difficulties, or safety reasons, so referring agency will be notified of the decision to terminate the juvenile.

Examples of reasons for unsuccessful case terminations:

Criminal activity during program: vandalism, theft, misuse of county property, etc.

Continued defiance of directives from staff and volunteers

Repeated violations of rules;

Violations of safety rules

How is the referring agency involved with the termination process?

Each week a report is faxed to Juvenile Justice and Teen Court, both referring agencies, regarding client attendance for the week, noted case closings, and a brief discription of activities during the event. Contacts (phone calls or emails) are made to pertinent staff regarding their case referrals if incidents (good or bad) should occur during program.

Peer Court directors are called by staff, weekly being provided the pertinent information on their referred clients, whether they attended program that week or failed to appear.

Parents/guardians are mailed a termination form, and a copy sent to the referring agency, and a copy kept in the clients' closed files.

7. Referring Agency Interaction: Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.

The program coordinator is in contact continually, via email, and/or by telephone. On occasion, we do meet with Juvenile Justice staff in person. FYI: They are the 13th Judicial District.

Monthly, staff will interact with the Teen Court staff at JCPC meetings, and/or Teen Court. Weekly attendance reports are sent to Teen Court. If any concerns arise regarding a client during the week, staff will contact the Teen Court Director, at the earliest available day.

Peer Court staff are contacted via phone weekly, or by e-mail, as long as they have clients enrolled in our program. We will provide progress reports on their referrals' attendance, and behavior.

A 6-month program schedule is provided for all referring agencies, as well as with clients during their in-take. The schedule provides upcoming On-site opportunities for restitution/community service. Also, the name and phone contact 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

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Brunswick County Restitution Program

and time information for clients and their parent or guardian.

8. Intervention/Treatment: Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?

All program staff and volunteers are expected to confront and correct inappropriate behavior, to redirect it into positive outcomes during the work session. Juveniles are counseled on appropriate behavior and the impacts of their actions.

Notations are made on client's staff note sheet kept in their folder, to document successes as well as any problems/ incidents. Additionally, when clients are picked up at the end of the work session, the youth activities director addresses any problem(s) with the client's parent/guardian if deemed necessary. In some cases, a client may be sent home early and no credit will be given for that day. If incident is deem severe, staff will notify the referring agency representative via phone on the next business day.

If a problem is severe or continues, the program coordinator or activity director will contact the client's referring agency to discuss the client's behavior, and ask them to take further action.

9. Best Practice Model: Describe what model or evidence-supported/best practice the program is based upon.

The OJJDP Model Program guides suggest that Restorative justice is a theory of justice that emphasizes repairing the harm caused by criminal behavior. Practices and programs reflecting restorative purposes will respond to crime by 1) identifying and taking steps to repair harm, 2) involving all stakeholders, and 3) transforming the traditional relationship between communities and government in responding to crime. The goal of restorative justice is to bring together those most affected by the criminal act—the offender, the victim, and community members—in a nonadversarial process to encourage offender accountability and to meet the needs of the victims to repair the harms resulting from the crime (Bergseth and Bouffard 2007). There are several models of restorative justice: however, they all share common features, including an emphasis on community-based sanctions, a nonadversarial and informal process, and decision-making by consensus (Bergseth and Bouffard 2007).

While most approaches to juvenile justice concentrate on punishing or treating delinquent youths, the restorative justice process seeks to repair the harm by involving the entire community in rehabilitating offenders and holding them accountable for their behavior. In the traditional juvenile justice system, professionals ask questions such as what laws have been broken or what punishment does the offender deserve? Under the restorative justice model, questions are framed differently, asking: What is the nature of the harm resulting from the crime? What needs to be done to repair the harm? (National Center for Mental Health Promotion and Youth Violence 2009). By bringing together victims, offenders, families, and other key stakeholders in a variety of settings, restorative justice helps offenders understand the implications of their actions and provides an opportunity for them to become reconnected to the community.

From a restorative justice perspective, rehabilitation cannot be achieved until the offender acknowledges the harm caused to victims and communities and makes amends (Bazemore and Umbreit 1997). Therefore, restorative justice programs are generally voluntary in nature and require offenders, if they are to participate, to admit responsibility for the illegal act.

The Brunswick County Restitution and Community Service Program offers offenders the chance to repair the harm

SECTION IV	COMPONENT NARRATIVE (attach for each component)			
NAME OF COMPONENT:	Brunswick County Restitution Program			
they may have caused through positive work experiences in a horticultural setting, or in a not-for-profit community program, and given an opportunity to connect with adult role models in the program to begin reconnecting with their community.				

SECTION V

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS*), and **Brunswick** County, (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the JCPC*) and **Brunswick County Cooperative Extension Office** (*hereinafter referred to as the Sponsoring Agency*).

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective Jul 1, 2020 and shall terminate Jun 30, 2021.

Payment to Sponsoring Agency

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 \$63125 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

Availability of Funds:

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.

Responsibilities of the Parties

DPS shall:

- 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;
- 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;
- 3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
- 4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
- 5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
- 6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and
- 7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

- 2. Comply with all Federal and State laws relating to equal employment opportunity;
- 3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of 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. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the JCPC Program Agreement, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
- Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in 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 NCAC 11B, 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 a 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;

- 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 NCAC 11B; 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 9. Fiscal Accounting and Budgeting: Final Accounting Process

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 whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency 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'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

Brunsv	vick County Restitution and Community Service Program	Fiscal Year	FY 20-21
ltem #	Justification	Expense	In Kind Expense
120	Part time staff: Program Coordinator, On-site Activities Director, Off-site Activities Director	\$40,838	
120	In-Kind contribution by Master Gardener volunteers at \$24.19 per hr, 5 hr per week for 46 weeks(avg. 3 volun./wk)		\$16,69 ⁻
120	In-Kind Contribution - Management, Administration, Support Services by NCCE		\$6,000
180	FICA 7.65% x \$4038 (total salary)	\$3,124	
220	Midday sustenance for the clients (Saturday events, and Off- site programs,)\$24/wk	\$1,248	
240	Construction and repairs on the facility(Repairs to greenhouse/ hoophouse, exclusion fence, and 3 existing tool sheds/potting house)	\$2,562	
290	Other supplies and materials (misc. gardening/building supples)	\$5,532	
310	Mileage reimbursements for Offsite Activity Director @County Travel rate @.58/mile	\$779	
350	Repairs and maintenance on variety of garden and construction power equipment /tools(repair or maintenance)	\$1,200	
390	Restitution Bank at \$7.50 /hour	\$7,050	
390	Training Expenses for staff (10 hrs training, 3 registration, travel costs)	\$587	
450	Medical insurance for clients(minimum. Liability insurance is furnished by Brunswick County	\$165	
490	Annual NCACRP membership	\$40	
	TOTAL	\$63,125	\$22,69 [,]

Job Title	Annual Expense Wages	Annual In Kind Wages
In-Kind Extension Staff - Management, Finance, Program Delivery		\$6,000
Part Time Staff: Program Coordinator(900 hours @\$18.75/hr), On-Site Activities Director(525 hours @\$17.75 /hr), Off-Site Activities Director(825 hours @\$17.75 /hr)	\$40,838	
In-Kind contribution by Master Gardener volunteers at \$24.19 per hour		\$16,691
TOTAL	\$40,838	\$22,691

SECTION VII

Program: Brunswick County Restitution and Community Service Program

Fiscal Year: FY 20-21	Number of Months: 12						
	Cash	In Kind	Total				
I. Personnel Services	\$43,962	\$22,691	\$66,653				
120 Salaries & Wages	\$40,838	\$22,691	\$63,529				
180 Fringe Benefits	\$3,124		\$3,124				
190 Professional Services*			\$0				
*Contracts MUST be attached							
II. Supplies & Materials	\$9,342		\$9,342				
210 Household & Cleaning			\$0				
220 Food & Provisions	\$1,248		\$1,248				
230 Education & Medical			\$0				
240 Construction & Repair	\$2,562		\$2,562				
250 Vehicle Supplies & Materials			\$0				
260 Office Supplies and Materials			\$0				
280 Heating & Utility Supplies			\$0				
290 Other Supplies and Materials	\$5,532		\$5,532				
III. Current Obligations & Services	\$9,616		\$9,616				
310 Travel & Transportation	\$779		\$779				
320 Communications			\$0				
330 Utilities			\$0				
340 Printing & Binding			\$0				
– 350 Repairs & Maintenance	\$1,200		\$1,200				
370 Advertising			\$0				
380 Data Processing			\$0				
390 Other Services	\$7,637		\$7,637				
IV. Fixed Charges & Other Expenses	\$205		\$205				
410 Rental or Real Property	+=++		\$0				
430 Equipment Rental			\$0				
440 Service and Maint. Contracts			\$0				
450 Insurance & Bonding	\$165		\$165				
490 Other Fixed Charges	\$40		\$103				
 V. Capital Outlay			\$0				
[This Section Requires Cash Match]							
510 Office Furniture & Equipment			\$0				
530 Educational Equipment			\$0				
540 Motor Vehicle			\$0				
– 550 Other Equipment			\$0				
580 Buildings, Structure & Improv.			\$0				

SECTIC	N VIII S	OURCES OF PROGRAM REVENUE (ALL	SOURCES)
FY 20-21 Brunswick	County Funding ID: 51	0-XXXX	
	Brunswick County Coop munity Service Program	perative Extension Office Program: Brunswick	County
\$63,125	DPS/JCPC Funds	* This is the amount approved in your application	
20%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%	6?
	County Cash		(Specify Source)
	Local Cash		(Specify Source)
	Local Cash		(Specify Source)
\$16691	Local In-Kind 1	Extension Master Gardener Volunteer hours at latest Independent Sector rate	(Specify Source)
\$6000	Local In-Kind 2	Cooperative Extension staff - management, administration, program delivery	(Specify Source)
	Other		(Specify Source)
\$85,816	TOTAL	\$12,625	\$22,691
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety

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

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

Chair, Juvenile Crime Prevention Council

Program Manager

Form JCPC/PA 001 JCPC Program Agreement Form structure last revised 12/31/2012 Department of Public Safety

Date

Date

Date

Date



SECTION I A		SPONSORING AGENCY AND PROGRAM INFORMATION						
FUNDING PERIOD:	FY 20-21	FY 20-21			DPS/JCPC FUNDING # (cont only) 510-XXX			
COUNTY:	Brunswic	:k				AREA:	Central Area	
Multi-County:	No				Multi-Con	nponents	No	
NAME OF PROGRAM:			Guiding Good (STEP)	Choices	(GGC) & Sys	stematic T	raining for Eff	ective Parenting
	05101	Quantal						
SPONSORING A	GENCY:	Coastal	Horizons Cen	ter, Inc.				
SPONSORING A	GENCY	615 Shi	oyard Blvd.					
PHYSICAL AD	DRESS:	Wilming	ton	Ν	IC		28412	
SPONSORING A	GENCY	615 Shi	oyard Blvd.					
MAILING AD	DRESS:	Wilming	ton	Ν	IC		28412	
	TYPE:	Non-Pro	fit			FE	DERAL ID #	56-0950370

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	Parent/Family Skill Building	\$ 56,798
		Total cost of components:	\$ 56,798

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

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

Contact Person (if different from program manager)

Name:	Erin Ditta			Title	Prevention Co	ordinator	_	
Mailing	615 Shipyard Blvd.							
Address:				City	Wilmington		Zip:	28412
Phone:	(910) 202-0840	Fax:	(910) 202-0843		E-mail:	editta@coasta	lhorizor	ns.org

Program Fiscal Officer (cannot be program manager)

Name:	Jenifer Burns			Title:	Controller			
Mailing	615 Shipyard Blvd.							
Address:				City:	Wilmington		Zip:	28412
Phone:	(910) 343-0145	Fax:	(910) 790-0189		E-mail: j	jburns@coasta	alhorizo	ns.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
28680	 NAME OF COMPONENT: Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP) BRIEF DESCRIPTION: Guiding Good Choices (GGC) is a program that provides parents skills to strengthen and clarify family expectations for behavior, enhance the conditions that promote bonding within the family, and teach skills that allow children to resist drug use successfully. Systematic Training for Effective Parenting (STEP) is an evidence-based skills training for parents on how to handle misbehavior, discouragement, discipline, and the problems that face every parent-teen relationship.

SECTION II COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Serv	ice Statistics	PROGRAM CON	IPONENT INFOR	RMATION - APPLIC	CATION YEAR		
Component Name: Guiding Good Choice		hoices (GGC) & System	s (GGC) & Systematic Training for Effective Parenting (STEP)			Component ID #	
						2	28680
What is this com	ponent's maximum o	client capacity at any g	iven time?				14
Frequency of cli	ent contact per month	4		Anticipated Average Length of Stay:		56	Days
Total Component Cost:		: \$56,798	÷ by	Estimated # to be served during funding period: 36		od: 36	
		Estimated Average	Cost Per Youth:	\$1,578			
		Actual n	Actual number of youth admitted FY 18-19:			13	
Applies to continuation programs only.	2	Number of ad	Number of admissions Juvenile Justice Referred 15.38%			38% of total admissions	
	0	Number of adm	Number of admissions Law Enforcement Referred 0% c		of total admissions		
	0	Number of admissions District Court Referred 0% c			of total admissions		

SECTION III	COMPONENT SUMMARY	
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	

1. Statement of the Problem: In concise terminology, describe how the program will address continuum need(s) in the county.

The Brunswick County JCPC has listed the following as priorities to address: Youth association with other delinquent peers, Moderate to serious behavioral problems at school resulting in poor school attendance, excessive in-school and /or out of school suspension, parent/guardian supervision skills are reported as marginal, and family members with criminal history.

Guiding Good Choices (GGC) is a science-based, proven-effective ATOD-prevention program that gives parents the skills they need to ensure the future well-being of their children. It seeks to strengthen and clarify family expectations for behavior, managing family conflict and enhance the conditions that promote family bonding within the family. Sessions are interactive and skill based.

Systematic Training for Effective Parenting (STEP) is an evidence-based program which provides skills training for parents dealing with frequently encountered challenges with their children. STEP emphasizes how to handle misbehavior, discouragement, discipline, and the problems that face every parent-teen relationship. It also confronts today's more complex issues of drug use, sex, gangs, and depression. STEP promotes a more participatory family structure by fostering responsibility, independence, and competence in children; improving communication between parents and children; and helping children learn from the natural and logical consequences of their own choices. The lessons focus on how to understand child behavior and misbehavior, practice positive listening, give encouragement (rather than praise), explore alternative parenting behaviors and express ideas and feelings, develop their child's responsibilities, apply natural and logical consequences, convene family meetings, and develop their child's confidence. Parents engage in role-plays, exercises, discussions of hypothetical parenting situations, and the sharing of personal experiences.

Following the completion of the GGC/STEP program, the families (youth & parent) will participate in a three (3) hour family day filled with experiential activities designed to increase the cooperation of all family members through communication and problem solving activities. These activities help parents and youth empathize with each other and have fun together. A family meal will also be provided with discussion on the importance of eating together as a family. Per the National Center on Addiction and Substance Abuse at Columbia University, surveys have consistently found that the more often children have dinners with their parents, the less likely they are to smoke, drink or use drugs, and that parental engagement fostered around the dinner table is one of the most potent tools to help parents raise healthy, drug-free children.

Families needing additional services will be referred to appropriate programs.

2. Target Population: Describe the target population, including age, and the steps taken to insure that the target population is served.

Guiding Good Choices (GGC) is for parents of children ages 9-14. Systematic Training for Effective Parenting (STEP) targets the parents of youth 12-17 years of age.

Following the completion of the parent program the youth & parent will attend a 3 hour Experiential Family Day together.

SECTION III	SECTION III COMPONENT SUMMARY			
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)			
Families will be referred by: Brunswick County Department of Juvenile Justice and Delinquency Prevention School Resource Officer/ In School Suspension Department of Social Services Any additional community partner with troubled youth Parent's self-referral				
3. Program Goal(s): Provide a brief statement to describe the overall purpose of the program.				
GGC is based on research that shows that consistent, positive parental involvement is important to helping children resist substance use and antisocial behaviors. The sessions are interactive and skill based, with opportunities for parents to practice new skills and receive feedback, and use video-based vignettes to demonstrate parenting skills. Families also receive a family guide containing family activities, discussion topics, skill-building exercises, and information on positive parenting.				
The goals of Guiding Good Choices (GGC) are: •Preventing drug use within the family •Setting guidelines and developing healthy beliefs and clear standards •Avoiding Trouble •Managing conflict-how to control and express anger constructively •Involving everyone and strengthen family bonds				
STEP is rooted in Adlerian psychology and promotes a more participatory family structure by fostering responsibility, independence, and competence in children; improving communication between parents and children; and helping children learn from the natural and logical consequences of their own choices. STEP teaches lessons on how to understand child behavior and misbehavior, practice positive listening, give encouragement (rather than praise), explore alternative parenting behaviors and express ideas and feelings, develop their child's responsibilities, apply natural and logical consequences, convene family meetings, and develop their child's confidence. Parents engage in role-plays, exercises, discussions of hypothetical parenting situations, and the sharing of personal experiences.				
The goals of Systematic Training for Effective Parenting (STEP) are: •Increased encouragement skills •Increased skill in communication •Increased skill in cooperation (parental and child) •Increased skill in discipline •Increased skill in choosing parenting approach •Increase child self-esteem and confidence				
•Decreased inappropriate parental behaviors in disciplining children and teens The family day is filled with experiential activities designed to increase the cooperation of all family members through communication and problem solving activities. These activities help parents and youth empathize with each other and have fun together. A family meal will also be provided with discussion on the importance of eating together as a family. Per the National Center on Addiction and Substance Abuse at Columbia University, surveys have consistently found				

that the more often children have dinners with their parents, the less likely they are to smoke, drink or use drugs, and that parental engagement fostered around the dinner table is one of the most potent tools to help parents raise healthy,

SECTION III	COMPONENT SUMMARY	
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	

drug-free children.

4. Measurable Objective(s): State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.

70% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

70% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

70% Clients and families will demonstrate enhanced family functioning as a result of program services.

70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

70% Clients will demonstrate improvement in targeted skills identified in the individual service plan.

70% Parents and/or families will actively participate in skill building activities as intended by the program design/ service plan.

70% Clients will have no new complaints with an offense date after the admission date.

70% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.

70% Clients will have no new adjudications for a complaint with an offense date after the admission date.

5. Elevated Risks and Needs: Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.

The Brunswick County JCPC has listed the following as priorities to address: Youth association with other delinquent peers, moderate to serious behavioral problems at school resulting in poor school attendance, excessive in-school and/ or our of school suspension, parent/guardian supervision skills are reported as marginal, and family members with criminal history.

The Department of Juvenile Justice Court Counselors, Department of Social Services and Brunswick County School personnel listed priorities of services for parents/guardians and non-custodial parents of youth 9-17 years of age. There are no current services in the area that meet this reach.

Guiding Good Choices (GGC) is an evidence-based program that provides parents of children in grades 4 through 8 (9 to 14 years old) with the knowledge and skills to guide their children through early adolescence. It seeks to strengthen and clarify family expectations for behavior, enhance the conditions that promote family bonding within the family, and teach skills that allow children to resist drug use successfully.

GGC takes place as a 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.

Systematic Training for Effective Parenting (STEP) is an evidence-based program for parents of teens, which provides skills training for parents dealing with frequently encountered challenges with their children. STEP emphasizes how to handle misbehavior, discouragement, discipline, and the problems that face every parent-teen relationship. It also

SECTION III	COMPONENT SUMMARY	
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	

confronts today's more complex issues of drug use, sex, gangs, and depression.

STEP is presented in a group format, with optimal group sizes ranging from 6 to 14 parents. The parents will be guided through 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.

The Family Day experience will provide experiential activities for the family to take initiative, make decisions, and be accountable for the results. The families will have the opportunity to engage intellectually, creatively, emotionally, socially or physically. This learning experience will provide the opportunity to learn from natural consequences, mistakes, and successes. Parents and youth will have the opportunity to reflect on the experiences through a positive environment to increase knowledge, develop skills, and clarify values.

SECTION IV	COMPONENT NARRATIVE (attach for each component)			
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)			
1. Location: List physical address(es) and describe where program services are delivered.				
Office:				
Coastal Horizons				
Prevention Services				
330 Shipyard Blvd., Ste B				
Wilmington, NC 28412				
Program:				
Brunswick County School				
Family Day:				
Lockwood Folly Park				
430 Green Swamp Rd NW				
Supply, NC 28462				
2. Operation: Describe the daily/weekly schedule of program operation.				

GGC will be conducted once a week for six consecutive weeks, during the duration of the program. Sessions will begin at 6:00 pm, each 2 hours in length.

STEP will be conducted once a week for eight consecutive weeks, during the duration of the program. Sessions will begin at 6:00 pm, each 1.5 hour in length.

Offering two program models will ensure the needs of the community are met and the appropriate program will be offered based on the referrals received.

Programs will be held at the location listed previously. The facilities will include audio equipment, meeting rooms and tables and chairs. Drinks and light snacks will be provided to the parents.

Following the completion of the GGC/STEP program, the families (youth & parent) will participate in a three (3) hour Family Day filled with experiential activities designed to increase the cooperation of all family members through communication and problem solving activities. These programs help parents and youth empathize with each other and have fun together. A family meal will also be provided with discussion on the importance of eating together as a family.

3. Staff Positions: Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

Erin Ditta, CSAPC, Prevention Coordinator has worked with Coastal Horizons Center for 16 years. Erin is a Certified Substance Abuse Prevention Consultant through the NC Substance Abuse Professional Practice Board. Erin is trained and has facilitated multiple evidence-based programs. Erin will be responsible for supervising and assisting in the organization of the program, assist with coordination and implementation of the program and overseeing the grant requirements.

Deeanna Hale-Holland, MA, CSAPC, Prevention Director has worked with Coastal Horizons Center for over 30 years. Deeanna is a Certified Substance Abuse Prevention Consultant through the NC Substance Abuse Professional

SECTION IV	COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)	

Practice Board. Deeanna is trained and has facilitated multiple evidence-based programs. Deeanna will assist with the supervision of the program and overseeing the grant requirements.

John Dail has worked with Coastal Horizons Center for more than 32 years. John is a Certified Substance Abuse Counselor. His role with the program will be to facilitate the GGC/STEP programs.

Meredith Ross, CSAPC< Prevention Coordinator has worked with Coastal Horizons for 18 years. Meredith is a Certified Substance Abuse Prevention Consultant through the NC Substance Abuse Professional Practice Board. Meredith is trained in the STEP curriculum and has facilitated multiple evidence-based programs. Meredith will assist with the supervision of the facilitation staff, John Dail.

Part-time prevention specialist to assist with program logistics and paperwork.

Child Care professional to provide onsite child care.

4. Service Type SPEP: Describe implementation to include:

Primary Service: Social Skills Training; Secondary Service: None Evidence-Based Program Name: Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP) Target Weeks: 6; Target Hours: 10

5. Admission Process: Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.

Referral sources include, but are not limited to Brunswick County Department of Juvenile Justice, Department of Social Services, Schools, Sheriffs Department and parent/guardian.

Admission to the program is open to any family residing in Brunswick County with youth ages 9-17. Guiding Good Choices is for any parent/guardian of a youth age 9-14 and Systematic Training for Effective Parenting is for any parent /guardian with youth 12-17 years of age.

If the referred youth is 9-11, the parent/guardian will be admitted to the Guiding Good Choices program. If the referred youth is 15-17 the parent/guardian will be admitted to Systematic Training for Effective Parenting. If the youth referred is 12-14 the parent/guardian will be admitted to Guiding Good Choices or Systematic Training for Effective Parenting, depending on the program facilitation cycle.

The only limiting factor for program referral is the age of the identified youth; identified youth must be 9-17 years of age.

Referral agents will complete the Universal JCPC Referral form and 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

SECTION IV	COMPONENT NARRATIVE (attach for each component)		
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)		

completion of the program: a monthly progress report is completed for all participants and submitted to the referring

completion of the program; a monthly progress report is completed for all participants and submitted to the referring agent until program completion.

6. Termination Process: Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.

The program includes the curriculum sessions and Family Day.

Successful termination is when the participant completes all program activities of the GGC/STEP program.

Satisfactory termination will occur if the participant misses one or fewer program activities of GGC or two or fewer program activities of STEP.

Unsatisfactory completion will occur when the participant misses two or more program activities of the GGC program and three or more program activities of the STEP program.

Additional reasons for unsatisfactory completion will include, but not be limited to; withdraw by referral agent, family relocation, consistent disruption of program, threat to staff or other participants.

Participants will receive a certificate of accomplishment at graduation. Within one month of completion, a phone call will be made to the parent and referral agent to follow up.

How is the referring agency involved with the termination process?

Referring agencies will be notified of client compliance or non-compliance throughout the program and receive a letter of termination at the completion of the program.

7. Referring Agency Interaction: Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.

The GGC/STEP staff will regularly inform the referring agencies and community partners of upcoming sessions through emails, flyers, community meetings, etc.

The GGC/STEP staff will regularly inform the referring agency of the participant's attendance, progress, and completion of the program. Referral agents will receive a letter of client acceptance to the program and a letter of client termination.

Prevention staff will maintain regular contact with court counselors, case managers or school personnel. Parents are encouraged to contact the program for follow-up discussions as needed. Referrals come through the Juvenile Court Counselors, DSS case managers, School Principals/Counselors/SROs and other community partners and parent self-referral.

8. Intervention/Treatment: Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?

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

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

opportunities for parents to practice new skills and receive feedback, and use video-based vignettes to demonstrate parenting skills. Families also receive a family guide containing family activities, discussion topics, skill-building exercises, and information on positive parenting.

GGC takes place as a 10-hour parent participation program consisting of five, 2-hour workshops. Workshops are held one evening each week for five weeks and use workbook and video-based discussion models.

From the NREPP/SAMHSA website

https://nrepp.samhsa.gov/Legacy/ViewIntervention.aspx?id=302

From the Guiding Good Choices website:

https://www.channing-bete.com/prevention-programs/guiding-good-choices/guiding-good-choices.html

Systematic Training for Effective Parenting (STEP) provides skills training for parents dealing with frequently encountered challenges with their children that often result from autocratic parenting styles. STEP is rooted in Adlerian psychology and promotes a more participatory family structure by fostering responsibility, independence, and competence in children; improving communication between parents and children; and helping children learn from the natural and logical consequences of their own choices.

STEP is presented in a group format, with optimal group sizes ranging from 6 to 14 parents. The program is typically taught in 7 weekly, 1.5-hour study groups facilitated by a counselor, social worker, or individual who has participated in a STEP workshop. Using the STEP multimedia kit (including the Leader's Resource Guide, Parent's Handbook, DVDs, and an 11-point drug prevention educational component), the leader teaches lessons to parents on how to understand child behavior and misbehavior, practice positive listening, give encouragement (rather than praise), explore alternative parenting behaviors and express ideas and feelings, develop their child's responsibilities, apply natural and logical consequences, convene family meetings, and develop their child's confidence. Parents engage in role-plays, exercises, discussions of hypothetical parenting situations, and the sharing of personal experiences. Videos demonstrate the concepts covered each week with examples of ineffective and effective parent-child interactions.

From the NREPP/SAMHSA website https://nrepp.samhsa.gov/ProgramProfile.aspx?id=1263

Offering two program models will ensure the needs of the community are met and the appropriate program will be offered based on the referrals received.

From the STEP Publishers website http://www.steppublishers.com/products/stepteen-kit

GGC & STEP are not intended for therapy or treatment services, the programs are appropriate for families who could benefit from an educational program.

9. Best Practice Model: Describe what model or evidence-supported/best practice the program is based upon.

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

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

based, with opportunities for parents to practice new skills and receive feedback, and use video-based vignettes to demonstrate parenting skills. Families also receive a family guide containing family activities, discussion topics, skill-building exercises, and information on positive parenting.

Systematic Training for Effective Parenting (STEP) provides skills training for parents dealing with frequently encountered challenges with their children that often result from autocratic parenting styles. STEP is rooted in Adlerian psychology and promotes a more participatory family structure by fostering responsibility, independence, and competence in children; improving communication between parents and children; and helping children learn from the natural and logical consequences of their own choices. Although STEP was designed for use with parents facing typical parenting challenges, all the studies reviewed for this summary targeted families with an abusive parent, families at risk for parenting problems and child maltreatment, or families with a child receiving mental health treatment.

SECTION V

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS*), and **Brunswick** County, (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the JCPC*) and **Coastal Horizons Center, Inc.** (*hereinafter referred to as the Sponsoring Agency*).

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective Jul 1, 2020 and shall terminate Jun 30, 2021.

Payment to Sponsoring Agency

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 \$47289 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

Availability of Funds:

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.

Responsibilities of the Parties

DPS shall:

- 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;
- 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;
- 3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
- 4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
- 5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
- 6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and
- 7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

- 2. Comply with all Federal and State laws relating to equal employment opportunity;
- 3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of 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. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the JCPC Program Agreement, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
- Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in 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 NCAC 11B, 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 a 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;

- 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 NCAC 11B; 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 9. Fiscal Accounting and Budgeting: Final Accounting Process

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 whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency 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'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

Guiding Good Choices (GGC) & Systematic Training for Effective Fiscal Year Parenting (STEP)			FY 20-21
Item #	Justification	Expense	In Kind Expense
120	(Deeanna-\$33.83/per hr x 24 hours = \$811.92)		\$81
120	(John- \$27.01/per hr x 377 hours = \$10182.77) + (Erin - \$22.90/ per hr x 315 hours = \$7213.5)	\$17,396	
120	Part time staff \$12 hour x 215 hrs	\$2,580	
180	Total Benefits (FICA, Group Insurance, Retirement, Unemployment, Workers Comp, Vacation)Full Time Salary (\$811.92 Deeanna) x 27.9%		\$2
180	Total Benefits (FICA, Group Insurance, Retirement, Unemployment, Workers Comp, Vacation) Full time Salary (\$17396.27 Erin, John x 27.9%) + Part time Salary(\$2580 x 15 %)	\$5,241	
220	meals and refreshments \$75/session x 6 sessions x 6 cycles	\$2,700	
230	Participant incentive gas cards @ (\$30 x 36 participants) + (\$25 gift bags x 36 participants)	\$1,980	
230	participant manuals (30-English/Spanish) @ \$16.99 each (- group discount of \$40) + @ \$30.30 shipping	\$500	
250	5180 Automobile expense (agency vehicle use- travel to programs/meetings)	\$285	
310	5800 Travel-mileage (personal vehicle use mileage reimbursement- travel to programs/meetings)	\$250	
320	5740 Telephone Fair share portion (programs assigned costs)	\$387	
370	5120-Advertising Expense Fair share portion (programs assigned costs)	\$9	
390	Contracted Services Other- (\$750/per Experiential Family Days x 6 Days)	\$4,500	
390	5160-Audit Expense Fair share portion (programs assigned costs)	\$81	
390	5100-Administration charges Fair share portion (programs assigned costs)	\$2,670	
390	5320-Contracted Services Other- Onsite Childcare professional (\$13/per hr x 36 sessions x 4 hours)	\$2,450	
390	Client transportation assistance @ \$2.50/per mile -Agreed rate with Royal Cab	\$2,250	
410	5680-Rent Fair share portion (programs assigned costs)	\$1,971	
410	School rental for program use - waived and discounted fees - in kind formula provided by Brunswick County Schools		\$8,4

410	School rental for program use (\$30 x 6 sessions x 3 cycles) + (\$30 x 8 sessions x 3 cycles) + (\$25 x 6 sessions-park rental)	\$1,410	
450	5500-Insurance Prop/Liab 5510-Insurance-Vehicle Fair share portion (programs assigned costs)	\$629	
TOTAL		\$47,289	\$9,509

Job Title	Annual Expense Wages	Annual In Kind Wages		
Part time Prevention specialist	\$2,580			
John Dail, Prevention Specialist, Facilitate Program	\$10,183			
Erin Ditta, Prevention Coordinator, Coordinate, Facilitate, & Supervise Program	\$7,213			
Deeanna Hale-Holland, Prevention Director, Program & Staff Supervision		\$812		
TOTAL	\$19,976	\$812		

SECTION VII

Program: Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)

Fiscal Year: FY 20-21		Number of Months: 12			
	Cash	In Kind	Total		
I. Personnel Services	\$25,217	\$1,039	\$26,250		
120 Salaries & Wages	\$19,976	\$812	\$20,788		
180 Fringe Benefits	\$5,241	\$227	\$5,468		
190 Professional Services*			\$0		
*Contracts MUST be attached					
II. Supplies & Materials	\$5,465		\$5,465		
210 Household & Cleaning			\$0		
220 Food & Provisions	\$2,700		\$2,700		
230 Education & Medical	\$2,480		\$2,480		
240 Construction & Repair			\$0		
250 Vehicle Supplies & Materials	\$285		\$285		
260 Office Supplies and Materials			\$0		
280 Heating & Utility Supplies			\$0		
290 Other Supplies and Materials			\$0		
III. Current Obligations & Services	\$12,597		\$12,597		
310 Travel & Transportation	\$250		\$250		
320 Communications	\$387		\$387		
330 Utilities			\$0		
			\$0		
350 Repairs & Maintenance			\$0		
370 Advertising	\$9		\$9		
 380 Data Processing	_		\$0		
390 Other Services	\$11,951		\$11,951		
IV. Fixed Charges & Other Expenses	\$4,010	\$8,470	\$12,480		
410 Rental or Real Property	\$3,381	\$8,470	\$11,851		
430 Equipment Rental			\$0		
440 Service and Maint. Contracts			\$0		
450 Insurance & Bonding	\$629		\$629		
490 Other Fixed Charges			\$0		
V. Capital Outlay			\$0		
[This Section Requires Cash Match]					
510 Office Furniture & Equipment			\$0		
530 Educational Equipment			\$0		
540 Motor Vehicle			\$0		
550 Other Equipment			\$0		
580 Buildings, Structure & Improv.			\$0		

SECTIO		SO	OURCES OF PROGRAM REVENUE (ALL SOURCES)					
FY 20-21 Brunswick County Funding ID: 510-XXXX								
Sponsoring Agency: Coastal Horizons Center, Inc. Program: Guiding Good Choices (GGC) & Systematic Training for Effective Parenting (STEP)								
\$47,289	DPS/JCPC Funds		* This is the amount approved in your application					
20%	Local Match Rate		Is the Local Match Rate 10%, 20% or 30%?	,				
	County Cash			(Specify Source)				
	Local Cash			(Specify Source)				
	Local Cash			(Specify Source)				
\$9,509	Local In-Kind		In kind donated to Coastal Horizons Center (Program facility use)	(Specify Source)				
	Other	•		(Specify Source)				
	Other			(Specify Source)				
	Other	•		(Specify Source)				
	Other			(Specify Source)				
\$56,798	TOTAL		\$9,458	\$9,509				
		•	Required Local Match	Match Provided				

Authorizing Official, Department of Public Safety

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

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

Chair, Juvenile Crime Prevention Council

Program Manager

Date

Date

Date

Date



SECTIO	NIA		SPONSORING AGENCY AND PROGRAM INFORMATION									
FUNDING P	ERIO	D: FY 20-21	: FY 20-21			DPS/JCPC FUNDING # (cont only) 510-XXXX						
C	COUNTY: Brunswick				AREA: Central Area							
Multi-County: No				Multi-Co	ompo	nents No						
NAME OF PROGRAM: Providence Home												
SPONSO	G AGENCY:	ne Family Emergency Teen Shelter, Inc.										
SPONSORING AGENCY		5310 Dosher Cutoff SE										
PHYSICAL ADDRESS:		Southport			NC 28461							
SPONSO	ORING	G AGENCY	5310 D	5310 Dosher Cutoff SE								
MAI	LING	ADDRESS:			NC			28461				
		TYPE	Non-Pro					FEDERAL ID # 56-19			37	
										10000		
COMPONENT ID # NAME OF PROG			OF PROGR	RAM COMPON	ENT		PROG	RAM TYPE			L COST OF COMPONENT	
28583 Providence Home				Temporary Shelter Care					\$ 73,057			
						Total cost of components:				\$ 73,057		
Program Manag	aer Na	me & Address	(sam	e person on sig	nature pad	ne)						
		n Mortley					Title:	tle: Executive Director				
Mailing	5310 [Dosher Cutoff S	E			City: Southport						
Address:									Zip:	28461		
Phone:	(910) 4	457-0440		Fax:	(910) 457-	9334		E-mail:	providenceho	me@biz	ec.rr.com	
Contact Persor	n (if different from	program n	nanager)								
Name:	Warre	n Mortley					Title:	Executive Dire	ector			
Mailing	5310 [5310 Dosher Cutoff SE										
Address:						City		Southport		· ·	28461	
Phone:	(910) 4	457-0440	7-0440 Fax: (910) 45			9334		E-mail:	E-mail: providencehome@bizec.rr.com			
Program Fiscal Officer (cannot be program manager)												
Name:	Merry	/ MacBarb					Title:	Treasurer	surer			
Mailing 531		Dosher Cutoff S	E									
Address:							City:	Southport		-	28461	
Phone:	(910) 4	457-0440		Fax:				E-mail: providencehome@bizec.rr.com			ec.rr.com	

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
28583	NAME OF COMPONENT: Providence Home BRIEF DESCRIPTION: Brunswick County Providence Home is a temporary shelter for youth ages 10-17 which provides group home care and counseling services for a maximum of 90 days for juveniles who, due to an emergency, high-risk or crisis situation cannot remain with their families.

COMPONENT STATISTICAL INFORMATION

Multi-Components No

SECTION II

Component Servi	ice Statistics	PROGRAM CON	IPONENT INFOR	RMATION - APPLIC	CATION YEAR			
Component Name	e: Providence Hom	e				Com	ponent ID #	
						2	28583	
What is this comp	oonent's maximum c	lient capacity at any g	iven time?				6	
Frequency of clie	ent contact per month	72		Anticipated Av	30	Days		
Т	otal Component Cost	\$73,057	÷ by	Estimated # to	g funding peri	funding period: 20		
		Estimated Average	Cost Per Youth:	\$3,653				
		Actual n	umber of youth a	dmitted FY 18-19:		21		
Applies to	8	Number of ad	Number of admissions Juvenile Justice Referred 38.1			38.1% of total admissions		
continuation programs only.	0	Number of adm	nissions Law Enfo	prcement Referred	0% c	of total adm	issions	
Γ	0	Number of	Number of admissions District Court Referred 0% of				0% of total admissions	

SECTION III	COMPONENT SUMMARY

NAME OF COMPONENT: Providence Home

1. Statement of the Problem: In concise terminology, describe how the program will address continuum need(s) in the county.

Brunswick County youth continue to face a number of risk factors including: Associating with other 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.

2. Target Population: Describe the target population, including age, and the steps taken to insure that the target population is served.

Youth, between the ages of 10 to 17, who are court-involved or at-risk of becoming court-involved.

3. Program Goal(s): Provide a brief statement to describe the overall purpose of the program.

The mission of Providence Home is to provide safe shelter, care and guidance to all residents for up to a maximum of 90 days.

4. Measurable Objective(s): State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.

90% Clients will participate in shelter care activities as indicated by the service plan.

90% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

100% Clients will receive short term care with transition planning.

90% Clients will receive crisis interventions/strategies as intended by the program design/service plan.

90% Parents/legal guardians will participate with service planning as required by licensure.

5. Elevated Risks and Needs: Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.

Providence Home will address the Elevated Risk and Needs of adjudicated youth by:

Providing a respectful, stable and structured environment that fosters the development of pro-social peer relationships under the supervision of positive adult role models and with the guidance of Licensed Professional Mental Health Counselor on staff.

Providing counseling for all residents three (3) times a week and conducting biweekly Plan of Care meetings with 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.

Providing all residents 24 hour supervision by trained adult staff.

Providing academic support for each resident through the monitoring and assisting with homework assignments and maintaining close contact with teachers and guidance counselors. Providence Home will also address truancy issues

SECTION III	COMPONENT SUMMARY							
NAME OF COMPONENT:	Providence Home							
by ensuring that residents catch the school bus on time and make arrangements with school officials to be informed of any absences.								

COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT: Providence Home

1. Location: *List physical address(es) and describe where program services are delivered.*

5310 Dosher Cutoff SE, Southport, NC 28461 Program services are delivered at the above address.

2. Operation: Describe the daily/weekly schedule of program operation.

Providence Home operates 24 hours a day, 365 days a year.

3. Staff Positions: Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

Executive Director has 20 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 16 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.

Office Assistant has Associates Degree and 40 years office administrative experience

4. Service Type SPEP: Describe implementation to include:

This program is a STRUCTURE ONLY.

5. Admission Process: Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.

For admission, the youth must meet the following Admission criteria:

- 1. Parents/Legal Guardian and child must be a resident of Brunswick County, NC.
- 2. Child must be between the ages of ten (10) and seventeen (17).
- 3. Child must not be known to be a danger to himself/herself or others, or in need of therapeutic care.
- 4. Child must not be known to be addicted to illegal drugs, or in need of treatment for the same.
- 5. Child must be eligible and attend public school daily.
- 6. Parents/Legal Guardian must grant permission for the child to become a resident of Providence Home

7 Parent/ Legal Guardian and child must sign Admission Agreement, committing to abide by the rules of the Providence Home program.

The Executive Director reviews the results of the Admission meeting and makes the decision of whether or not the youth shall be admitted to Providence Home. The results of the Admission decision is then given to the referral source.

6. Termination Process: Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Providence Home

Residents are discharged after the maximum length of stay (90) days or when determined by the responsible parties to be in the best interest of the youth.

A termination form is completed for all referred juveniles within seven (7) business days of termination from the program detailing the activities, results, and recommendations. A copy must be submitted to the referring agency and parent(s)/legal guardian(s), and placed in the juvenile's file. The program shall not terminate any juvenile from program services, for reasons listed below under 2. (b), (c), or (d), without prior direct oral or written communication with the referring agency. The termination form includes:

1. The last date of program contact;

2. The reason for termination:

a) Successful Completion: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals.

b) Satisfactory Completion: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not complete all program activities and did not meet all behavior goals.

c) Unsuccessful Completion: Failure to meet specific goals and requirements described in the participation agreement or make sufficient progress in the program.

d) Non-Compliance: Unexcused absences shall or refusing to participate in treatment activities;

3. The names of persons and agencies receiving notice of a juvenile's termination; and

4. The name of the program staff person completing the documentation.

D. Termination Service Plan: Programs shall develop a written termination form and policies governing documentation of a juvenile's termination from the program. A termination form must be completed for all referred juveniles detailing the activities, results, and recommendations. Within seven (7) business days, a copy must be submitted to the referring agency and parent(s)/legal guardian(s), and placed in the juvenile's file.

For discharge, youth must meet the following criteria:

1 The child has successfully met the goals outlined in their Plan of Care.

2Parent/Legal Guardian and child refuse to comply with program requirements and rules

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 & supervision.

4The child is in violation of health codes or licenses governing Providence Home.

How is the referring agency involved with the termination process?

Providence Home consults with all referral agencies/Parent/Legal Guardians prior to or upon termination of a resident.

The case manager develops a written termination form that documents a resident's termination from the program. A termination form is completed for all referred juveniles detailing the activities, results, and recommendations. Within seven (7) business days, a copy is submitted to the referring agency and parent(s)/legal guardian(s), and placed in the juvenile's file.

Within the first year after termination, follow up calls are conducted with the referral sources and Parent/Legal Guardians to determine the progress of the resident, since being discharged from the program.

7. Referring Agency Interaction: Describe the interaction with juvenile court counselors and/or other referring

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Providence Home

agencies including how client progress will be communicated.

Providence Home maintains regular weekly contact by phone or in person with Juvenile Court counselors and other referring agencies to evaluate the progress of those referred. Court counselors are included in the weekly Plan of Care meetings.

Additionally, the Case Manager sends a written report each month to the Juvenile Court Counsellors detailing the progress of the residents referred by the courts.

8. Intervention/Treatment: Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?

Providence Home addresses the identified needs of the youth and family through individual, group and family meetings, including regularly scheduled Plan of Care meetings. Using positive reninforcement, adult modeling behavior, providing opportunities to exercise control, owning responsibilities of actions and personal care, while sharing living space in a home environment fostering appropriate peer interaction.

9. Best Practice Model: Describe what model or evidence-supported/best practice the program is based upon.

Providence Home utilizes the evidence-based method of Cognitive Behavioral Therapy (CBT) to change anti-social tendencies and reduce recidivism in at-risk and court-involved youth (Lispey, M. W., "The Primary Factors That Characterize Effective Interventions With Juvenile Offenders, 2009).

SECTION V

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS*), and **Brunswick** County, (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the JCPC*) and **The Family Emergency Teen Shelter, Inc.** (*hereinafter referred to as the Sponsoring Agency*).

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective Jul 1, 2020 and shall terminate Jun 30, 2021.

Payment to Sponsoring Agency

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 \$20441 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

Availability of Funds:

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.

Responsibilities of the Parties

DPS shall:

- 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;
- 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;
- 3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
- 4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
- 5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
- 6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and
- 7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

- 2. Comply with all Federal and State laws relating to equal employment opportunity;
- 3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of 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. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the JCPC Program Agreement, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
- Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in 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 NCAC 11B, 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 a 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;

- 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 NCAC 11B; 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 9. Fiscal Accounting and Budgeting: Final Accounting Process

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 whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency 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'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 20-21					
Item #	Justification	Expense	In Kind Expense					
120	Salaries & Wages (See detail below under Job Title; Formula= approx. one third of total cost)	\$65,441						
180	Fringe Benefits: Employer contributes to assist employees (6) with dental and accidental death insurance insurance; (Formula =\$204.42 x 12)	\$2,453						
250	Vehicle Supplies & Materials (Includes - Gas, Tires, Maintenance; Formula=\$25 x 12)	\$300						
330	Utilities (Electricity; Formula=\$250.00 x 12)	\$3,000						
440	Services & Manintenance Contracts (Cleaning, Manintenance Svc; (Formula=\$467.42 x 12)	\$1,863						
	TOTAL	\$73,057						

Job Title	Annual Expense Wages	Annual In Kind Wages
Residential Child Care Workers (4) @ \$3.63/hr x 40hr/wk; Provide 24 hr home supervision, care, academic support, skill building techniques and recreational activities. They work 7 days on and 7 days off, with alternating weeks between the couples.	\$30,000	
Counselor/Case Manager: @ \$14.54/hr x 20hr/wk; P-T No Fringe benefit; Avg of 9 one hr sessions per child per month for max of 3 months while a child is in residence and follow-up sessions after discharge. Case mgmt svcs including mtgs w/ families.	\$15,000	
Administrative Assistant: @ \$2.42/hr x 40 hrs/wk; Support preparation of JCPC Agreement, NC ALLIES data input, report preparation: Measurable Objectives, Client Tracking, 3Q & Final Accounting Reports	\$5,000	
Executive Director: @ \$4.84/hr x 40 hrs/wk; Management of JCPC program, supervises direct care staff, attend meetings, develop and monitor program services, evaluate effectiveness of program services	\$10,000	
Office Assistant: @ \$12.00/hr x approximately 38 hrs/mo; Assist with general office duties as needed	\$5,441	
TOTAL	\$65,441	

SECTION VII

Program: Providence Home

Fiscal Year: FY 20-21

Number of Months: 12

	Cash	In Kind	Total
I. Personnel Services	\$67,894		\$67,894
120 Salaries & Wages	\$65,441		\$65,441
180 Fringe Benefits	\$2,453		\$2,453
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$300		\$300
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials	\$300		\$300
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$3,000		\$3,000
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities	\$3,000		\$3,000
 340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
IV. Fixed Charges & Other Expenses	\$1,863		\$1,863
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts	\$1,863		\$1,863
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$73,057		\$73,057
	¥10,001		φ10,001

	SECTIO	N VIII	SO	URCES OF PR	ROGRAM	REVENUE (ALL	SOURCES)	
FY 20-21 B	Brunswick	County Funding I	D: 510-	-XXXX				
Sponsoring	Agency:	The Family Emerge	ency Te	en Shelter, Inc.	Program:	Providence Home		
\$	\$20,441	DPS/JCPC Fund	ls	* This is	the amount ap	proved in your application		
20%		Local Match Rat	te	Is the Lo	cal Match R	ate 10%, 20% or 30%	»?	
9	\$35,000	County Cash		Brunswick Count	ty		(Specify Source	;)
9	\$17,616	Local Cash		Donations, Grant	ts, Fundrais	ers, Stores	(Specify Source	;)
		Local Cash					(Specify Source	<i>!</i>)
		Local In-Kind					(Specify Source	<i>!</i>)
		Other					(Specify Source	;)
		Other					(Specify Source	;)
		Other					(Specify Source	;)
		Other					(Specify Source	;)
9	\$73,057	TOTAL			\$4,088		\$52,6	316
				Required Local M	/latch		Match Provide	ed

Authorizing Official, Department of Public Safety

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

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

Chair, Juvenile Crime Prevention Council

Program Manager

Date

Date

Date

Date



SECTIO	ΝΙΑ		SPONSORING AGENCY AND PROGRAM INFORMATION									
FUNDING P	ERIC	D: FY 20-21			DPS/J	PS/JCPC FUNDING # (cont only) 510-XXXX						
C	оиит	Y: Brunswic	:k			AREA: Central Area						
Multi-	Multi-County: No					Multi-C	Multi-Components No					
	NA		GRAM:	Teen Court	13th Dis	strict						
SPONSORING AGENCY: Communities In Schools of Brunswick County, Inc.												
SPONSO	ORIN	G AGENCY	8520 Ri	iver Road								
PHYS	ICAL	ADDRESS:	Southpo	ort		NC			28461			
SPONSO	ORIN	G AGENCY	PO Box	10087								
MAI	LING	ADDRESS:	Southpo	ort		NC			28461			
		TYPE:	Non-Pro	ofit				FEDER	AL ID # 56-	192126	33	
						-						
COMPONENT ID # NAME OF PROC					ENT	PROGRAM TYPE TOTAL COS EACH COMP						
28327		Teen Court 13th	n District			Teen Court			\$ 99,326			
							Total cost of components: \$ 99				\$ 99,326	
Program Manag	ger Na	me & Address	(sam	e person on sig	inature pag	ge)						
Name:	Bonnie	e Jordan					Title: CIS Executive Director					
Mailing	PO Bo	ox 10087										
Address:							City:	Southport			28461	
Phone:	(910)	351-8007 Ext:12	2	Fax:	(910) 351	-8013		E-mail:	bjordan@cist	orunswick	k.org	
Contact Persor	ן ר	if different from	program m	nanager)								
Name:	Sam [Davis					Title:	Teen Court Di	rector			
mannig	-	overnment Cen	ter Dr.									
Address:							City:	Bolivia			28422	
Phone:	(910)	253-4087		Fax:	(910) 253	-3928		E-mail:	teen.court@b	runswick	countync.gov	
Program Fiscal	Office	er <u>(cannot k</u>	e program	<u>manager)</u>								
Name:	Chery	lee Hagge					Title:	CIS Finance C	Officer	_		
Mailing	PO Bo	ox 10087										
Address:							City:	Southport			28461	
Phone:	(910)) 351-8007 Ext:11 Fax: (910) 351-8013					E-mail:	chagge@cist	runswick	lorg		

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
28327	NAME OF COMPONENT: Teen Court 13th District BRIEF DESCRIPTION: Teen Court - Diversion Program Teen Court 13th District provides diversion from juvenile court where trained adult and youth volunteers act as court officials to hear complaints. Sentence recommendations are made as appropriate for offenses including community service, restitution, Peer Circle attendance, parenting classes, apology letter, future Teen Court jury duty, no further criminal charges, online drug and other classes and school attendance/ satisfactory performance.

SECTION II

COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Service Statistics		PROGRAM CON	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR				
Component Name: Teen Court 13th District			Component ID #				
			28327				
What is this com	ponent's maximum	client capacity at any g	iven time?				20
Frequency of client contact per month:		h: 4	4 Anticipated Ave		erage Length of Stay:	100	Days
Total Component Cost:		st: \$99,326	÷ by	Estimated # to be served during funding period: 75		od: 75	
		Estimated Average	Cost Per Youth:	\$1,324			
		Actual n	Actual number of youth admitted FY 18-19		61		
Applies to continuation programs only.	4	Number of ad	Number of admissions Juvenile Justice Referred 6.56%			6% of total admissions	
	53	Number of adm	Number of admissions Law Enforcement Referred 86.89%			% of total admissions	
	4	Number of	Number of admissions District Court Referred 6.56%			6 of total admissions	

SECTION III	COMPONENT SUMMARY	
NAME OF COMPONENT:	Teen Court 13th District	

1. Statement of the Problem: In concise terminology, describe how the program will address continuum need(s) in the county.

The juvenile court system in Brunswick County lacks court diversion programs for first-time offenders. NC DPS Division of Juvenile Justice County Databook 2019 showed 195 total delinquent complaints with 46% being school based (a decline since 2015) and 54% from other sources, an increase of prior years. Of 278 total juveniles served 221 (79.5%) were minor Class 1-3 offenses. These types of defendants are less likely to reoffend. The DPI Consolidated Data Report 2017-18 showed Brunswick County Schools had 24 reportable crimes or 5.93 per 1,000 students. The 2016 Brunswick County Health Risk and Needs Assessment revealed that substance abuse and mental health issues are a priority area.

The Brunswick County Risk and Needs Assessment 2018-2019 shows 66% of juveniles have a risk level of 3 or less. 75% have no prior adjudication. 86.3% are age 12 or over at the time of their 1st offense. 70.9% report moderate to serious school discipline issues. 51.6% report rejection by peers or negative peer association. 71.3% of juveniles are identified as low need. 41.8% have some or regular association with negative peers. 63.9% have mental health needs that have been addressed or need more assessment. 69.7% have a family history of criminality or court/gang involvement. 35.2% of parents report marginal or inadequate parenting skills. 32.7% of defendants report being victimized.

Teen Court offers an alternative to juvenile court and an opportunity for first time offenders to avoid a court record. It provides comprehensive intervention and support to the juvenile and parent. The program focuses on diversion of misdemeanor offenses. Per the Juvenile Reinvestment Report from the N.C. Commission on the Administration of Law and Justice, evidence-based research suggests adolescents are less culpable than adults; the majority of youth offenders age out of the behavior with full maturity. Teen Court offers the opportunity to learn skills to manage negative behavior.

Teen Court provides juveniles and parents with a multi-faceted plan including Peer Circles, Parent Education, Drug or Alcohol assessment/treatment, on-line marijuana classes, community service, restitution, essays/apology letters, future jury duty, and monitoring of school attendance and academic performance. Success in completing sentencing and parent's educational group participation is tracked and the juvenile is tracked one year post-sentencing completion to determine recidivism. Teen Court addresses the continuum of needs in Brunswick County by (1) addressing the needs of a population without prior diversion options (2) saving the county money by diverting juvenile court cases (3) providing a venue to address juvenile and family needs that focuses on prevention and education (4) allowing cost-effective disposition of juvenile cases to free up court time for more serious offenses (5) providing an opportunity for effective service provider collaboration and avoid service duplication.

2. Target Population: Describe the target population, including age, and the steps taken to insure that the target population is served.

Target population is youth, ages 12-18 who have been petitioned or law enforcement referred for 1st time misdemeanor offenses. Partnership with Juvenile Services and District Court allows these juvenile offenders the opportunity to participate in the Teen Court program if the Court Intake Counselor finds they are eligible, willing to admit responsibility for their actions, and willing to complete the program. If the offender successfully completes Teen Court sentencing requirements within a 90 day period, his/her record is completely cleared. The program also serves adjudicated youth/their families recommended to educational workshops and parenting classes by Court Counselors. At

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	Teen Court 13th District

-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.

A secondary population served by Teen Court is the parents/guardians of these juveniles. Through parenting education and support groups that focus on improving parenting skills and parent/child relationships, there is a preventative component of this intervention as other siblings in the household may avoid the juvenile justice system by being exposed to better parenting and less discord. By focusing both the juvenile and the family on developing better coping skills, positive social activities and peer groups, and enhancing their knowledge and ability to have more positive interactions within their family, we reduce the risk of re-offending or having other family members enter the juvenile justice system. Mirroring the success of the Teen Court program, CIS has implemented Peer Court at four Brunswick County middle schools, one K-8 school, and one elementary school, for younger first-time juvenile offenders, with the same goals as Teen Court. This program also has a comparatively low recidivism rate and may serve younger siblings of Teen Court offenders and address contributing factors to delinquency at an even earlier point in that child's social and emotional development.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The primary goal is to reduce the number of first time juvenile offenders entering the court system. Juveniles accept responsibility for their actions and are held accountable by their peers. Offenders will receive sentences of community service/restitution, jury duty at future Teen Court sessions, letters of apology, and counseling/educational sessions to learn coping mechanisms, and learn effective communication skills with peers/parents/authority figures. Those with marijuana offenses may be required to complete an on line Marijuana 101 course or those with other drug related offenses may be required to complete other educational on line courses about the ill affects of drug use. Parents will be required to attend counseling/educational sessions to help them learn parenting skills, positive disciplinary techniques, and communication skills in addition to problem solving current areas of concern. Through successful participation in Teen Court, a defendant can avoid a juvenile court record which could affect his/her opportunities to enter college, trade school, the military, or obtain employment.

4. Measurable Objective(s): State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.

90% Clients will have no new complaints with an offense date after the admission date.

90% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

90% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

90% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

90% Clients will have no new adjudications for a complaint with an offense date after the admission date.

90% Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation.

SECTION III		COMPONENT SUMMARY
ME OF COMPONENT:	Teen Court 13th District	

5. Elevated Risks and Needs: Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.

The NC DPS Division of Juvenile Justice County Databook 2019 shows 195 total delinquent complaints with 46% being school based (a decline since 2015) and 54% from other sources (an increase from prior years). Of 278 total juveniles served, 221 (79.5%) were minor Class 1-3 offenses. These types of defendants are less likely to reoffend. The DPI Consolidated Data Report 2017-18 showed Brunswick County Schools had 24 reportable crimes or 5.93 per 1,000 students. The Brunswick County Risk and Needs Assessment 2018-2019 shows 66% of juveniles have a risk level of 3 or less. 75% have no prior adjudication. 86.3% are age 12 or over at the time of their 1st offense. Teen Court is specifically designed to serve youthful 1st time misdemeanor offenders who have a low likelihood of recidivism if they receive intervention and support and an opportunity to learn from their experience and gain new skills.

Per county Risk Data, 63.9% have mental health needs that have been addressed or need more assessment. 32.7% of defendants report victimization. Teen Court completes a basic risk assessment at intake and works with community partners to ensure emotional/mental health needs or issues from trauma are referred for proper assessment and intervention.

Risk Data shows 51.6% report peer rejection or association with negative peers. Teen Court provides sentencing requirements that engage defendants in positive social situations and promote pro-social behaviors including community service, apology letters, Peer Circle participation, and serving as a juror at future Teen Court sessions. Juveniles are required to attend school, maintain satisfactory grades and show positive conduct, with compliance tracking.

The Risk and Needs Assessment identified 35.2% of parents reporting marginal or inadequate parenting skills. Also 69.7% of parents had a criminal history or were court or gang involved. 70.9% of juveniles report moderate to serious school discipline issues. Addressing the needs of both the juvenile and family is key to the success of Teen Court. Parents attend educational classes and/or parenting groups to learn the importance of peer relationships and developing skills and confidence to help their teens establish new behavior patterns. By holding both the juvenile and family accountable for successful sentencing completion, a shared sense of purpose is established and they work together to improve behaviors and interactions with one another and their community. Developing improved parenting and coping skills, improving knowledge of community supports, and stabilizing families also helps deter juveniles' siblings from entering the juvenile court system.

Each juvenile presents a unique combination of factors that contribute to his/her delinquency. Teen Court develops, 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.

NA

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Teen Court 13th District

1. Location: *List physical address(es) and describe where program services are delivered.*

All Teen Court proceedings take place in courtrooms at the Brunswick County Courthouse, located at 310 Government Center Drive, Bolivia, NC 28422

2. Operation: Describe the daily/weekly schedule of program operation.

Teen Court Director and the part-time Teen Court Administrative Assistant both have offices in the Brunswick County Courthouse for meeting with juvenile offenders and their families and completing administrative duties that support the successful operation of Teen Court. The Director is available 5 days per week at the office location and is available via cell phone at other times if needed. All records and equipment are kept in a secured area that is closed to the public. Teen Court sessions are held in 2-3 courtrooms on the 1st floor of the Courthouse. Parenting Groups, Peer Circles and special educational workshops are held in various conference rooms located in the Courthouse. Referrals are accepted daily from DJJDP; Law Enforcement and/or District Court. Teen Court is held at least once a month. Peer Circles (Educational Workshops) are held at least once a month. Parenting classes are held twice monthly for parents while their children are either observing sessions of Teen Court or participating in Peer Circles. Community Service and Restitution activities are performed off site in the community at pre-approved program sites where all employees working with the juvenile offenders have had criminal background checks completed.

In addition to the traditional Teen Court proceedings held monthly at the courthouse utilizing a full jury, attorney mentors, and a judge, tribunals are held when a defendant is unable to participate in a full peer jury court room hearing due to an identified mental, emotional, learning or other disability that makes it unlikely he/she can successfully participate in those proceedings. At the discretion of the Teen Court Director, and when these special circumstances are present, a tribunal will be held to hear the case. The same sentencing guidelines and all other Teen Court processes are adhered to during a tribunal. The other time a tribunal may be used is when it is not appropriate or is detrimental to delay a case due to a lack of adequate peer jurors, attorney mentors, and/or judges to hear a case. In that situation, at the discretion of the Teen Court Director, a tribunal may be held.

3. Staff Positions: Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.

The Teen Court Director holds a certificate in Basic Law Enforcement from Brunswick Community College, along with extensive subsequent specialty training certifications. He has 29 years of law enforcement experience with the Brunswick County Sheriff's Department in the Major Crimes Unit. His role in law enforcement and interaction with the community at large helped prepare him for the position of Teen Court Director. He is responsible for all aspects of the program: interviewing defendants/parents, recruiting / training volunteers, collecting data, scheduling counseling/ education/support sessions, evaluating defendants completion of program and reporting outcomes to stakeholders.

The Teen Court Administrative Assistant has a Bachelor Degree in Criminal Justice and worked for 15 years as a U.S. Senior Probation Officer, first in Los Angeles and then Raleigh, NC. She brings a strong professional background to this support position. She is responsible for managing the parenting program and various administrative duties.

Adult volunteers include local attorneys, judges and members of civic clubs with backgrounds whom assist as judges, attorney mentors, jury monitors, and role models.

The Finance Officer graduated Cum Laude with a degree in Business Administration and Accounting and has 25+

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Teen Court 13th District

years of accounting experience working in public, private, and non-profit industries, most recently as a Financial Analyst in government finance. She manages payroll for Teen Court staff, monthly revenue and expense reports, and prepares billing to the NC Administrative Office of the Courts for reimbursement of NCAOC contract expenses related to Teen Court.

The Program Operations Officer has 12 years of experience in non-profit program management and a Bachelor degree in Family and Community Services. She supervises the Teen Court Director, ensuring compliance with program fidelity and grant reporting. She is also responsible for community awareness of the Teen Court program and ensuring all other funding sources and in-kind supports are in place to support the program.

The Parenting Facilitator holds a Master Degree in Counseling and has worked as an Intensive Home-Based Therapist and has facilitated psycho-educational groups with adult men and women. She is also bi-lingual and speaks Spanish. She leads Teen Court parenting classes for defendants' parents/guardians.

The Peer Circle Facilitator holds a Masters Degree in Special Education and a Bachelor Degree in Sociology. She has over 38 years of experience working with children and families with developmental disabilities, providing counseling and support services for the State of Connecticut Department of Developmental Services. She is responsible for leading Peer Circles for Teen Court so defendants can work through issues together and find positive ways to negotiate, communicate and interact in a cooperative and respectful manner.

4. Service Type SPEP: Describe implementation to include:

This program is a STRUCTURE ONLY.

5. Admission Process: Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.

Target population is youth 12-18 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.

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, letters of apology, maintaining all lawful commands of parents, maintaining school attendance and grades, assessments for counseling/drug use, and attending educational workshops.

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 parent

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	Teen Court 13th District

classes, counseling and/or educational sessions.

A referral will not be accepted if the offender is over 18 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 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.

The Teen Court Director is responsible for conferring with the referral source for each case to ensure the referral is appropriate for Teen Court and that all relevant, required information has been provided to hear the case and determine sentencing. If the parent and student refuse to participate in the Teen Court Program it is the responsibility of the Teen Court Director to notify the referral source. It is also the responsibility of the Teen Court Director to monitor all sentencing completion in determining the defendant's successful or unsuccessful completion of the Teen Court Program.

6. Termination Process: Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.

Upon sentencing completion, an exit interview is conducted reviewing the defendant's progress. Emphasis is placed on lessons learned, with plans and goals for the future. The juvenile is followed for 1 year after sentence completion to track recidivism. The Teen Court Director meets with/notifies the referring agency as to the successful program completion of the juvenile. Any action other than a successful completion is reviewed with the referring agency, parent, and juvenile. Any juvenile offender who does not successfully complete Teen Court and comply with all guidelines will be deemed non-compliant, terminated from Teen Court and referred back to the referring agency.

Reasons for unsuccessful completions would be if the offender re-offended either at school or within the community between their intake appointment and 90 day deadline for completion, or not completing any aspect of the program within the agreed upon 90 day window

Other terminations include:

oRefusal to participate in the program (at which point the offender is referred back to initial referring agency) oMoving out of the state

olnvoluntary commitment of the offender

How is the referring agency involved with the termination process?

Court Intake Counselor, Law Enforcement, and/or District Attorney's Office are notified by the Teen Court Director of successful sentence completion. Any action other than a successful completion is reviewed with the referring agency, parent, and juvenile and referred back to the referring party for disposition.

7. Referring Agency Interaction: Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.

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.

SECTION IV	COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT: Teen Court 13th District

Written updates, including attendance and progress, are provided monthly to the referral agency. Referrals from School Resource Officers are received on an ongoing basis, as warranted, and the Teen Court Director communicates progress to that officer as appropriate.

8. Intervention/Treatment: Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?

A structured service plan of learning (Sentence) will be developed for defendants to address behavior problems, drugalcohol prevention and peer pressure. Sentencing will hold youth accountable for future actions including school attendance, achieving satisfactory grades, and not committing further offenses. Educational workshops for youth will provide skills to improve juvenile's decision making, communication, conflict resolution, and gang and drug resistance, thereby reducing negative behaviors. Participation in future Teen Court jury duty will increase the defendant's access to positive peers. On-line marijuana, other drugs, Under the Influence and Respect and Resolve classes will be required for those with a related offense. Completion of community service will provide exposure to a pro-social activities, positive role models and volunteerism, supporting positive character development.

By requiring parenting classes, better disciplinary techniques and communication can be learned and applied when working with their children, thus empowering them to become more effective, proactive parents. Youth listen to and are influenced by their peers. Juveniles who are held accountable for their behavior by their peers are more likely to listen and make changes to their behavior. Volunteer jurors recognize and "reward" positive behaviors such as after-school involvement, satisfactory grades, commitment to stay in school, and future goals, as seen in their jury verdict. In order to complete their constructive sentence, juveniles and their families work on family accountability and relationships. Healthy attitudes concerning family, discipline, consequences and education are encouraged and reinforced in peer circles and parenting groups. Community Service allows youth to work and learn from adults who support community activities and allows them to be exposed to positive activities that also serve others.

Incentives, usually in the form of a snack prior to the start of each Teen Court session or a year end gathering for recognition of service, is provided to students who volunteer their time to hear the cases of their peers. The use of incentives helps contribute to their commitment to the program and shows they are appreciated and valued as part of the Teen Court process.

9. Best Practice Model: Describe what model or evidence-supported/best practice the program is based upon.

The program uses the National Youth Court Guidelines - authored by Tracy Godwin with Michelle Heward and Thomas Spina. According to the National Center for Mental Health Promotion and Youth Violence Prevention, "these best practice guidelines were developed by a panel of experts in the following program areas: program planning and community organization, program staffing and funding, legal issues, identified respondent population and referral process, program services and sentencing options, volunteer recruitment and management, volunteer training, operations and case management, and program evaluation. Guidelines were developed to promote best practices, effectiveness, and program accountability."

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

SECTION IV	COMPONENT NARRATIVE (attach for each component)		
NAME OF COMPONENT:	Teen Court 13th District		

new skills that will help them resolve problems. The Active Parenting of Teens program uses an approach focused on reducing family conflict and child behavior issues and supporting positive parenting techniques.

SECTION V

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS*), and **Brunswick** County, (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the JCPC*) and **Communities In Schools of Brunswick County, Inc.** (*hereinafter referred to as the Sponsoring Agency*).

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Term of Agreement

This Agreement shall become effective Jul 1, 2020 and shall terminate Jun 30, 2021.

Payment to Sponsoring Agency

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 \$59141 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

Availability of Funds:

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.

Responsibilities of the Parties

DPS shall:

- 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;
- 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;
- 3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
- 4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
- 5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
- 6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and
- 7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the

conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

- 2. Comply with all Federal and State laws relating to equal employment opportunity;
- 3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of 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. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the JCPC Program Agreement, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
- Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in 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 NCAC 11B, 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 a 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;

- 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 NCAC 11B; 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 9. Fiscal Accounting and Budgeting: Final Accounting Process

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 whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency 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'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

	Teen Court 13th District	Fiscal Year	FY 20-21
ltem #	Justification	Expense	In Kind Expense
120	Program Operations Officer (\$3347); Finance Officer (\$3867)	\$7,214	
120	Teen Court Administrative Assistant 20 hrs/bi-weekly x 52 weeks x \$10.50/hr = (\$5,460). Plus 4 hrs x \$10.50/hr training pay (\$42)	\$5,502	
120	Parenting Facilitator \$18/hr x 65 hrs = \$1008; Training pay \$18/ hr x 4 hrs = \$72.	\$1,242	
120	Technical Assistance from DA Office; BC Bar Association \$100/ hr x 29.41 hours		\$2,94
120	Peer Circle Facilitator \$18/hr x 36 hrs = \$648; Training Pay \$18/ hr x 4 hrs = \$72.	\$720	
180	Program Operation Officer/Finance Officer Payroll Taxes FICA 7.65% (\$552) and State Unemployment .006% = \$43	\$595	
180	Peer Circle Facilitator Payroll Taxes FICA 7.65% (\$55) and State Unemployment Insurance .006% (\$4)	\$59	
180	Parenting Facilitator Payroll Taxes FICA 7.65% (\$95) and State Unemployment Insurance .006% (\$7)	\$102	
180	Administrative Assistant Payroll Taxes FICA 7.65% (\$421) and State Unemployment Insurance .006% (\$33)	\$454	
180	Finance Officer and Program Operations Officer - 3% employer portion of IRA contribution (\$216); Health Ins. 70% employer contribution for Finance Officer (\$382)	\$598	
190	MOA with Administrative Office of the Courts (AOC) Teen Court Director 40 hrs (\$37,000 base) at \$55,408 : Teen Court 100% / 40 h r /wk= \$55,408	\$55,408	
220	Food and Provisions - snacks for Parenting, Peer Circles, Community Service Learning and Teen Court	\$3,000	
230	Program Supplies - drug tests, volunteer incentives, on line drug class expense	\$5,000	
260	Copy paper, file folders, and other standard office/desk supplies, printer ink	\$1,000	
290	Ident-a-kid software for log in/tracking usage of defendants, parents, etc. for Teen Court proceedings-annual licensing cost	\$320	
310	Travel for Personnel between sites, schools and conference/ training \$1150 (2,000 miles at .57.5/mile); lodging \$300; other travel expenses \$500	\$1,950	
310	Annual Teen Court Summit/Mock Trial - gas, lodging, meals, car rental - Director, Adult Mentors and student volunteers	\$3,500	
320	Cell phone and monthly service expense for Teen Court	\$372	

		Director \$31/ mo. x 12 months (\$372)	
\$485		Postage - mailings to defendants, volunteers, partners	320
\$3,895		Electric, heating, air, etc DA's Office - Teen Court portion - \$889,310 x .00438% = \$3895 BC cost for insurance, operation services and utilities for 448 sq feet of space at court house at . 00438% (448sq ft/102300 sq ft).	330
\$122		Computer repair/maintenance - Teen Court portion of DA 's Office expense) \$27762 x .00438% = \$122, BC cost for computer service per cost allocation report of 448 sq feet of space at court house at .00438% (448 sq ft/102300 sq ft).	350
	\$525	Staff Development - workshops and conference registration	390
\$500		District Attorney's Office administrative office expenses	390
	\$700	Audit- Annual Cost, based on allocated portion of Communities In Schools audit assigned to Teen Court program area.	390
\$2,242		Furnished Office Space - 2 offices 12'x18' and 12' x 14' and 8x8 storage space 512034 x .00438 = \$122, BC cost for office space per cost allocation report of 448 sq feet of space at court house at .00438% (448 sq ft/102300 sq ft).	410
	\$80	Workman's Compensation Insurance -Finance Officer and Program Operations Officer = .14% x \$7214 (\$10); All other positions .94% x \$7464 (\$70)	450
	\$800	Insurance Coverage for students/board CIS - Annual Cost assigned to Teen Court program, pro rata.	450
\$10,185	\$89,141	TOTAL	

Job Title	Annual Expense Wages	Annual In Kind Wages
Parenting Facilitator \$18.00 hr x 65 hours = \$1008; Training Pay \$18/hr x 4 hrs = \$72.	\$1,242	
CIS Program Operations Officer pro-rata \$25.75 /hr x 2.5 hrs/week x 52 weeks = \$3,347	\$3,347	
Peer Circle Facilitator - \$18.00 hr x 36 hrs = \$720; Training \$18.00/hr x 4 hrs = \$72	\$720	
Teen Court Administrative Assistant 20 hrs/bi-weekly x 52 weeks x \$10.50/hr= \$5,460; Training \$10.50/hr x 4 hrs = \$42	\$5,502	
Technical Assistance from DA Office; BC Bar Association \$100/hr x 29.41 hours		\$2,941
CIS Finance Officer pro-rata \$24.79 /hr x 3 hrs/week x 52 weeks= \$3,867	\$3,867	
TOTAL	\$14,678	\$2,941

SECTION VII

Program: Teen Court 13th District

Fiscal Year:	FY 20-21
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Number of Months: 12

	Cash	In Kind	Total
I. Personnel Services	\$71,894	\$2,941	\$74,835
120 Salaries & Wages	\$14,678	\$2,941	\$17,619
180 Fringe Benefits	\$1,808		\$1,808
190 Professional Services*	\$55,408		\$55,408
*Contracts MUST be attached			
II. Supplies & Materials	\$9,320		\$9,320
210 Household & Cleaning			\$0
220 Food & Provisions	\$3,000		\$3,000
230 Education & Medical	\$5,000		\$5,000
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$1,000		\$1,000
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials	\$320		\$320
III. Current Obligations & Services	\$7,047	\$5,002	\$12,049
310 Travel & Transportation	\$5,450	· /	\$5,450
320 Communications	\$372	\$485	\$857
330 Utilities		\$3,895	\$3,895
340 Printing & Binding			\$0
350 Repairs & Maintenance		\$122	\$122
370 Advertising			\$0
380 Data Processing			
390 Other Services	\$1,225	\$500	\$0
			\$1,725
IV. Fixed Charges & Other Expenses	\$880	\$2,242	\$3,122
410 Rental or Real Property		\$2,242	\$2,242
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$880		\$880
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$89,141	\$10,185	\$99,326
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SECTIO	DN VIII	SOURCES OF PROGRAM REVENUE (ALL S	SOURCES)
FY 20-21 Brunswic	k County Funding I	D: 510-XXXX	
Sponsoring Agency:	Communities In Sc	hools of Brunswick County, Inc. Program: Teen Cou	rt 13th District
\$59,141	DPS/JCPC Fund	* This is the amount approved in your application	
20%	Local Match Rat	Is the Local Match Rate 10%, 20% or 30%	?
	County Cash		(Specify Source)
\$30,000	Local Cash	Brunswick County	(Specify Source)
	Local Cash		(Specify Source)
\$10185	Local In-Kind 1	Brunswick County District Attorney's Office/ 13th District Court	(Specify Source)
	Other		(Specify Source)
\$99,326	TOTAL	\$11,828	- \$40,185
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety

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

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

Chair, Juvenile Crime Prevention Council

Program Manager

Date

Date

Date

Date

Request Info			
Туре	Budget Amendment		
Description	Sheriff Insurance Proceeds		
Justification	Appropriate insurance proceeds of \$25,000 for a replacement vehicle.		
Originator	Tiffany Rogers		

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383913	Sheriff's Office	Insurance Refund	25000	Increase	Credit
104310	454000	Sheriff's Office	Cap Outlay-Vehicle on Road	25000	Increase	Debit

Total	
Grand Total:	50000

Request Info			
Туре	Budget Amendment		
Description	36244.58.12.1 Airport Grant		
Justification	Board Meeting 05/04/2020-Appropriate \$297,810 of State Aid to Airports and transfer local match of \$33,091 from the county capital reserve undesignated to the 36244.58.12.1 airport corporate hanger project.		
Originator	Tiffany Rogers		

	Items					
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332120	Airport Grants	State Rev 36244.58.12.1	297810	Increase	Credit
438157	398110	Airport Grants	Trans Frm General Fund	33091	Increase	Credit
438157	449842	Airport Grants	36244.58.12.1 Exp	330901	Increase	Debit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-33091	Decrease	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-33091	Decrease	Credit

Total	
Grand Total:	595620

COUNTY OF BRUNSWICK, NORTH CAROLINA CAPITAL PROJECT ORDINANCE Airport Grants Program Amended (438157)

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 Airport Grants Capital Projects Fund:

Airport Grant Project Fund:	
Revenues:	
36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,841
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	974,637
36244.58.10.1	1,276,182
36244.58.10.2	2,000,000
36244.58.10.3	1,168,447
36244.58.10.4	277,446
36244.58.9.1	1,105,950
36244.58.11.1	309,454
36244.58.11.2	1,492,259
36244.58.8.2	225,000
36244.58.12.1	297,810
36237.45.17.1	127,892
36237.45.18.1	403,713
46333.3.1	206,000
Transfer from General Fund	 850,687
Total Airport Grant Capital Project Fund Revenues	\$ 23,260,079
Expenditures:	
36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,911
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	528,873
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.10.4	229,592
36244.58.7.1	229,592 85,000
36237.45.15.1	209,467
46333.1.1	209,407 111,000
46333.2.1	251,281
10000.2.1	201,201

Total Airport Grant Capital Project Fund Expenditures	23,260,079
Land	<u> </u>
Miscellaneous Expense	10,583
46333.3.1	206,000
36237.45.18.1	448,570
36237.45.17.1	142,103
36244.58.12.1	330,901
36244.58.11.2	1,658,068
36244.58.8.2	250,000
36244.58.11.1	312,816
36244.58.10.4	308,273
36244.58.10.3	1,298,277
36244.58.9.1	1,326,412
36244.58.10.2	2,000,000
36244.58.10.1	1,345,248
36244.58.8.3	1,054,737

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	\$	850,687
Section 3. The following amounts are hereby appropriated	in the Brunswick County	General Fund:
Contribution to Capital Project Fund	\$	850,687

Section 4. This Capital Project Ordinance shall be entered into the minutes of the May 4, 2020 meeting of the Brunswick County Board of Commissioners.

Request Info		
Туре	Budget Amendment	
Description	Lockwood Folly Inlet	
Justification	Board Meeting 05/04/2020-Transfer \$158,780 from the reserve for shoreline protection to Lockwood Folly dredging for a dredge project at the navigation channel at Lockwood Folly Inlet.	
Originator	Tiffany Rogers	

			Items			
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104999		Economic Development Agencies	Reserve 4 Shoreline Protection	-158780	Decrease	Credit
104999		Economic Development Agencies	Lockwd Flly and Shallotte Drdg	158780	Increase	Debit

Total	
Grand Total:	0



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

From: Andrea White Action Item # V. - 6. Governing Body - Proclamation - Elder Abuse Prevention Awareness

Issue/Action Requested:

Request that the Board of Commissioners proclaim May 10, 2020 through June 21, 2020 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 10) and Father's Day (June 21) as Elder Abuse Prevention Awareness in Brunswick County.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney: Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners proclaim May 10, 2020 through June 21,2020 as Elder Abuse Prevention Awareness in Brunswick County.

ATTACHMENTS:

Description

D 2020-05-04 Proclamation - Elder Abuse Prevention Awareness





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 10, 2020 through June 21, 2020 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 4th day of May, 2020.

Frank Williams, Chair Brunswick County Commissioners

Attest:

Andrea White, NCCCC Clerk to the Board



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

From: Melanie Turrise, Human Resources Director Action Item # V. - 7. Human Resources - Workforce Pandemic Response Plan

Issue/Action Requested:

Request that the Board of Commissioners approve the Brunswick County Workforce Emerging Infectious Illness or Pandemic Response Plan retro-active to April 27, 2020 and authorize the County Manager to revise this plan as more is known about the virus and/or the needs of Brunswick County.

Background/Purpose of Request:

This Response plan includes latest guidance and procedures to best safeguard our staff and the public. Due to the nature of the changing environment because of this pandemic, this plan may need to be modified as more is known about the virus and/or based on the needs of Brunswick County.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the Brunswick County Workforce Emerging Infectious Illness or Pandemic Response Plan retro-active to April 27, 2020 and authorize the County Manager to revise this plan as more is known about the virus and/or the needs of Brunswick County.

ATTACHMENTS:

Description

D Workforce Pandemic Response Plan



Brunswick County Workforce Emerging Infectious Illness or Pandemic Response Plan

The health and safety of the workforce is the County's top priority and the County will implement measures to ensure continued safety while in the workplace.

Purpose

The purpose of this plan is to contain and further limit the impact that an emerging infectious illness or pandemic may have on Brunswick County Government's workforce.

The County's Well Workforce Protocol outlines measures the County will take to protect, prevent and prepare the workforce when a contagious illness may be present. This response plan further provides for additional measures that the County will implement when there is an emerging infectious illness or pandemic, while adhering to any applicable national directives and/or executive orders, and following CDC and OSHA guidance. This plan and any protocols may change as additional guidance is provided.

Procedure

The County has outlined procedures to address the unique challenges that an emerging infectious illness or pandemic may present, while maintaining continuity of operations.

Brunswick County Responsibilities:

- The County will receive directive from the state agency having jurisdiction for declaring an emergency and activate the Emergency Operation Center to best manage communications of officials.
- The Health Department will educate employees about risk factors and how they can reduce the spread of a contagious illness.
- Operation Services will execute its Advanced Disinfection/Sterilization Protocols (included in the appendix).
- Risk Management and department leaders will assess appropriate Personal Protective Equipment (PPE) needs for employees to determine appropriate selection.
- Subject to County Manager approval the County will:
 - Implement flexible and/or alternate work arrangements, such as staggered schedules or rotating shifts and/or telecommuting arrangements when possible.
 - Limit public access to County facilities by requesting advanced appointments when necessary and appropriate.
 - Communicate any interim business travel restrictions.
 - Develop and communicate continuity plans at the departmental level to ensure adequate coverage for continued operations.
 - Implement additional measures to monitor employee health under the direction of the Executive Director of Health and Human Services or Public Health Director, if deemed necessary and appropriate.

All Employees are responsible to:

- Be vigilant in their hygiene controls, such as coughing or sneezing into a sleeve or a tissue. Wash hands often with soap and water for at least 20 seconds. Use hand sanitizer with at least 60% alcohol if soap and water are unavailable.
- Maintain proper social distancing.
- Check their symptoms prior to coming to work and starting their shift. Be especially mindful if they have recently traveled outside the county.

- Stay at home if they are sick, notify Human Resources, and follow their departmental call-in notification procedures. It is recommended that they seek the advice of their health care provider to assess their symptoms.
- Notify their supervisor if there is a sick member in their household and follow CDC recommended precautions.
- Check the CDC's Traveler's Health Notices (<u>https://wwwnc.cdc.gov/travel/notices</u>) prior to travel for the latest guidance and recommendations for each country to which they will visit. Employees are expected to comply with specific recommendations for quarantine after returning from travel.

Following are more specific guidelines to address employees placed under quarantine, isolation and/or those who develop symptoms or test positive.

Scenario One: Employee is issued a quarantine order by a health official or their medical provider (no symptoms develop).

Employee will:

- Leave work immediately.
- Notify Human Resources (HR) immediately and follow all departmental call-in procedures.
- Maintain contact with their department and/or HR regarding any changes to their work status.
- Remain out of the workplace and follow all CDC guidelines and/or directives from the health department or their medical provider regarding when to return to work.

Department will:

• Discuss with the employee if alternate work arrangements, such as telecommuting, can be implemented and will communicate any approved arrangement to HR and the employee.

Human Resources (HR) will:

- Provide information regarding any leave the employee may be eligible for.
- Seek guidance from the health department regarding how to track and advise other employees if any additional* measures are recommended.
- Coordinate with the department and request that Operation Services deploy aerosol disinfectant foggers or any other approved advanced sterilization methods in targeted work areas as a precautionary measure.

Scenario Two: Employee is symptomatic and/or tests positive. *Note: If there is a confirmed positive case, the applicable health department conducts contact tracing and directly notifies all close contacts of the possible exposure.*

Employee will:

- Leave work immediately.
- Notify Human Resources (HR) immediately and follow all departmental call-in procedures.
- Maintain contact with their department and/or HR regarding any changes to their work status.
- Remain out of the workplace and utilize the below strategies to determine when to return to work:
 - If employee has had symptoms, but has <u>NOT</u> had a positive lab test as part of being diagnosed as having COVID-19 (this will usually apply in situations where they have become ill with usual COVID-19 symptoms after being exposed to someone who has had COVID-19), exclude the employee from the workplace until the following three criteria have been met:
 - 1. Resolution of fever without the use of fever-reducing medications for at least 72 hours; AND
 - 2. Improvement in respiratory symptoms (for example, when cough or shortness of breath have improved); AND
 - 3. At least 14 days have passed since the onset of symptoms

 If employee has had symptoms and tested positive for COVID-19, the Test-Based Strategy is the preferred method.

Test-Based Strategy

Exclude from the workplace until the following four criteria are met:

- 1. Resolution of fever without the use of fever-reducing medications; AND
- 2. Improvement in respiratory symptoms (for example, when cough or shortness of breath have improved); AND
- 3. At least 7 days have passed since the onset of symptoms; AND
- 4. Receive negative results of an FDA Emergency Use Authorized molecular assay for COVID-19 from at least two consecutive nasopharyngeal swab specimens collected at least 24 hours apart (total of two negative specimens).

If the criteria of the Test-Based Strategy cannot be met, follow the Non-Test-Based Strategy.

Non-Test-Based Strategy

Exclude from the workplace until:

- 1. At least 21 days have passed since the "date of recovery" which is defined as the date that there was a resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath).
- Employees with laboratory-confirmed COVID-19 who have <u>not</u> had any symptoms are excluded from the workplace until 10 days have passed since the date of their first positive diagnostic test, assuming they have not subsequently developed symptoms since their positive test.
- If an employee had COVID-19 ruled out and received an alternate diagnosis (e.g., tested positive for influenza), criteria for return to work should be based on that diagnosis.

Need more information? <u>https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html</u>

Department will:

• Discuss with the employee if a telecommuting arrangement can be implemented and will communicate any approved arrangement to HR and the employee.

Human Resources (HR) will:

- Provide information regarding any leave the employee may be eligible for.
- Seek guidance from the health department regarding how to advise other employees who may have been exposed and determine any additional* measures to be taken.
- Coordinate with the department and request that Operation Services deploy aerosol disinfectant foggers
 or any other approved advanced sterilization methods in targeted work areas as a precautionary
 measure.
- If advised by the health department, implement communication strategy, while adhering to all laws and regulations related to confidentiality, to include:
 - 1. Notifying employees that report to or have routine duties in the same building of a possible exposure as soon as reasonably practical.
 - 2. Notifying all County staff of possible exposure for transparency.

*Additional measures may include:

- Closure of facilities and/or suspension of services.
- Conducting additional disinfection or sterilization protocols.
- Other mitigation actions to further limit the spread of the contagious illness.

Disclaimers

It is the goal of Brunswick County Government, during any time period of infectious disease outbreak, to strive to operate effectively and ensure that all essential services are continuously provided while maintaining employee safety within the workplace.

Family and medical leave time may be granted if the illness or condition qualifies for the FMLA designation.

Brunswick County will comply with all applicable statutes and regulations that protect the privacy of persons who have a temporary contagious illness. Every effort will be made to ensure procedurally sufficient safeguards are exercised to maintain the personal confidence about persons who have temporary contagious illnesses.

Brunswick County Workforce Emerging Infectious Illness or Pandemic Response Plan is a temporary protocol guide that is subject to change in accordance with the needs of Brunswick County.

Resources

- Centers for Disease Control <u>www.cdc.gov</u>
- "Treating Seasonal or Pandemic Flu at Home" Individual and Family Handbook as well as other information is available at: <u>www.flu.nc.gov</u>
- State of North Carolina Department of Health and Human Services Division of Public Health <u>www.ncdhhs.gov</u>

Ensuring a healthy workforce requires the participation of everyone. In order to reduce illness and absenteeism, Brunswick County Government will protect employees and public health by applying safety measures to prevent the spread of germs in its daily operation.

Appendix

Brunswick County Advanced Disinfection/Sterilization Protocols

• Products:

Commercial formulations based on disinfectant chemicals are considered unique products and must be registered with EPA or cleared by FDA prior to use in our facilities. Products are designed for a specific purpose and are to be used in a certain manner. Therefore, users should read labels carefully to ensure the correct product is selected for the intended use and applied efficiently.

2020 Current Disinfectants approved for Corona Virus elimination kept on hand by Custodial department: Atco Santastic (EPA number 61178-1-13051) with a dilution ratio not to exceed 1/32 or 4oz per quart of fresh water. Aerosol Disinfectant foggers (EPA number 44446-67-13051) not exceeding 6,000cuft disinfection radius, Lysol/Clorox wipes (EPA number 67619-12-5813), and a Hospital Grade Aerosol Disinfectant non-dilution.

• Employees & Disinfection Procedures upon implementation of this protocol:

Appropriate and up to date PPE will be worn and changed as necessary to ensure employee and public safety. Proper grooming and dress standards enforced daily. Any employee exhibiting symptoms of the virus must be removed from the facilities until cleared to return.

- a) Custodial staff may work 10-hour workdays Monday through Friday 9:30am to 8pm, as needed to ensure staff has appropriate time to expand disinfection of the buildings while still accomplishing daily cleaning duties/standards. Expanded hours will also help reduce theft and ensure hygiene products remain stocked.
- b) Staff will stop daily tasks every 2 hours to disinfect in assigned areas all Doorknobs, Light switches, Bathroom fixtures, Door trim, and Any commonly touched surface as deemed necessary.
- c) Custodial 2 staff will begin disinfection of commonly used outdoor fixtures such as ATM machines, Handicap fixtures/buttons, Mail Delivery Bins, etc. on the same 2-hour disinfection schedule.
- d) Floor Maintenance apart from disinfection will be postponed, Custodial 2 Staff will be reassigned to buildings of high traffic, those that see prominently elderly clients, outdoor fixtures, and backup staffing for custodial needs.
- e) Lobbies and areas where gathering of individuals occurs, will be thoroughly disinfected daily immediately following the close of business. This will include a complete disinfectant fogging of the area.
- f) Meeting rooms with carpet will be shampooed then extracted with approved disinfectant following each use.
- g) Special weekend scheduling may be asked of staff for off and onsite site buildings being used. This can include libraries, senior/community centers, probation, Law enforcement, and Emergency management centers.
- h) The following sanitization processes are implemented in conjunction with the above protocol in the event of an employee receiving a positive/presumed positive test result:
 - a. Ensure employee safety, personal protection equipment (PPE) is on and being used properly.
 - b. Set disinfectant fogging bombs off in the lobbies, hallways, offices of concern, and conference rooms.
 - c. Use Electrostatic chemical sprayers to disinfect other hard to reach areas such as ceilings, walls, closets, etc.
 - d. Apply disinfectant to all flooring with an auto floor scrubber (machine that mops, applies chemicals, and simultaneously picks up contaminated water leaving a dry clean floor).



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

From: John Nichols, P.E.

Issue/Action Requested:

Action Item # V. - 8. Utilities - Spill Prevention Control and Countermeasures (SPCC) Plans Contract Dewberry Engineers

Request that the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute a contract with Dewberry Engineers, Inc., for engineering services in the amount of \$39,880 for the preparation of Spill Prevention Control and Countermeasures (SPCC) Plans at thirteen (13) Brunswick County Public Utilities sites.

Background/Purpose of Request:

Spill Prevention Control and Countermeasures (SPCC) Plans are required for facilities that store in excess of 1,320 gallons of petroleum and fuel according to 40 CFR Part 112. The type of plan is dependent on the characterization of the facility. Brunswick County Public Utilities has thirteen (13) total sites requiring SPCC Plans, two (2) of which require an engineer certification.

Requests for Qualifications were requested via county standard procedures and were received from the following firms: Duncklee & Dunham, P.C.; Booth and Associates; WithersRavenel; ECS; Witt O'Brien's; Wood PLC; Catlin Engineers and Scientists; and Dewberry Engineers, Inc. The selection committee selected Dewberry Engineers, Inc., based on qualifications and experience with similar projects.

A final scope of work for the project has been negotiated with Dewberry Engineers, Inc., that includes initial meeting with county staff, site visits and surveying, drafting of plans and drawings, revisions of plans and drawings, and finalization of plans and drawings.

Staff recommends approval of the proposed contract with Dewberry Engineering, Inc., in the amount of \$39,880.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations Funds available in the current budget.

Approved By County Attorney: Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute a contract with Dewberry Engineers, Inc., for engineering services in the amount of \$39,880 for the preparation of Spill Prevention Control and Countermeasures (SPCC) Plans at thirteen (13) Brunswick County Public Utilities sites.

ATTACHMENTS:

Description

D Utilities - SPCC Professional Services Agreement (Dewberry Engineers Inc.)

NORTH CAROLINA

BRUNSWICK COUNTY

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL, ENGINEERING AND/OR SURVEYING SERVICES (Mini-Brooks Act/Qualification Based Selection)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County" or "Owner"), party of the first part and Dewberry Engineers Inc., (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

Provider agrees to perform the services (hereinafter referred to as the "Services") in connection with the project (hereinafter referred to as the "Project"), as more fully set forth on Exhibit "A" and Exhibit "B" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners or execution of the Agreement by County, whichever is later (the "Effective Date"). Engineer shall complete the Services in accordance with the schedule set forth on Exhibit "B", unless this Agreement is sooner terminated or amended as provided herein. The County may terminate this Agreement at any time without cause by giving written notice to Provider. The County may set the effective date of termination at a time up to thirty (30) days following notice to Engineer to allow Engineer ample time to complete tasks for which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks and/or to assemble Project materials in orderly files. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

4. NONAPPROPRIATION

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

5. COMPENSATION

The County agrees to pay Provider as specified in the Exhibits attached hereto or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within forty-five (45) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

6. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

7. OPINIONS OF COST

If applicable, Provider shall provide opinions of probable construction costs, including but not limited to, designer fees, costs of construction, costs of equipment, furnishings, signage, permit fees and appropriate contingencies, at Project intervals determined by County. Such opinions of costs shall be representative of Provider's best judgment as an experienced and qualified professional generally familiar with the construction industry. The parties acknowledge that actual bids, proposals and costs may vary from Provider's opinions of costs based on the cost of labor, materials, equipment or services furnished by others, differing methods for determining prices, competitive bidding or other market conditions. When requested by County, Provider shall participate in rebidding, renegotiation and design adjustments to the extent such are necessary to reduce Project costs. Such services shall be performed by Provider without additional compensation.

8. ACCOUNTING RECORDS

Provider shall maintain accounting records in accordance with generally accepted accounting practices and shall make such records available for inspection by County upon reasonable request and during normal business hours for a period of three (3) years following completion of the Services.

9. PERMITS AND APPROVALS

Provider shall provide County with a schedule of all required approvals and the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project. Provider shall prepare the necessary application forms, present documents requiring approval by County and submit documents with County approval to appropriate federal, state and local government or other agencies in a timely manner. County shall be financially responsible for all necessary permits, licenses, approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

10. ENVIRONMENTAL CONDITIONS

The parties acknowledge that Provider's scope of services does not include any services related to hazardous environmental conditions. County shall disclose to Provider the existence of all known and suspected hazardous substances, including, without limitation: asbestos; polychlorinated biphenyls (PCBs); petroleum; hazardous waste; or radioactive material located at or near the site where the Services are to be performed. If Provider discovers any undisclosed hazardous substances, or if investigative or remedial action or other professional services are necessary, Provider may, at its option and without liability for damages, suspend performance of the Services hereunder until County: (1) retains an appropriate specialist consultant or contractor to identify and, as appropriate, abate, remediate or remove the hazardous substances; and (2)

warrants that the site where the Services are to be performed are in full compliance with applicable laws and regulations. Notwithstanding the foregoing, if the presence of any hazardous materials adversely affects the performance of Provider's duties under this Agreement, then Provider shall have the option of: (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause upon thirty (30) days' written notice to County.

11. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider has not engaged in corrupt, fraudulent or coercive practices in competing for or executing this Agreement;
- g. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- h. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- i. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- j. Provider shall be responsible for all errors, omissions or deficiencies in technical accuracy in any drawings, specifications or other documents prepared or services rendered by Provider, its subcontractors or consultants and shall correct, at no additional cost to County, any and all errors, omissions, discrepancies, ambiguities, mistakes, deficiencies or conflicts;

- k. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- 1. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

12. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors or consultants. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

13. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

14. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

15. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

16. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

17. INDEMNIFICATION

Provider shall indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind (collectively, "Claims") which may be brought or made against County or which County must pay and incur arising out of this Agreement should fault or negligence on the part of the Provider or its subcontractors or consultants be the proximate cause of such Claims. Provider shall be fully responsible to County for the acts and omissions of its subcontractors or consultants and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

18. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its consultants maintains in full force and effect at all times and at its sole cost and expense, Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

19. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

20. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions

with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

- i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
- ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

21. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

22. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

23. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

24. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors or consultants must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors and consultants to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

25. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and knowhow; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

26. OWNERSHIP OF WORK PRODUCT

- a. All work product created by Provider pursuant to this Agreement, including, without limitation, design drawings, construction documents, photographs and models and any derivative works and compilations, and whether or not such work product is considered a "work made for hire" or an employment to invent (hereinafter referred to collectively as "Work Product") shall be the exclusive property of County. County and Provider agree that such original works of authorship are "works made for hire" of which County is the author within the meaning of the United States Copyright Act. To the extent that County is not the owner of the intellectual property rights in and to such Work Product, Provider hereby irrevocably assigns to County any and all of its rights, title and interest in and to all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Upon County's request, Provider shall execute such further documents and instruments or obtain such documents from third parties, including consultants and subcontractors, if applicable, necessary to fully vest such rights in County. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 U.S.C. § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- b. In the event the use of any of Provider's intellectual property, including any derivative work created with the use of third-party intellectual property, is necessary for the use of any Work Product, Provider hereby grants to County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the intellectual property for the purposes set forth in this Agreement and will ensure that any third-party grants the same.
- c. County may use Work Product for any other purpose and on any other project without additional compensation to Provider. Notwithstanding the foregoing, the use of Work

Product by County for any purpose other than as set forth in this Agreement shall be at County's risk.

27. NO ASSIGNMENT WITHOUT CONSENT

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

28. GOVERNING LAW AND VENUE

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

29. DISPUTE RESOLUTION

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

30. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

31. NON-WAIVER

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

32. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the foregoing, all documents included in the initial bid packet submitted by Contractor, if applicable, including, but not necessarily limited to: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal;

Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Insurance Certificates; Approval by County Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings are incorporated herein by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

33. HEADINGS

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

34. SEVERABILITY

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

35. AMENDMENTS

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

36. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

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

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

ii. <u>For the Provider</u>: Dewberry Engineers Inc. 2610 Wycliff Road, Suite 410 Raleigh, NC 27607

[SIGNATURES APPEAR ON FOLLOWING PAGE]

37. SIGNATURES

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

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By:

Frank Williams Chairman

[SEAL]

DEWBERRY ENGINEERS INC.

DocuSigned by:

By: Larry W. Mitchell

Printed Name: Larry W. Mitchell

Title: Senior Associate

Date: _____

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

Julie a. Miller

Julte®A!®Miller, Finance Director Brunswick County, North Carolina

APPROVED AS TO FORM — Docusigned by: Bryan W. Batton

Robert MEShaver, Jr., County Attorney / Bryan W. Batton, Assistant County Attorney This is **EXHIBIT A**, consisting of <u>2</u> pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Consultant's Services

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Consultant shall provide services in accordance with the Request for Qualifications, as applicable, and in

accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Initial Meet With County Staff

- A. Consultant shall:
 - 1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
 - 2. Advise Owner of any need for Owner to provide data or services which are not part of Consultant's Basic Services.
 - 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.
 - 4. Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Consultant's judgment meet Owner's requirements for the Project.
- B. Consultant's services under the Initial Meet With County Staff Phase will be considered complete on the date when the final documents to be delivered to the Owner have been determined.

A1.02 Draft Plans and Drawings

- A. After meeting with the Owner, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Consultant shall:
 - 1. Prepare Preliminary Draft documents consisting of SPCC plan form drafts, preliminary drawings, and any necessary supporting documentation required for each location.
 - 2. Provide mapping for SPCC design purposes. Mapping will be based upon information obtained from the County.
 - 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 4. Furnish five review copies of the Preliminary Draft documents and any other deliverables to Owner.

- B. Consultant's services under the Preliminary Draft will be considered complete on the date when the Preliminary Draft documents, and any other deliverables have been delivered to Owner.
- A1.03 Revise Draft Plans and Drawings
 - A. After acceptance by Owner of the Preliminary Design Phase documents:
 - 1. Within fourteen calendar days of receipt, Owner shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.
 - 2. If necessary, a meeting will be scheduled to receive and discuss any comments provided by the Owner. The Consultant shall revise the Preliminary Draft documents and any other deliverables in response to Owner's comments, as appropriate, in accordance with the schedule outlined in Exhibit B.
 - B. Consultant's services under the Revise Draft Plans Phase will be considered complete on the date when all revisions to the draft documents have been determined.

A1.04 Final Plans and Drawings

- A. After acceptance by Owner of the Revised Draft Phase documents, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Consultant shall:
 - 1. Prepare final SPCC plans and drawings for each location that conform to Brunswick County Standards and EPA minimum design standards.
 - 2. Provide three (3) hard copies and one (1) electronic copy in .pdf format on USB stick of all documentation for each location, including technical criteria, written descriptions, and design data, as appropriate, for Owner's use in meeting requirements set forth by governmental authorities having jurisdiction over SPCC plans.
- B. Consultant's services under the Final Design Phase will be considered complete on the date when all appropriate documents have been delivered to Owner.

This is **EXHIBIT B**, consisting of <u>2</u> pages, referred to in and part of the Agreement between Owner and Engineer for **Professional Services**

Payments to Consultant for Services Basic Services - Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services - Method of Payment

- A. Owner shall pay Consultant for Basic Services as follows:
 - 1. A Lump Sum amount based on the following estimated distribution of compensation:

	Amount	Duration
a. Initial Meet With Staff Phase	\$\$2,320	7days
b. Draft Plans and Drawings	\$ <u>\$29,050</u>	<u> </u>
c. Revised Draft Plan and Drawings	\$ <u>\$5,080</u>	<u> </u>
d. Final Plans and Drawings	\$\$3,430	<u> </u>
Basic Services Total	\$ <u>\$39,880</u>	<u> </u>

- 2. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
- 3. The Lump Sum includes compensation for Consultant's services and services of Consultant's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- 4. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services actually completed during the billing period.
- 5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the agreement.
- 6. Effective Date of the Agreement.



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

Action Item # VI. - 1.

Engineering - City of Boiling Spring Lakes Sewer Master Plan Wm. L. Pinnix, P.E. - Engineering Director (William L. Pinnix, P.E.)

Issue/Action Requested:

From:

Request that the Board of Commissioners receive an update on the City of Boiling Spring Lakes Sewer Master Plan prepared by W. K. Dickson & Company, Inc.

Background/Purpose of Request:

Mr. Carter Hubard, P.E., of W. K. Dickson has prepared the City of Boiling Spring Lakes Sewer Master Plan based upon guidance and input from county engineering and public utilities department staff as well as the city manager and city engineer.

This sewer master plan is the blueprint for how sewer should be installed within the City of Boiling Spring Lakes.

Fiscal Impact:

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board of Commissioners receive an update on the City of Boiling Spring Lakes Sewer Master Plan prepared by W. K. Dickson & Company, Inc.

ATTACHMENTS:

Description

City of BSL Sewer Master Plan Presentation WK Dickson D

City of Boiling Spring Lakes Sewer Master Plan

Brunswick County Engineering Department Brunswick County Public Utilities City of Boiling Spring Lakes W. K. Dickson & Company, Inc.

BOILING SPRING LAKES SEWER MASTER PLAN

Nineteen municipalities in Brunswick County

City of Boiling Spring Lakes

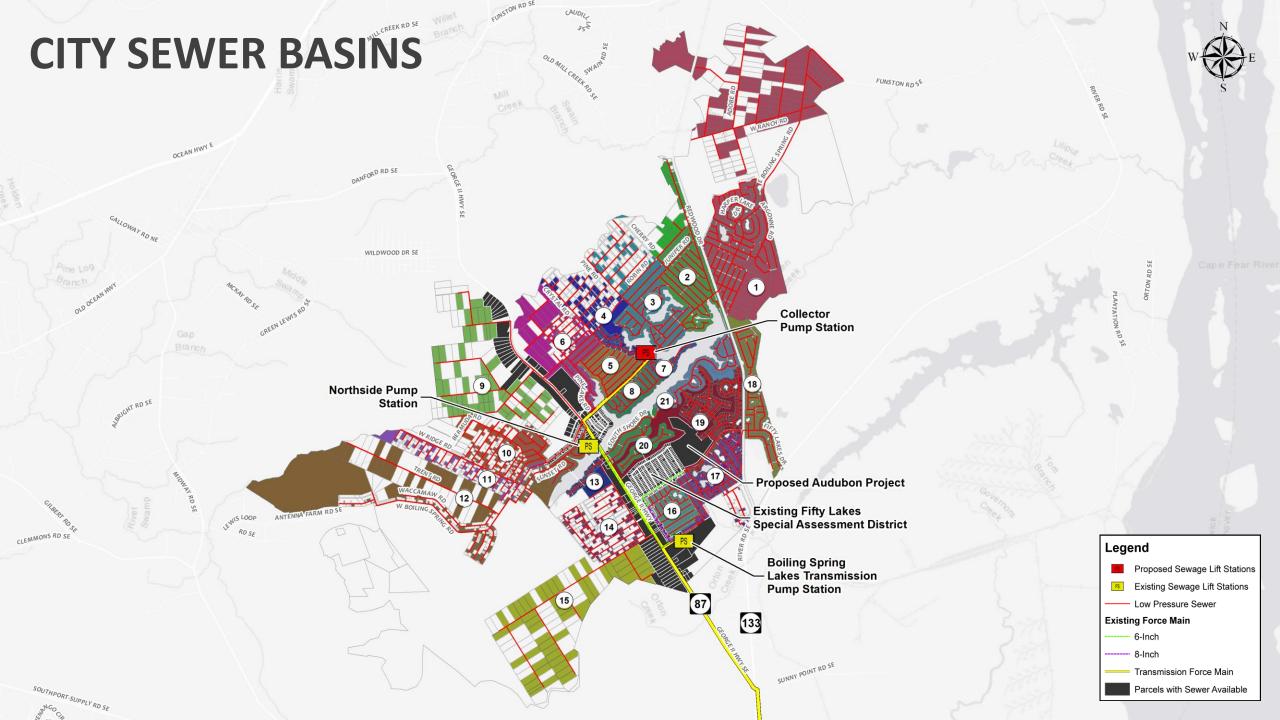
• Largest municipality (by land area) without a sewer master plan

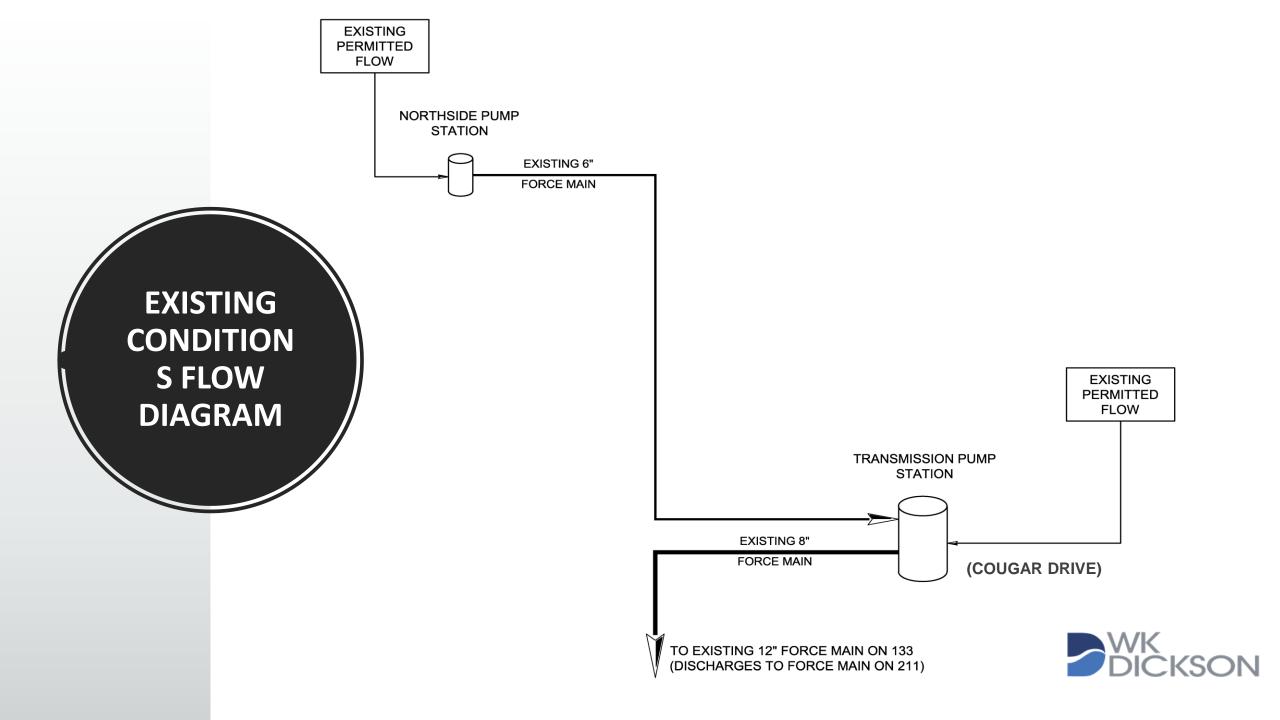
Sewer Special Assessment District (SAD)

- Existing commercial sewer system serves George II Hwy corridor and county schools on Cougar Drive
- Completed in early 2014
- Special assessment district for planned unit and commercial development
- Existing flow allocations for parcels in SAD will not be affected by future sewer plan

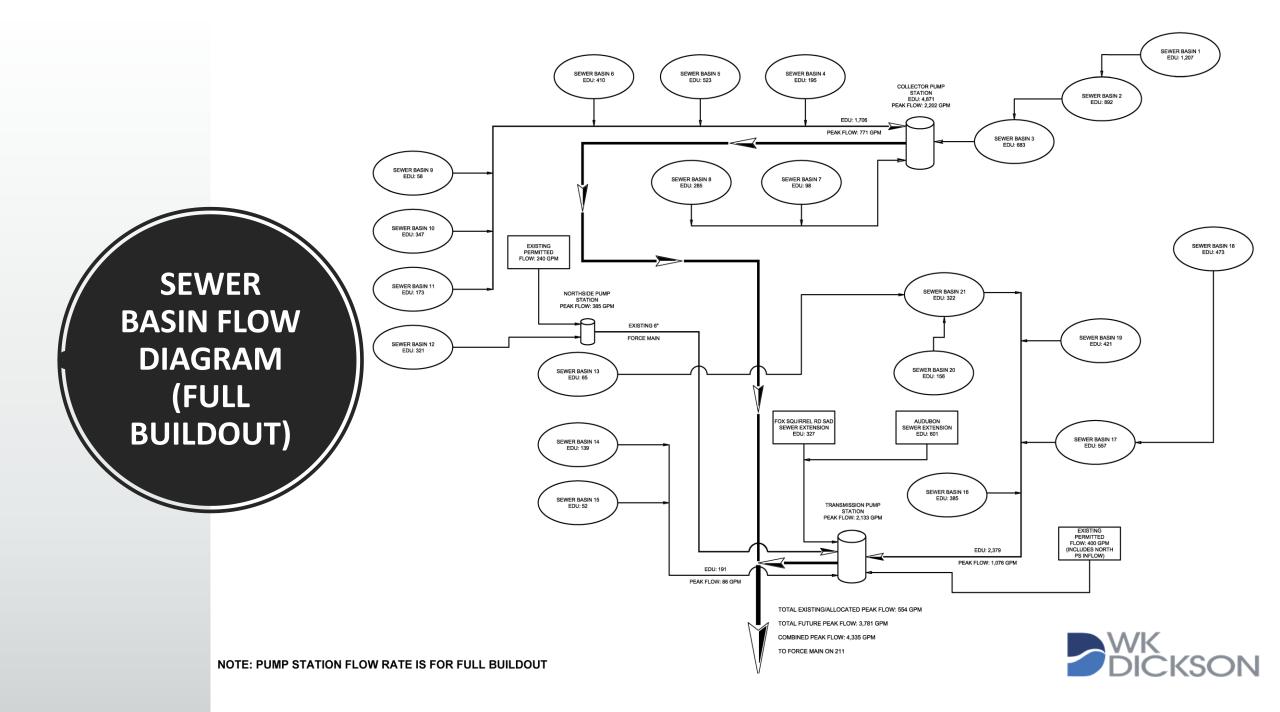
Sewer master plan is a blueprint for sewer basins, routing, sizing, pump station locations, and cost to serve the entire City

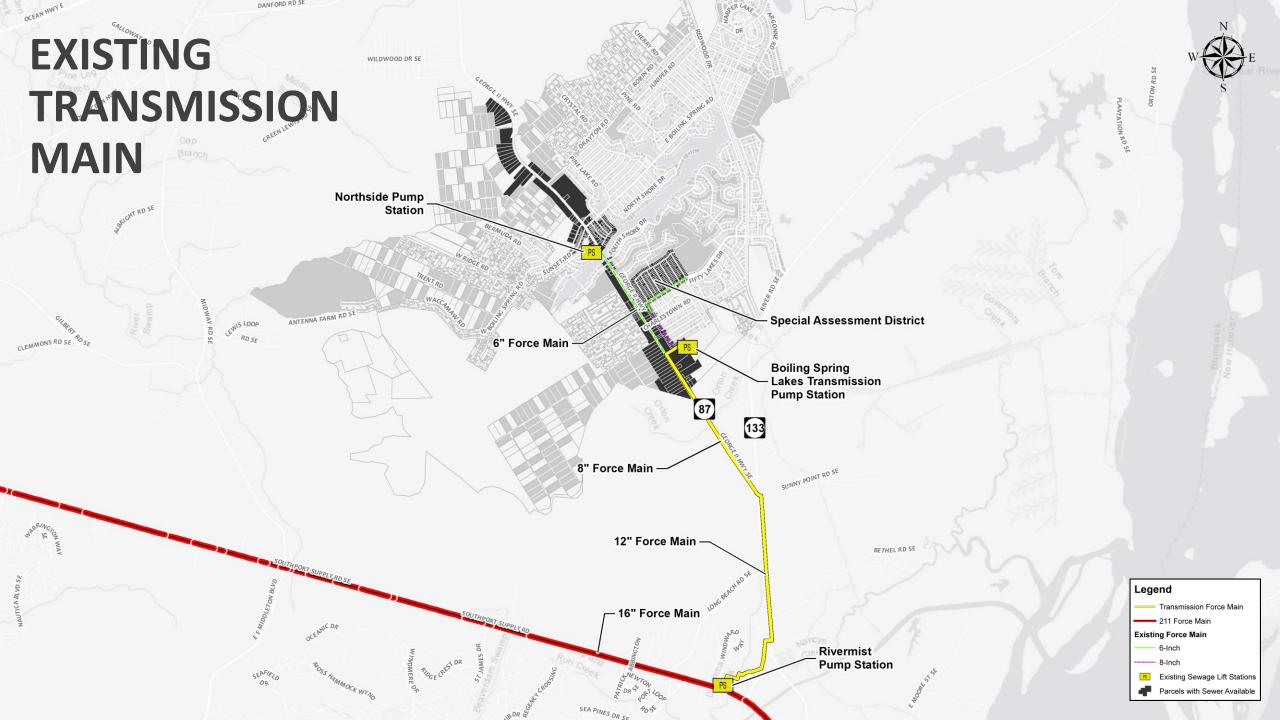


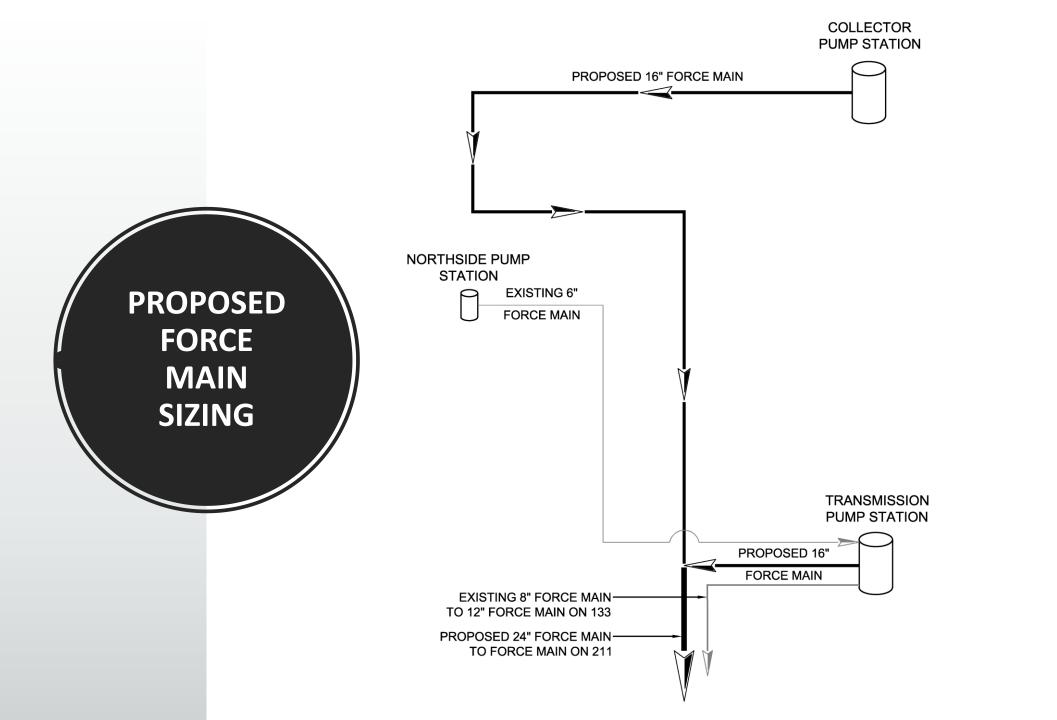














COST ESTIMATE

	2020 Dollars
Low-Pressure Collection System	\$ 34,540,000
Collector Pump Stations and Transmission Force Main to NC 211	\$ 9,834,000
Construction Cost Subtotal	\$ 44,374,000
Easement/Mitigation	\$ 150,000
Professional Services	\$ 5,300,000
Total Project	\$ 49,824,000



FUNDING NEW SEWER COLLECTION SYSTEM

- Special Assessment Districts (SAD)Enterprise Funded (Limited)
- Municipal Funded



<u>CITY OF BOILING SPRING LAKES SEWER MASTER PLAN</u></u>

QUESTIONS??





Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

Action Item # VII. - 1.

Engineering - Courthouse Plaque Discussion (William L. Pinnix, Wm. L. Pinnix, P.E. - Engineering Director P.E.)

From:

Issue/Action Requested:

Request that the Board of Commissioners review preliminary plaque language and proposed plaque location in the lobby of the courthouse honoring Judge Ola M. Lewis.

Background/Purpose of Request:

Based upon discussions with the Clerk of Court, County Legal, County Manager, and the courthouse architect concerning a plaque honoring Judge Ola M. Lewis, the architect has prepared a preliminary plan and plaque for the commissioners' review.

The Clerk of Court has reviewed and approved the preliminary language on the plaque and will provide the final language for the plaque if approved.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

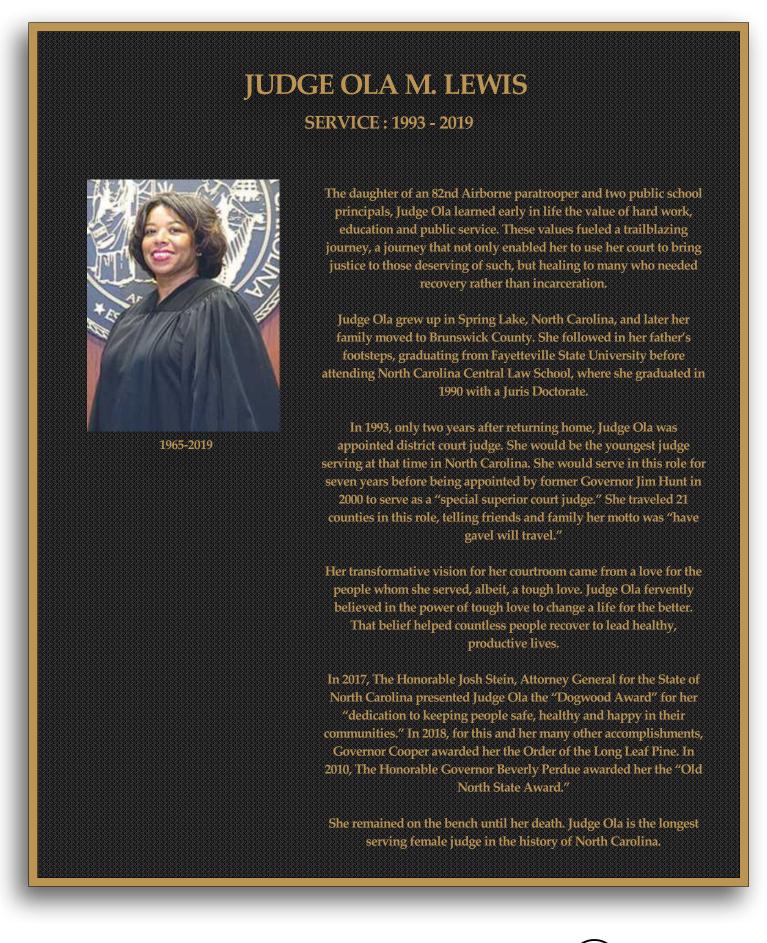
County Manager's Recommendation:

Recommend the Board of Commissioners review preliminary plaque language and proposed plaque location in the lobby of the courthouse honoring Judge Ola M. Lewis.

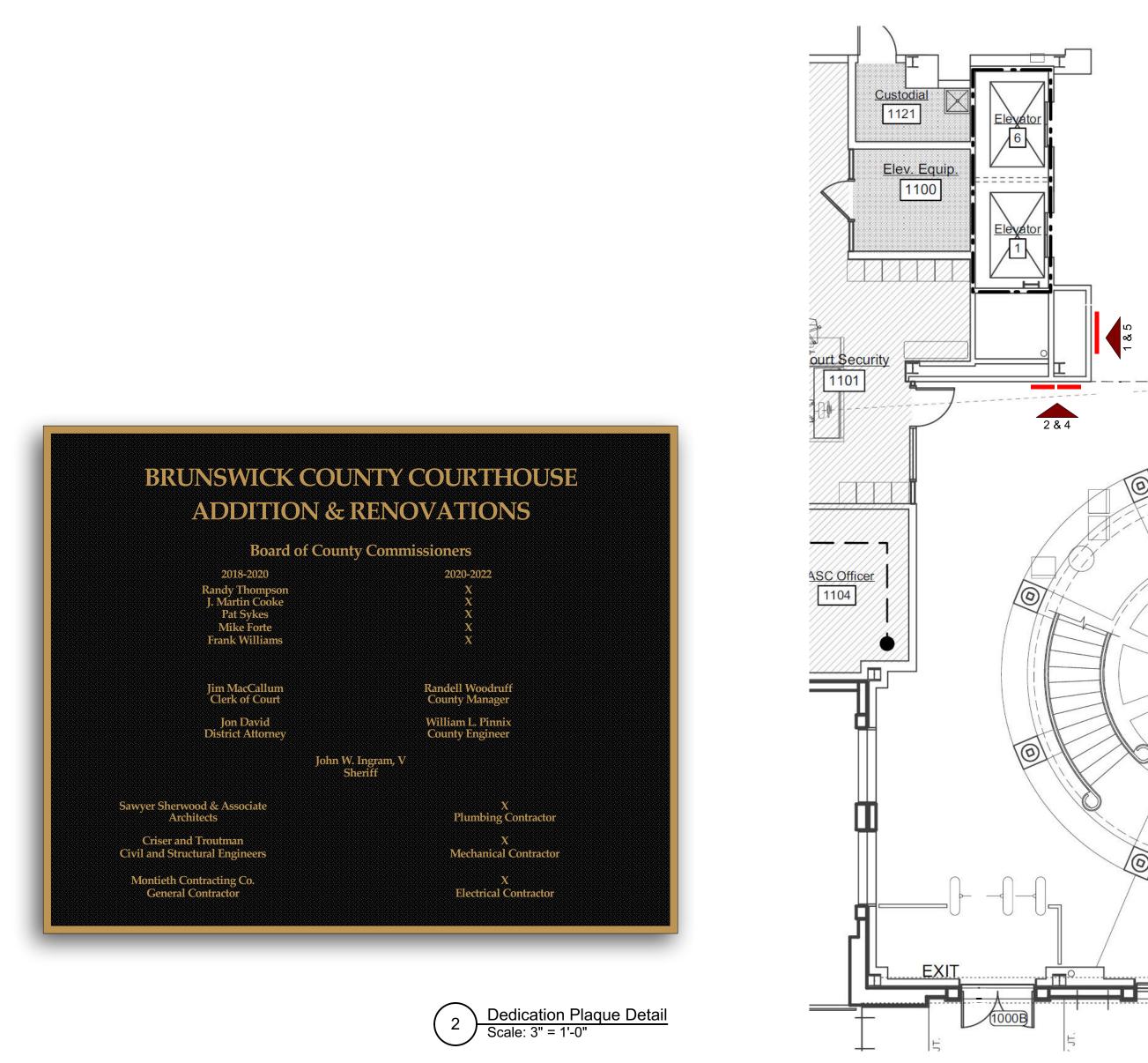
ATTACHMENTS:

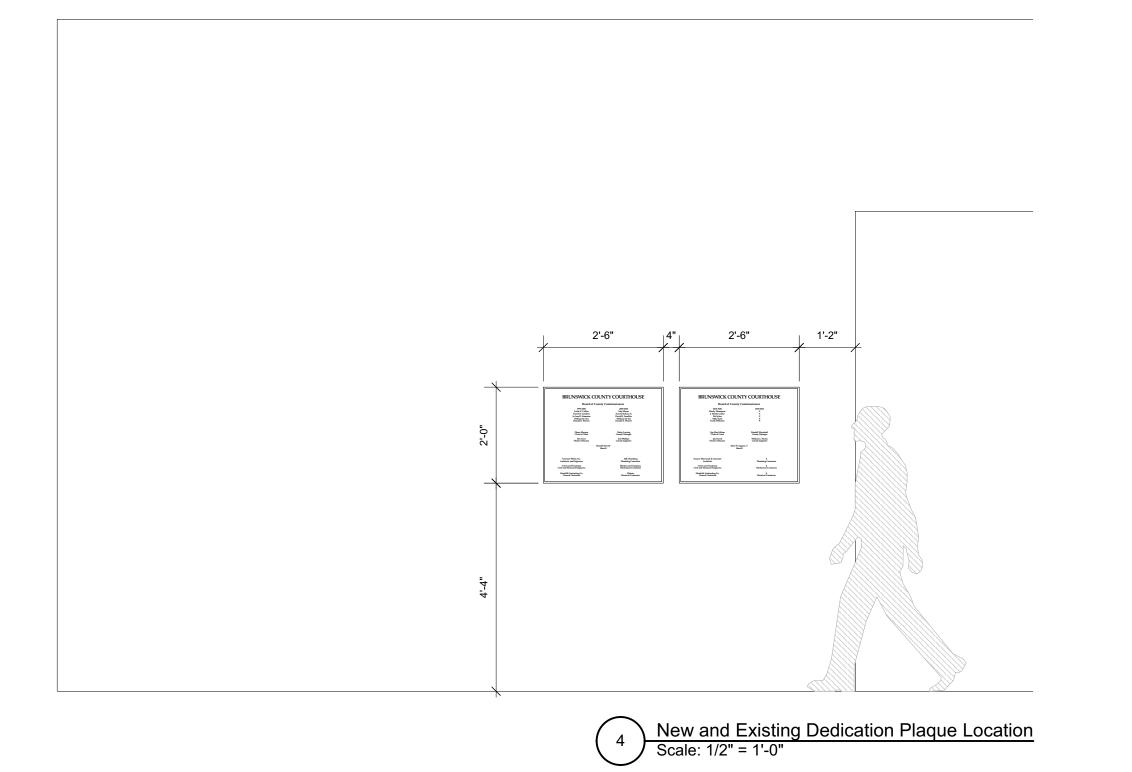
Description

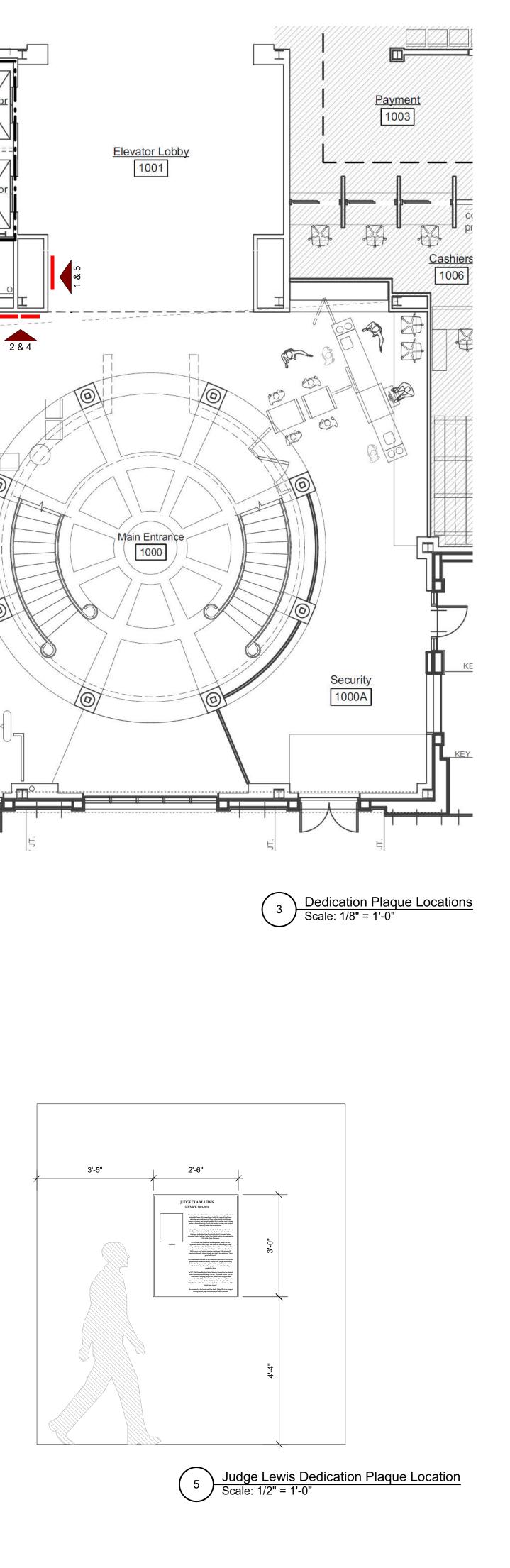
Courthouse Plaque Design and Location SSA Attach (1) D

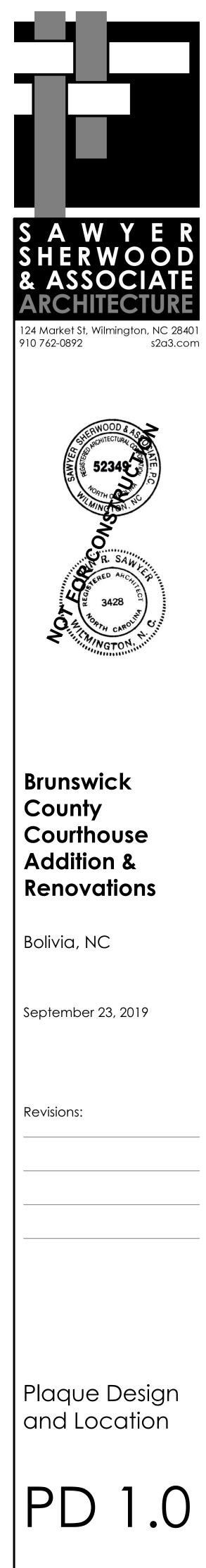


1 Plaque Detail Scale: 3" = 1'-0"









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Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

From:

Action Item # VII. - 2.

Planning - Joint Planning and Parks & Recreation Project (Kirstie Kirstie Dixon (Planning Director) and AaronDixon, Planning Director, and Aaron Perkins, Parks & Recreation Perkins (Parks & Recreation Director) Director)

Issue/Action Requested:

Request that the Board of Commissioners approve a service agreement with McGill Associates, P.A. for the development a community vision and two new plan documents – the Comprehensive Land Use Plan and the Parks and Recreation Comprehensive Master Plan.

Background/Purpose of Request:

The Planning Department and the Parks & Recreation Department have teamed up for an exciting joint project. The project consists of a Community Vision that will guild the development of two new plan documents – a Comprehensive Land Use Plan and a Parks and Recreation Comprehensive Master Plan. Funding for this project is dedicated within the Planning Department's FY 19-20 Budget.

These new plans will be used as policy documents to assist and guide future decisions related to planning, development, zoning, parks, trails, and both passive and active recreation. Planning and Parks & Recreation have a lot of shared goals/objectives/data that will make this a great match for incorporating the planning process together into one. This will allow for shared resources and shared public input initiatives. Overall, this joint project will provide cost-savings, be more efficient, and result in better plans for Brunswick County.

Both the Planning Department and Parks & Recreation Department have the shared goal of updating existing outdated plans. Planning and Parks & Recreation existing plan documents (Visioning Plan, Land Use Plan, & Parks Plan) are outdated and not meeting the communities needs and their vision for the future as there has been many changes in the 10+ years since these plan documents were adopted/implemented. The last land use plan that Brunswick County completed was the Brunswick County CAMA CORE Land Use Plan in 2007 and the last Parks and Recreation Comprehensive Master Plan was completed in 2009. Additionally, this project will satisfy requirements within the North Carolina General Statutes that require local governments to have reasonably updated Land Use Plans.

This joint project is comprised of 5 tasks (Data Collection and Existing Conditions Assessment, Community Visioning & Public Outreach, Comprehensive Land Use Plan, a Parks & Recreation Comprehensive Master Plan, Final Approvals). This joint project will have innovative and grass-roots approaches to public outreach that will create a Community Vision that will be designed to build community consensus to better manage and direct future growth and recreation activities throughout Brunswick County. The Community Vision will guild the development of two new important plan documents – a Comprehensive Land Use Plan and a Parks and Recreation Comprehensive Master Plan.

This project will be multi-jurisdictional and will consist of the unincorporated areas of Brunswick County and participating municipalities. The participating municipalities will include the City of Northwest, the Town of Caswell Beach, and Town of Belville. All participating municipalities will contribute funding to the project and have adopted resolutions. Funding amounts will be based upon population size. Several other municipalities are considering joining this project but have not yet adopted resolutions.

The Planning Department and the Parks & Recreation Department started the search for a firm to assist with the project by posting an RFQ (Request for Qualifications) in October of 2019. After receiving a great response to the RFQ, Planning and Parks & Recreation Staff reviewed the RFQs and selected 4 firms (McGill Associates, P.A., Design Workshop, Holland Consulting Partners, and WithersRavenel) to submit proposals. All four submitted proposals and presented their proposals to the selection committee that consisted of the Parks & Recreation Board Chair Laura Botto, the Planning Board Chair Eric Dunham, Cape Fear COG Local Government Services Director Wes MacLeod, several Planning Staff members, and several Parks & Recreation Staff members. The selection committee selected McGill Associates, P.A. for this project.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations Funds available in the current budget.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve a service agreement with McGill Associates, P.A. for the development a community vision and two new plan documents – the Comprehensive Land Use Plan and the Parks and Recreation Comprehensive Master Plan.

ATTACHMENTS:

Description

- **D** Service Agreement McGill Associates P.A.
- McGill RFP Submittal
- Joint Project RFP
- Belville Resolution
- Caswell Beach Resolution
- Northwest Resolution

NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and McGill Associates, P.A., (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 04/20/2020 (the "Effective Date") and continues in effect until 10/29/2021, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future

information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and knowhow; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

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

24. DISPUTE RESOLUTION

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

25. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

26. NON-WAIVER

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

27. ENTIRE AGREEMENT

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

28. HEADINGS

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

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

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

31. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i.	For the County:	Brunswick County Manager P.O. Box 249 Bolivia, NC 28422 Fax: 910-253-2022
ii.	For the Provider:	McGill Associates, P.A. 712 Village Road SW Shallotte, NC 28470
	With a copy to:	McGill Associates, P.A. Joel L. Storrow, Registered Agent 55 Broad Street Asheville, NC 28801-1943

32. SIGNATURES

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

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By:

Frank Williams Chairman

[SEAL]

MCGILL ASSOCIATES, P.A.

DocuSigned by:

Michael Norton By D7A0A6F4BEE14B6.

Printed Name: Michael Norton

Title: Principal / Shallotte Office Manager

Date: 3/26/2020

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

---- DocuSigned by:

Mie A. Miller

Julie9A18Miller, Finance Director Brunswick County, North Carolina

APPROVED AS TO FORM

-DocuSianed by: Bryan W. Batton

Robert আ Staver, Jr., County Attorney / Bryan W. Batton, Assistant County Attorney

EXHIBIT "A" SCOPE OF SERVICES/FEES

SCOPE

Task #1 - Data Collection and Existing Conditions Assessment

The selected consultant will collect all data necessary to complete a comprehensive review and complete an assessment of the project area that includes benchmarking of comparable counties in the Southeastern United States. Consultant will be reliant on data that is readily available from state, regional and local agencies, and defining the types and formats of additional data requested from Client. Such data inventory requests of Client will range from GIS shapefiles to existing plans and studies.

Relevant data includes but is not limited to the following:

- Population and related demographics data and trends including seasonal population;
- Growth-related data, trends, and projections;
- Employment, Tourism, Economy, and Economic Development data and related trends;
- Transportation;
- Community Services, Education Systems, and Facilities;
- Parks and Recreation Services;
- Natural Environment and related features;
- Housing;
- Community Character, as defined/delineated by the County;
- Existing land uses and current zoning;
- Available infrastructure and existing utility easements (Water, sewer, electricity, etc.);
- Adopted plans and policies:
 - The current Brunswick County Parks and Recreation Comprehensive Master Plan;
 - The current Brunswick County CAMA Core Land Use Plan;
 - Other adopted plans and policies s such as the Brunswick County Trail Plan and the Brunswick County Agricultural Development Plan, Regional Hazard Mitigation Plan;
 - Projects in the works such as Holden Beach Causeway Transportation Corridor Study and the Hazard Mitigation Plan Update;
 - Plans, studies, and policies by other Federal. State, and Local Agencies including Sunny Point Joint Land Use Study, Brunswick Transit Community Connectivity Plan, NC 211 Corridor Feasibility Study (East Coast Greenway), Planned road improvements projects, and all transportation plans and policies: and
 - Utility Plans from Brunswick County Utilities, Sanitary Districts, and municipal sources;
- Potential construction limitations (zoning, flood zones, protected species, wetlands, historic sites, etc.):
- Inventory of resources may include the following:
 - Public Transportation Routes:

- Public Facilities;
- Schools;
- Railroads;
- Military Sites (Sunny Point MOTSU and Switchyard);
- Recreational Facilities (Private, Municipal, & Brunswick County):
- · Greenways, Blueways, Trails, & State Bike Routes;
- Existing Recreational Activities, Program s, and Services;
- NC Wildlife Green Growth Toolbox Conservation Data;
- Conservation Areas; and
- Historical Sites/Areas;
- Brunswick County Park and Recreation Service Area & Current Staffing Profile;
- In-house Planning Team Research (i.e., On-Street Parking);
- Public Input Information (Task #2); and
- Other necessary data as required by Brunswick County.

Note that much of this data is easily accessible or available from Brunswick County, the Grand Strand MPO, the Wilmington MPO, the Cape Fear RPO, and the North Carolina Department of Transportation. Where needed, Planning and Park Staff will assist the selected consultant with locating and obtaining data; however, the consultant will be responsible for verifying key attributes of all datasets. Fieldwork may be needed to verify data assembled for the project.

Task #2 - Community Visioning & Public Outreach

Brunswick County envisions an innovative and grass-roots approach to public outreach and to the Community Visioning Strategy for Brunswick County and participating municipalities. Both should be designed to build community consensus to better manage and direct future growth.

Public Outreach

Public Outreach is essential to the project and is envisioned to be diverse and inclusive with many opportunities for public involvement and stakeholder input. Staff envisioned joint public outreach opportunities for the Community Vision, the Comprehensive Land Use Plan, and the Parks and Recreation Comprehensive Master Plan. Public participation will guide the development of both plans and ensure that future development is consistent with the Community Vision. Public outreach sessions should be comprehensive and efficient by combining public input into the same session. This will reduce the number of meetings the public will have to attend and gain the most input. County Staff can be available as needed to assist with meeting logistics, preparing meeting materials, attending meetings, and assisting with the public at meetings.

At minimum the following the public outreach components should be included:

- Parks & Recreation Community Needs Assessment Survey
- Kick-Off Meeting with County Staff and participating Municipalities;
- A minimum of four (4) Steering Committee Meetings;
- Meeting with each County Elected Official (5 individual meetings)
- Public Outreach Sessions at minimum to include the following:

- Five (5) public outreach sessions ensuring one is located within each of the county electoral districts.
- One (1) public outreach session for each participating municipality.
- Public outreach sessions in each of the County Focus Areas in Brunswick County. Some sessions may be able to be combined and strategically located to reduce the total number of sessions.
- A minimum of twenty (20) Focus Group Sessions including follows:
 - Brunswick County Parks & Recreation Staff(1)
 - Brunswick County Planning Staff(1)
 - Brunswick County Officials (3)
 - Elected Officials from each participating Municipal (3)
 - Brunswick County Parks & Recreation Advisory Board (1)
 - Other Area local governments & Local Parks & Recreation Departments (4)
 - Park & Recreation Stakeholders (3)
 - Special interest groups (4)
- A minimum of five (5) public outreach sessions located in each electoral district designed to present Parks and Recreation Comprehensive Master Plan and the Comprehensive Land Use Plan to the public.
- Final presentations related to final plan approvals. This includes final presentations by the Consultant of each plan to decisionmakers including the Board of Commissioners for plan adoption (Task #5).

The following are public outreach opportunities envisioned by Brunswick County:

- Parks & Recreation Community Needs Assessment Survey Conduct a Parks & Recreation Community Needs Assessment Survey with a random sampling of 500 minimum responses.
- Surveys

Conduct planning and park-related survey(s) to gather input from the public on topics such as parks, recreation, growth, and land use.

- Project Website

A dedicated website for the overall project that will have to provide up-to-date information on both plans and public outreach opportunities. The consult ant will create and maintain the website for the length of the project.

- Online Platforms

Utilize online platforms to gather public input including social media platforms, websites, surveys.

- In-Person

Community Events, Senior Centers, Boy Scouts, and local committees.

- Reaching a Variety of Generations

Provide outreach & public engagement opportunities to a variety of ages that include gathering input from seniors, parent s, and youth through existing community resources such as Senior Centers, schools, Boy Scouts, Cooperative Extension, 4-H, local sporting events, and the local Community College.

- Stakeholder Outreach

Provide outreach and public engagement opportunities to a variety of community stakeholders involved in agriculture, development, community development,

housing, sports programming, recreation groups, and special interest groups.

It is reasonably assumed and intended that the Public Outreach Sessions will be combined and strategically located to reduce the total number required. The venue selection will also be intended to capture combined efforts. As such, our proposal is based on capturing various inputs consecutively, with the following preliminary meeting schedule (not yet date specific) in mind:

- (Tues-Wed, Date TBD) Kickoff; Steering Committee (SC) Mtg #1; Elected Officials Mtgs (5 Independent Sessions)
- Surveys & Discovery/Input Gathering Proceeding following Kickoff
- (Tues-Fri, Date TBD) SC Mtg #2; Public Outreach (3 Districts Independently & Participating Municipalities in applicable district); 20 Focus Group Mtgs
- Planning/Visioning Development Proceeding
- (Tues-Fri, Date TBD) SC Mtg #3; Public Outreach (Final Districts Independently & Participating Municipalities in applicable district)
- Plan Development Continues and incorporates more data inputs
- (Tues-Wed, Date TBD) SC Mtg #4; Public Outreach; Final inputs; Central Location

These arrangements are intended to be sufficient for satisfying all such project-related input meetings noted in each project task. Additional meetings, public sessions and related services may be arranged through supplemental agreements as desired by Client should the need for such arise.

Community Vision

The Community Visioning component is essential to the project and is envisioned to guide the development of both plans, guide future development, and assist with future decision-making within Brunswick County and participating municipalities. The Community Visioning shall be included in both plans and presented to the Steering Committee and all the Governing Bodies.

The Community Visioning should be designed to include the following components:

- A Future Vision for Brunswick County;
- Community Identity and Desires for the Future;
- Identify Core Community Values;
- Address Growth Management;
- Recognize the Entire Community;
- Address Emerging Trends and Issues.

Task #3 - Comprehensive Land Use Plan (10-year)

The County envisions a new comprehensive land use plan called *BLUEPRINT* Brunswick - A Framework for the Future. This 10-year plan should share a common vision and be collaborative with the new Parks and Recreation Comprehensive Master Plan (Task #4). This plan should be based upon the Community Visioning (Task #2) as well as meet all land use planning requirements set forth by the CAMA Division of the N.C. Department of Environmental Quality. This plan is anticipated to include the following elements:

- Data Collection and Existing Conditions Assessment (Task #1).
- Public Outreach (Task #2).
- Overview of the Community Visioning (Task #2).
- Focus on and examine all the participating municipalities and five (5) County Focus Areas:
 - These focus areas may need an additional public input meeting (covered as part of planned sessions or arranged as additional services) and have specialized maps, goals, objectives, recommendations, and action items.
 - County Focus Areas will include the following:
 - o NC 211 Corridor;
 - o US 74/76 Corridor, (intersection at US 74/76 & Lanvale Road);
 - o US 17 & 1-140 Bypass Junction (including the Hazel Branch area):
 - o Carolina Bays Parkway (exact route TBD Spring 2020); and
 - o NC 130 & the Holden Beach Causeway.
- Utility growth strategies for water/sewer availability as well as policies from Brunswick County Utilities, the Sanitary Districts, and municipal sources.
- Current development trends and growth-related impacts and constraints.
- Emerging trends and related issues.
- Ensure Consistency with the following:
 - NC Flood Risk Information System and the National Flood Insurance Program Community Rating System (CIS);
 - · Coastal Area Management Act (CAMA) requirements;
 - Brunswick County's partner transportation agencies plans and policies including the Wilmington Metropolitan Planning Organization (WMPO), Grand Strand Area Transportation Study (GSATS) the Cape Fear Rural Transportation Planning Organization (Cape Fear RPO), and Brunswick Transit; and
 - Incorporation of existing plans and studies completed recently in Brunswick County;
- Plan goals, objectives, recommendations, and action items that are seamless and collaborative with the new Parks and Recreation Comprehensive Master Plan (Task #3);
- Graphics and illustrations; and
- Maps including land use, suitability, growth, development, and a new future land use map, municipalities, and the five (5) County Focus Areas.

Task 4: Parks and Recreation Comprehensive Master Plan (10-Year)

Brunswick County envisions a new Parks and Recreation Comprehensive Master Plan as a collaborative effort between the public, consultant, staff, and County officials. This plan should share a common vision and be collaborative with the new Comprehensive Land Use Plan.

This plan should have a planning horizon of 10-years and is anticipated to include the following elements:

- Data Collection and Existing Conditions Assessment (Task #1).
- Public Outreach (Task#2).

- Overview of the Community Visioning (Task #2).
- Brunswick County Parks & Recreation System Inventory & Assessment:
 - Parks & Recreation Community Needs Assessment Survey
 - Inventory and evaluation of the existing systems & facilities including the following:
 - o Active recreation & related programming;
 - o Passive recreation & related programming;
 - o Public recreation facilities within Brunswick County; and
 - o Private recreation facilities within Brunswick County.
 - Staffing assessment that includes an inventory current staffing and evaluation of future needs based upon projected future growth and needs;
 - A future needs assessment includes components such as recommendations, benchmarking, level of service standards, and a guide for future recreation facilities; and
 - Budget assessment.
- Plan goals, objectives, recommendations, and action items that are seamless and collaborative with Task #2 And Task #3:
 - Recommendations on the following:
 - o New Facilities;
 - o Renovation;
 - o Service Areas;
 - o Land Acquisitions;
 - o Staffing; and
 - o Operations.
- Financial Report & Recommendations:
 - Capital/Developmental;
 - Operational;
 - Revenue Potential; and
 - Alternative Funding Recommendations.
- Graphics, Illustrations, and Maps.

Task #5: Final Approvals

Following a review by Brunswick County Staff, the consultant will provide an overview presentation to the committee at one of their meetings. The committee will review and endorse a final version of each plan. A final presentation shall be prepared for plan adoption and taken to the following boards:

- All participating Municipalities (Governing Boards, Planning Board, Park &
- Recreation Boards)
- Brunswick County Parks & Recreation Advisory Board
- Brunswick County Planning Board
- Brunswick County Board of Commissioners for their consideration and plan adoption.
- Brunswick County Staff can assist with additional endorsements by taking it to local committees and boards as needed.

PROJECT DELIVERABLES

Project deliverables that should be completed by the selected firm include the following:

- Project updates to County Staff as follows:
 - Weekly or bi-weekly project conference calls to be held throughout the project, with meeting agendas and minutes provided by the selected firm.
 - Ongoing action item list maintained by the firm. Template and procedure for formal reporting of issues provided by the firm.
- Final Report that summarizes the engagement.
- Community Vision from Task #2 with the following deliverables:
 - <u>Three (3)</u> full hardboard presentation boards (36x48) featuring the Brunswick County Community Vision.
 - An electronic version of the Presentation Board. The format is required to be in Microsoft Word, pdf, or HTML formats.
- Comprehensive land use plan called *BLUEPRINT Brunswick* A Framework for the Future from Task #3 with the following deliverables:
 - <u>Twentv-five (25)</u> printed copies of the proposed plan document for review by boards.
 - <u>One (1)</u> hard copy of the proposed plan document for review by boards that is ready duplication
 - <u>Seventy-five (75)</u> printed copies of the final approved *BLUEPRINT Brunswick -A Framework for the Future* Plan document inbound 8.5"*11" format with appropriate maps, foldouts, etc.
 - <u>One (1)</u> hard copy of the final approved plan for ready duplication.
 - <u>One (1)</u> laminated full hardboard presentation board (36x48) featuring the BLUEPRINT Brunswick- A Framework for the Future Plan.
 - <u>One (1)</u> laminated full hardboard presentation board (36x48) featuring the Brunswick County Future Land Use Plan Map.
 - A final presentation with the plan overview that includes a plan overview and maps.
 - Electronic versions of all final plan documents and files including:
 - The format of the plan documents is required to be in Microsoft Word, pdf, or HTML formats.
 - The electronic presentation of the proposed plan. The format required is Microsoft PowerPoint.
 - Presentation Board Electronic format. The format required is Microsoft Word, pdf, or HTML formats.
 - Final Plan Document. The format of the final plan documents/ report is required to be in Microsoft Word, pdf or HTML formats.
 - All tables from the Final Plan Document. The format of the tables is required to be in Microsoft Word or Microsoft Excel and pdf formats.

- o All maps from the Final Plan Document such as:
 - The format of the maps is required to be in pdf.
 - GIS Files for all maps. Data shall be in the North Carolina State Plane, NAO 1983, feet coordinate system (WELLKNOWN ID 2264) and be comprised of an ESRI file geodatabase.
- Parks and Recreation Comprehensive Master Plan from Task #4 with the following deliverables:
 - <u>Twenty-five (25)</u> printed copies of the proposed plan document for review by boards.
 - <u>One (1)</u> hard copy of the proposed plan document for review by boards that is ready duplication
 - <u>Fifty (50)</u> printed copies of the final approved Comprehensive Master Plan document inbound 8.5"*11" format with appropriate maps, foldouts, etc.
 - One (1) hard copy of the final approved plan for ready duplication
 - <u>Two (2)</u> full hardboard presentation boards (36x48) featuring the Brunswick County Parks & Recreation Service Area Profile.
 - <u>Two (2)</u> full hardboard presentation boards (36x48) featuring the Brunswick County Parks & Recreation Park Inventory Map.
 - A final presentation with the plan overview that includes a plan overview, profiles, and the inventory map.
 - Electronic versions of all final plan documents and files including:
 - The format of the plan documents is required to be in Microsoft Word, pdf, or HTML formats.
 - The electronic presentation of the proposed plan. The format required is Microsoft PowerPoint.
 - Presentation Board Electronic format. The format required is Microsoft Word, pdf, or HTML formats.
 - Final Plan Document. The format of the final plan documents/report is required to be in Microsoft Word, pdf or HTML formats.
 - All tables from the Final Plan Document. The format of the tables is required to be in Microsoft Word or Microsoft Excel and pdf formats.
 - All maps from the Final Plan Document such as:
 - The format of the maps is required to be in pdf.
 - GIS Files for all maps. Data shall be in the North Carolina State Plan e, NAD 1983, feet coordinate system (WELLKNOWN ID 2264) and be comprised of an ESRI file geodatabase.

FEES

Scope of Services shall be provided for a Lump Sum Fee of \$220,000. Provider shall submit monthly invoices to Client as work progresses. Additional services to accommodate scope modifications may be addressed through supplemental agreements as desired by Client should the need for such arise.

Brunswick County

RFP – Planning and Parks and Recreation Plan Project







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PREPARED FOR

Aaron Perkins, Parks and Recreation Director Kirstie Dixon, Planning Director Brunswick County 20 Referendum Drive, NE (Building G) Bolivia, NC 28422

PREPARED BY

McGill Associates, PA 712 Village Road SW, Suite 103 Shallotte, NC 28470 910.755.5872 mcgillassociates.com



February 13, 2020

Aaron Perkins, Parks and Recreation Director Kirstie Dixon, Planning Director Brunswick County 20 Referendum Drive, NE (Building G) Bolivia, NC 28422

RE: Proposal Comprehensive Land Use Plan and Parks and Recreation Comprehensive Master Plan Brunswick County

Dear Mr. Perkins and Ms. Dixon:

We appreciate the opportunity to submit this proposal in support of the County's efforts to develop BLUEPRINT Brunswick – A Framework for the Future along with the County's Parks and Recreation Comprehensive Master Plan. The McGill team offers decades of experience in planning for strategic growth, land use, infrastructure, and parks and recreation. Our team is excited to continue work with each of you, as well as your departments, Board of Commissioners, Parks and Recreation Advisory Board, appointed Steering Committee, and the community at-large to fashion a plan intentionally formulated through our community's input and vision.

We are proposing a methodology that will allow the plans to be catered more directly to the unique nature of Brunswick County. As you review our approach, you will notice that the outcomes will be established based on existing factors in the community rather than a template or fixed method that is more general and common to numerous communities, making these plans especially tailored to the existing realities of our County.

McGill's project team is comprised of engineers, coastal management professionals, landscape architects, planners, former parks and recreation directors, experienced facilitators, public input specialists, and geospatial experts. For this project, we have assembled a team with a depth and breadth of multiple resource talents. Our core McGill team will be supported by Meg Nealon of Nealon Planning, Matt Noonkester and Ian Varley of City Explained, Inc., Sealy Chipley of Chipley Consulting and Roger Henderson of Ramey Kemp & Associates. Our comprehensive team has been strategically selected to address all aspects of your project needs. Though some members may play only minor roles, we feel their input and inclusion in areas of expertise will help us capture the broadest perspectives in these comprehensive planning efforts.



The enclosure is intended to address the scope and deliverables as issued on January 17, 2020. It will be our intent to work with you in scheduling community public outreach sessions in the most efficient manner possible, while making sure to adequately accommodate all focus groups. We will maintain flexibility in our approach to respond effectively should scope needs change along the way.

I will serve as your Project Manager and will maintain regular and frequent communications for the project duration. I will be your point of contact through which to communicate regarding all issues relating to this proposal through acceptance and will be responsible for oversight and management of the scope of work detailed herein. We are sure to have dialog following completion of the project as community initiatives and projects unfold, using the guidance created by this planning effort.

McGill has soundly demonstrated our financial stability during the past 35 years of operation. We carry a minimum of \$3,000,000 errors and omission insurance, and we have a firm financial standing with First Citizens Bank, our principal bank. Furthermore, we have \$1,000,000 general liability coverage and meet state requirements for workers compensation insurance. Both our general liability and our workers compensation insurance have further coverage under a \$5,000,000 additional liability umbrella. Enclosed is a Certificate of Liability Insurance, and we will provide the County any additional confirmations, as needed, prior to contract execution.

McGill follows MBE/DBE procedures and processes to encourage the involvement of MBE/DBE firms in our projects, as applicable. Our processes also comply with all requirements of state and federal agencies that are providing funding for our projects.

As an authorized representative of McGill, I agree to Brunswick County's terms and conditions detailed in the RFP. We look forward to an upcoming interview for further discussion of our team and approach should we be fortunate to serve you on this project. In the meantime, please let me know if you discover any questions related to this submittal that need attention ahead of that appointment.

Sincerely, MCGILL ASSOCIATES, PA

MICHAEL NORTON, PE Principal / Shallotte Office Manager

01 | Firm Overview

Primary Contact

Michael Norton, PE

Principal / Shallotte Office Manager, McGill michael.norton@mcgillassociates.com

How We're Different

McGill serves public and private clients throughout the Southeast. The range and depth of McGill's expertise includes a wide spectrum of engineering services, land planning and recreation, as well as consulting services. Our foundation is built on creating comprehensive solutions in a personal way. Collaboration is the key to our success and clients are an integral part of every project at McGill.

By building lasting relationships with communities, we understand our clients' visions and project goals. Our dedicated project team focuses on delivering a customized solution for each unique community. We help our clients identify challenges, formulate responsive solutions, and manage successful project completion. Through partnership, we shape the best results for each client and community.

At a Glance

Legal Name: McGill Associates, PA Incorporated / Year: 1984 Business Type: Corporation Number of Offices: 9 Number of Employees: 145

Office Locations



Local Office:

712 Village Road SW, Suite 103, Shallotte, NC 28470 910.755.5872

What We Do

- Land Planning and Recreation
- Consulting Services
- Civil Engineering
- Water Resources
- Water and Wastewater
- Permitting
- Solid Waste
- Electrical Engineering
- Mechanical, Electrical, and Plumbing
- Survey and Construction
- Stormwater Management
- Environmental

Brunswick County | Comprehensive Land Use Plan and Parks and Recreation Comprehensive Master Plan

3



Contact

Meg Nealon, AICP, PLA President megnealon@nealonplanning.com

Office Location

Post Office Box 2552 Hickory, NC 28603 828.848.4071 | nealonplanning.com

Services: Comprehensive Planning (30%)

Nealon Planning, PLLC (Nealon Planning) is a woman-owned consultancy assisting clients who seek creative ideas to strategically manage change. Established by Meg Nealon, AICP, PLA, an experienced community planner and landscape architect, Nealon Planning approaches each project with the intent of defining a realistic vision for the future. Nealon Planning specializes in developing public policy and design solutions, considering the natural and cultural heritage of each location to achieve economic prosperity. By balancing the desires of a community with the complexities of economic and environmental conditions, plans are created that are both aspirational and implementable.

City Explained, Inc.

Contact

Matt Noonkester, AICP President matt.noonkester@city-explained.com

Office Location

101 South Tryon Street, Suite 2700 Charlotte, NC 28280 919.6061620 | city-explained.com

Services: Modeling and Visualization (6%)

City Explained, Inc. (City Explained) is a relatively new firm built on the drive and energy of its founder, Matt Noonkester, AICP, and an unwavering commitment to clients and quality projects. It was started because "business" was getting in the way of "projects" and the firm identified a real need to be more creative, more flexible, and more entrepreneurial in projectthinking and project execution.

City Explained, Inc. replaces overhead and administration with production and innovation. And the results have been immediate plan consensus in tough areas to work, new standards for creating high-quality deliverables, invitations to present our work at national conferences, and award-winning work assignments coming in from all over the United States.



Brunswick County | Comprehensive Land Use Plan and Parks and Recreation Comprehensive Master Plan



Contact

Sealy Chipley Principal sealy@chipleyconsulting.com

Office Location

1 Haywood Street, Asheville, NC 919.606.4366 | chipleyconsulting.com

Services: Market Analysis (3%)

Chipley Consulting (Chipley) is a woman-owned firm based in Asheville and Raleigh. Chipley offers a range of economics, planning, and communications services. The firm assists public and private decisionmakers with local and regional economic analyses, including market assessments and economic impact assessments. The firm's value lies in delivering concise and perceptive information to help clients make effective and efficient decisions.

Chipley's primary objective is to answer the questions its clients have, such as: How fast is your local area growing? Is your community keeping up? What makes your economy unique? How can you leverage your assets to improve your town's prospects for the future? Chipley tailors each project to the local area to meet the client's needs.





Contact

Roger Henderson, PE Principal rhenderson@rameykemp.com

Office Location

5808 Faringdon Place #100, Raleigh, NC 27609 919.872.5115 | rameykemp.com

Services: Transportation Planning (1%)

Ramey Kemp & Associates, Inc. (RKA) is a transportation engineering, planning, and design firm that combines a wealth of experience and multi-disciplinary capabilities to provide quality engineering and design services throughout the Southeast. RKA was incorporated in North Carolina in 1992 and has grown from one employee to a current staff of 41 employee owners.

RKA has provided transportation consulting services throughout the Southeast for over 25 years. The firm's staff has formed long-standing relationships with county and municipalities' staff, state departments of transportation staff, members of municipal planning boards and commissions, educational institutions, and numerous local boards of education. With extensive experience in traffic engineering, transportation planning studies, traffic data collection, traffic impact studies, traffic signal design, sidewalk design, bus stop and transit design, traffic control and pavement marking plans, roadway and drainage design, and environmental studies, the RKA team has the expertise and commitment to successfully complete any related project.

02 | Project Approach Statement

Introduction

McGill understands that Brunswick County is experiencing significant growth pressure and has responded by proactively planning to ensure that the County continues to provide high-quality services to its existing and future residents. In order to adequately shape the future of Brunswick County, it is necessary to plan for the desired outcomes the County hopes to achieve over the next ten years. As the southernmost county of North Carolina and as one of the state's most prominent coastal communities, Brunswick County is positioned to flourish. As the fastest-growing, non-urbanized county in the state and one of the fastest growing regions of the US with an anticipated population of over 200,000 over the next 20 years, the County will need to manage growth and provide for the park and recreation amenities that are so vital to the quality of life expected by those choosing to live in this active coastal region.

The County's thriving tourism economy, lifestyle options, and mild climate are key reasons for the County's growth. In addition, the quality of life and variety of housing and neighborhood choices enhance the appeal. Brunswick County is also home to unique natural assets—there are multiple lakes, rivers, and creeks, barrier islands, tidal marshes, a state wildlife preserve, the Atlantic Intracoastal Waterway, and more—which contribute to the identity and attractiveness of the County.

Brunswick County has transformed to a nationally known vacation destination featuring popular beach communities, golf course communities, historic towns, and vibrant commercial hubs. As a highly desired retirement destination the County's population is continuing to grow.



Brunswick County

A recent University of North Carolina demographic analysis reports that 53% of the County's residents are from out of state, primarily relocating here from Florida, Virginia, South Carolina, New York, and California. As the County seeks tools to manage growth and conserve the assets that distinguish Brunswick in the region, a comprehensive development plan will be essential to guide County leaders' decisions and move Brunswick County toward its envisioned future. Long-time and new residents alike will have specific ideas regarding future growth, and this planning process will provide an opportunity for residents and other stakeholders to voice opinions about the physical, social, and economic components of the County as it changes over the next decade.

Through this planning process, the County has an opportunity to engage the community in dialog about the future and define the pattern of development that will meet community expectations, while generating the revenues necessary to provide supporting infrastructure, quality services, and a high standard of living. McGill has extensive experience developing and managing comprehensive management plans for counties experiencing heavily concentrated and fast-paced growth, particularly in North Carolina. We have developed strategies to direct growth in the areas desired for economic development, while preserving much of the natural and cultural heritage that make the County a desirable place for its residents. While diversity is an asset, it can also lead to conflicting viewpoints and questions of equity that impose challenges to determining strategies for future conservation, economic development, and growth management. Our team has the talent needed to mediate conflict and find resolution.

Understanding

McGill understands that the County's efforts to complete the comprehensive land use plan, BLUEPRINT Brunswick, will run parallel to the development of the Parks and Recreation Comprehensive Master Plan. McGill envisions its role to be that of professional planning guides and developers, helping to forge complementary plans in close collaboration with the County, its citizens, and its key decision makers. McGill understands the County desires to engage a team that can develop a feasible, working comprehensive land use plan and parks and recreation comprehensive master plan. The focus of this project will be to formulate plans that provide the County with proactive measures that can result in seeing that plan initiatives come to fruition. These plans will be used to guide policy documents and assist in future decisions.



Community Ideas Exchange, Knightdale Next



Brunswick County Government Center

We understand the importance of considering and collaborating with the various plans already in place. BLUEPRINT Brunswick and the Parks and Recreation Comprehensive Master Plan will both be coordinated with current County plans and policies, such as the Brunswick County Parks and Recreation Comprehensive Master Plan, the Brunswick County CAMA Core Land Use Plan, and the Regional Hazard Mitigation Plan. Further, recently adopted plans and policies, such as the Brunswick County Trail Plan and the Brunswick County Agricultural Development Plan, as well as projects in the works like the Holden Beach Causeway Transportation Corridor Study and the Hazard Mitigation Plan Update will be considered. Plans, studies, and policies by other federal, state, and local agencies will also be factored into the development of this plan, including the Sunny Point Joint Land Use Study, Brunswick Transit Plan, NC 211 Corridor Feasibility Study (East Coast Greenway), planned road improvements projects, and all transportation plans and policies and utility plans from Brunswick County Utilities, sanitary districts, and municipal sources.

Our team will work in coordination and consultation with the Parks Department and Planning Department staff, County officials, and appropriate municipal officials to develop plans with a 10-year horizon. We have an intimate knowledge of Brunswick County and the communities within, which offers invaluable benefit to this planning process. Many of our Shallotte office staff are lifelong residents of the area and offer decades of community knowledge and connections that will add tremendous value to the collaborative process and public participation efforts. Our Shallotte Office Manager also participated in the 2004 Brunswick Tomorrow planning and visioning effort. The comprehensive land use plan will assist the County in forecasting, directing, and managing growth to advance as a vibrant, innovative, and inclusive community with unique and sustainable neighborhoods, cultural and recreational opportunities, and a well-maintained and costeffective infrastructure. It will stand as a proactive roadmap to guide change as opportunities for growth and development occur. It will also reflect the fundamental belief that the County's growth plans need to be evaluated on a regular basis to ensure the County's long-term viability.

Roadmap for Change

Again, this roadmap will outline how change can occur in a way that complements the fundamental character and the majority vision for the County. With the County's proximity to the Wilmington and Myrtle Beach metropolitan areas, the collaborative park plan, established municipal areas, and location adjacent to the Atlantic Ocean, the County is starting from an envious position. You have an opportunity to create outcomes that establish a new sense of place and synergy that can be transformational in the foreseeable future. Our team has experience with other successful plans and studies, from which we can apply lessons learned to the Comprehensive Land Use Plan, while at the same time recognize the uniqueness of Brunswick County and the need for a plan to be tailored specifically to this location and environment.

This planning process will start with our team quickly gaining a strong understanding of the County's overall conditions and issues, then working with relevant groups and individuals to brainstorm and establish a vision and strategies for the near future. Public input will be sought at key phases of the project to discuss the plans and answer questions. The general tasks described as follows will be completed within a twenty-month timeframe.

Comprehensive Land Use Plan

McGill is proposing an approach to the development of BLUEPRINT Brunswick that is based upon our wide-ranging and on-going practical experience. Our team of professionals has developed a commanding knowledge and understanding of best practices in preparing and implementing plans. We pride ourselves on creating implementable plans that are feasible, understandable, and practical in their approach to dealing with complex issues. We have included the major elements identified in the scope of services. We recognize the County is not employing a consultant to simply develop a plan for County Commissioner's approval.

We are prepared to assist County staff and the Board of Commissioners in shaping a plan through community focus group and individual work sessions. Our team has expertise in the field of comprehensive land use plans. At the end of this process, we will develop a plan that is "owned" by County staff and the Board of Commissioners, and by extension, supported by the Brunswick County community at large.

Parks and Recreation Comprehensive Master Plan

The Parks and Recreation Comprehensive Master Plan will assist the Parks and Recreation Department in creating and implementing recommended capital improvements, securing funding for future budgets, and guiding policy decisions. The plan will also consider demographic trends and local and regional characteristics and analyze the current state of the department's facilities, programs, and level of service provided. This plan will be prepared in a manner that meets the comprehensive master plan requirements typically needed to pursue grant funding initiatives such as the North Carolina Parks and Recreation Trust Fund (PARTF) grant.

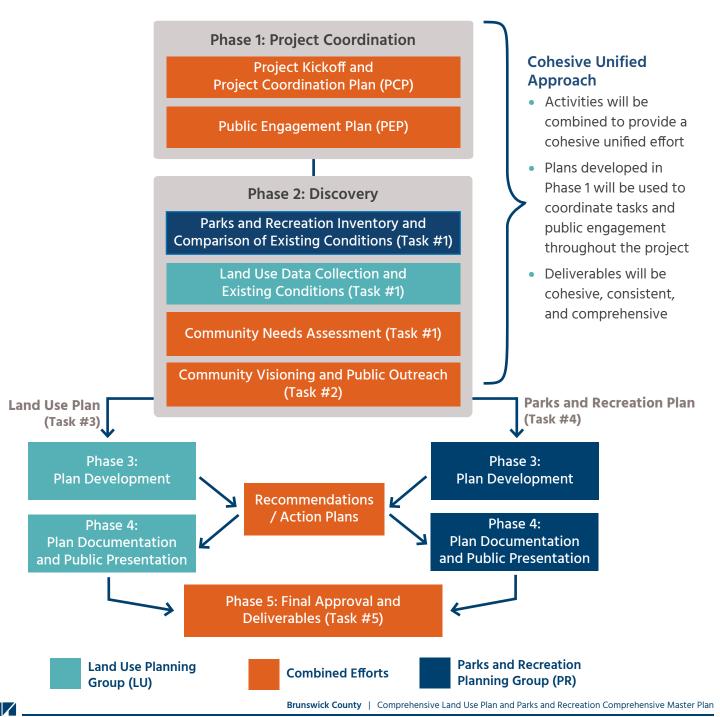
ဂိုဂိုဂို Engaging the Community

Connecting the Dots

Unlocking Opportunity

We will also help Brunswick County identify the elements needed for successful plans. What sets our methodology apart from others is the inclusion of approaches that are achievable and effective. Our team will facilitate meetings and calls with County staff and the Steering Committee to provide updates on progress and solicit input. Our team has prepared a preliminary scope of work we believe is an excellent starting point for further discussion and development of a final approach through consultation with the County. We have separated approaches for both plans for ease of review, but have highlighted a series of phases or work elements and how we plan to coordinate these tasks, as well as a suggested timeline for completing the project.

Proposed Project Coordination



03 | Description of Scope of Work and Related Services



Scope of Work – Comprehensive Land Use Plan

Our process is based on the fundamental assumption that project planning and design will be developed with meaningful and ongoing participation by local officials, County staff, and interested community organizations, affected property owners, and other stakeholders. We are adept at working with a community to clarify shared values and define the pattern of growth and conservation the community desires. Modeling tools will be employed to help the community understand costs and benefits of various choices as a balanced plan for future growth and conservation is formulated. We are also well versed in effective implementation strategies, including regulatory techniques, that will help accomplish the community's vision.

The following phases generally outline our proposed scope of work.

Phase 1: Project Coordination 1.1 Project Coordination Plan (PCP) and Implementation

McGill will develop a detailed PCP to ensure optimal coordination among project partners (McGill team members, County staff, the Board of Commissioners, Steering Committee, and County Advisory Boards). The PCP will include project partner contact information; project team member roles and responsibilities, the communication protocol (which will identify points of contact within the team for certain project-related tasks); project management activities; anticipated project schedule with meetings, milestones, and deliverables; and process goals. The plan will also identify a coordination schedule with McGill (up to a set number of hours, as specified in the negotiated agreement).

1.2 Community Visioning and Public Engagement Plan (PEP)

In order to educate, inform, and engage community members during this planning process, McGill will work with project partners to develop a customized strategy that draws from a menu of public involvement options, ranging from innovative social media techniques to traditional community meetings.

Working with County staff, we will develop options for engaging a diverse cross-section of the community. In addition to a series of community meetings defined in Phases 2 and 3, the PEP may describe such options as the following. From this menu, the County staff may choose specific activities to be carried out and request assistance from the team (up to a set number of hours, as specified in the negotiated agreement).

- Community Meetings and Interaction: At a minimum, we will coordinate:
 - A project kick-off meeting
 - 5 Steering Committee meetings
 - Meetings with each County elected official
 - 7 public outreach sessions, one in each of the five electoral districts and in each participating municipality
 - 20 focus group sessions
 - 5 public presentations of the plans
 - Final presentation of the plans



Public Engagement, City of Southport

- Additional Meetings and Interaction: McGill can facilitate workshop-style focus groups, meetings, summits, and other types of public input sessions. Additionally, information booths may be set up at local events to better educate community members on the plan and project.
- Project Website: We can identify web-based tools (such as Engagement HQ or PublicInput. com) to enhance the experience of project participants and serve as a key mechanism for an open and transparent dialogue. McGill will create ans maintain a project website for the length of the project, including general project information and regular updates.
- Community Needs Assessment Survey: We will work with the County to further define the variables that are of greatest interest or concern to the community, as revealed early in the planning process, and to determine the appropriate survey questions. The survey will be made available through the project website and other distribution means with the goal of obtaining a minimum of 500 responses via random sampling methods.
- Social Media Strategy and Implementation: McGill will work with project partners to develop a social media strategy that fits the needs of the project. Primarily, social media will be used to drive traffic to the project website but will also be used as part of an outreach strategy for the survey and meetings.
- Public and Media Relations: We will work with the County public information team to develop press kits that provide basic project information, such as a review of the planning process, engagement points and scheduled meetings, website details, and FAQs to established media outlets. In addition, we will work with the County to identify opportunities to communicate project details to the public through existing community channels, including partner organizations, ATMC's public information channel, businesses, chamber of commerce, civic groups, and churches.



Public Engagement

1.3 Steering Committee

McGill will assist the client in establishing the Steering Committee, defining the role of the committee, as well as the composition. This group will meet several times during the process, including immediately before and after community meetings, to provide necessary guidance.

1.4 Project Kickoff

At the initiation of the planning process, we will hold a kick-off meeting with County staff and the Steering Committee. A focused session during which the project partners examine the study area through the project lens is an effective way to get all the parties simultaneously engrossed in the project and to forge a productive working relationship. This informal gathering provides an opportunity for our team, County staff, and the Steering Committee to become better acquainted, review the draft project schedule and potential meeting dates, and discuss data to be acquired. A discussion of the group's initial thoughts regarding issues and opportunities will be followed by a discussion of project objectives and expectations.

A tour of the area, which can be scheduled to follow the kick-off meeting, will strengthen the team's grasp of the existing conditions and stimulate the generation of ideas to explore during the planning process. This tour should include the County staff and others with knowledge of the development pattern. This sharing of insights will expose important local conditions and issues that might not be immediately apparent from a review of data, maps, and adopted plans.

Phase 2: Discovery (Task #1)

McGill will conduct an initial assessment of the community, examining relevant plans and policies as well as GIS and other data gathered at this stage. The following steps will help the County and stakeholders surface important issues and opportunities that will help formulate a scope of work for the creation of a useful comprehensive land use plan.

2.1 Data Collection and Base Maps

At project initiation, we will gather data to be utilized initially to evaluate the County and later in the course of creating the Comprehensive Land Use Plan. McGill will prepare a data inventory, specifying data that is readily available from state, regional, and local agencies, and defining the types and formats of additional data we will request from the County. The inventory will identify an array of information ranging from GIS shapefiles to relevant plans and studies. As appropriate, the inventory will note any limitations of the data collected. Base maps will then be created to be utilized throughout the planning process. These will include basic information, such as existing land use, transportation facilities, parcels and jurisdictional boundaries, parks and other community facilities, major employers and other landmarks, and key environmental features.

2.2 Review of Plans, Policies, and Studies

McGill will collect and review adopted plans and studies to gain a better understanding of the policies in place that are shaping growth and influencing development, redevelopment, investments, and other types of changes in the study area. In reviewing these, we will look for consistencies and conflicts, while identifying key issues and needs. More importantly, we will note the community topics that will guide the development of the Comprehensive Land Use Plan. Emphasis will be on the strengths, opportunities, and aspirations expressed in these documents.

2.3 Examination of Existing Conditions

2.3.1 Community Profile

McGill will create an economic and demographic profile of the study area resulting in meaningful economic development strategies. Using data from the US Census Bureau, Bureau of Labor Statistics, and data purchased from various sources, McGill will quantify population and employment growth in the County. The profile will include population and employment estimates (2000-2020) and projections (2020-2030). Included in our initial assessment will be a thorough demographic analysis and an understanding of the composition today, as well as the likely population increases by age cohorts. Overall growth projections will be forecasted in five-year increments (2025 and 2030).

2.3.2 Land Use

The primary purpose of the land use analysis is to answer questions that are critical to the creation of a vision for the future of the County, such as: How suitable is available land for new housing, and where is the greatest development pressure likely to be? In this task, we will examine the existing development pattern and the likely distribution of new development to assess the issues and opportunities.

 Development Pattern and Character: McGill will examine the existing development pattern by employing GIS data and aerial photography. The primary purpose of this step is to examine the diversity of development in terms of uses and intensity, and define a generalized set of development pattern categories. Through a qualitative assessment of development characteristics in the study area, we will identify the features that, in combination, contribute to the character of subareas. McGill will examine the features to identify those that distinguish one subarea from another, such as the mixture of uses, heights of buildings, and scale of public spaces and streets. The geographic assignment of each category will further define the study area's development pattern.

- Land Supply: In addition to the types of uses, the results of the market and economic analysis will indicate the amount of development the area can support. The second step in the analysis, therefore, is an assessment of available land to determine whether there is a sufficient supply to accommodate the projected development. The land supply is a combination of undeveloped parcels and parcels considered to be underutilized, and therefore likely to be redeveloped, given the value of the improvements on the parcel relative to the land value. We will delineate the parcels that comprise the land supply as part of this task.
- Suitability: The land supply must be evaluated to better understand the land's capacity to support future development. Land suitability represents the likelihood that a parcel will be developed. The set of characteristics associated with each will determine its attractiveness for certain uses. Typically, factors that influence the suitability of land include heavy industrial uses; topography; parcel size; access to infrastructure (water, wastewater, roads, rail, transit); proximity to jobs, services, and compatible uses; distance to community facilities (schools, parks); and distance from incompatible uses (landfill, airport).

2.3.3 Economic Development

Economic development is an important issue within any community. To help understand and make recommendations to improve the local economy, we will consult with the Brunswick County Economic Development Commission, South Brunswick Business Development Committee, and other agencies to gather information. We will also utilize the information collected in the Existing Conditions Assessment to serve as the backbone of this analysis. Variables we will focus on include, but are not limited to, population (existing and projected), total households, building permits, employment, commuting patterns, and incomes. This data, augmented with input from key agencies and stakeholders, will be used to determine potential future market conditions.

The outcome of this market analysis will inform the future land use opportunities, particularly that which is reflected in the modeling effort and will provide a basis for recommendations related to building the tax base and increasing employment opportunities. The focus of the economic development analysis will be to determine areas most suitable for positive economic impact. This analysis will also identify areas that are more desirable in a raw land or protected state for the foreseeable future. Factors that will be considered with this analysis will include, but not be limited to proximity to infrastructure, growth areas, current and potential property for housing inventory, and overall environmental characteristics.

Our analysis will include a review of the tax value of land per acre. This will provide stakeholders with an opportunity to understand where revenue is generated based on various land uses and help them decide which alternatives best fit Brunswick County.

2.3.4 Housing

As part of this initial analysis, McGill will assess the County's existing housing stock in terms of occupancy, supply, affordability, and quality. Furthermore, based on demographic projections, we will analyze the size and growth of the market by income, household type, tenure, and other key metrics. The analysis will reveal areas to promote new residential development, as well as targeted revitalization and redevelopment interventions.

2.3.5 Agriculture

McGill will build on previous work in the County including the 2019 Agricultural Development Plan to create an inventory of working agricultural lands and lands that are suitable for agricultural use. An Agricultural Assets inventory will be compiled that will include farmland, forestry lands, prime soils, and other assets related to processing, storage, and distribution. Available data will be compiled to accomplish this, including 2014 USDA Cropscape Data, present use value tax data, NRCS soil data, EMSI data, and other information.



Brunswick County Barrier Island Community

In addition, an agricultural suitability analysis will be conducted. This will be done using a custom GIS-based model that considers economic and environmental variables, contributing to the longterm financial viability of agriculture. Exact inputs may include parcel size, slope, soil type, adjacent residential density, etc. Outputs of the agricultural suitability analysis will be used to develop a strategic farmland map. Areas of strategic value and potential land use conflict between agriculture and urban growth pressure will be delineated, which will aid in recognizing areas to be targeted for farmland protection.

2.3.6 Environment

An inventory and review of natural resources components of plans and ordinance will be conducted. Local plans and ordinances will be compared to regional and national best practices. Existing plans and ordinances will be evaluated by a customized scoring matrix that includes components from a variety of best practice guides, including the Green Growth Toolbox, conservation planning literature, American Planning association, as well as consultation with the NC Forestry Service and Division of Coastal Management.

McGill will rely on information collected from this inventory to identify and evaluate the valuable assets and define a system of "green infrastructure." Through a GIS-based suitability analysis, parcels and portions of parcels can be described as more or less suitable for preservation as open space within new development or as land acquisition priorities. This conservation suitability or green infrastructure map will be utilized during the development of policies that aim to conserve the natural assets in Brunswick County. An understanding of Coastal Area Management Act (CAMA) rules and good working relations with regulatory personnel managing the Division of Coastal Management guidelines for coastal community will allow our team to offer additional value as the County considers future plans, impacts and permitting possibilities. This knowledge is extremely important when grant funding is linked to projects to ensure feasibility and scheduling are adequately evaluated. Brunswick County's growth and development will necessitate incorporation of coastal management needs in all comprehensive planning efforts. Public access to water will always be of interest, as will the community's adherence to regulations intended to protect our unique environment. An important component of our environmental assessment will be to properly evaluate existing and potential future County property intended for public use and recreation where water dependent structures and uses lie within CAMA regulated setbacks. This may include public parking, boat and pedestrian access, parks, and trails. We have designed and permitted such projects for Brunswick County and our team has an extensive knowledge of the associated regulations.

2.3.7 Parks and Recreation

A comprehensive system of public and private spaces for recreation — passive and active is critical to the livability of a place. We will coordinate the concurrent Parks and Recreation Comprehensive Master Plan planning efforts to gain a full understanding of the existing and planned system of facilities. The analysis will focus on opportunities for bolstering the system in terms of complementing municipal and state facilities, and more importantly, supporting efforts to link such facilities through a connected system of local and regional greenways. Recommendations will be provided that advance the land use vision in the plan and will be coordinated simultaneously with the Comprehensive Parks and Recreation Master Plan (the approach for the Comprehensive Parks and Recreation Master Plan is listed separately starting on page 20).

2.3.8 Public Infrastructure

Our team will summarize existing conditions for infrastructure categories as a baseline for measuring impacts in the scenario planning process. Categories addressed in the baseline assessment will include: fire, police, parks, utilities, stormwater, roads, and transit. Information for each infrastructure category will be provided by the County, including: master plans, service area maps, asset inventories, plant capacity and planned improvements, drainage basins, etc. McGill will only use information provided by the County and its partners for summarizing baseline conditions by infrastructure category (no new research or analysis will be performed as part of this scope of services).

One of the most important ways for the County to maintain the quality of life in the county is to ensure that adequate public facilities are provided to accommodate desired growth. We will work with the County to define ways to leverage existing infrastructure to achieve this important balance. A strategy will be formulated whereby the level of service standard is set for each important public facility and a system put in place to evaluate proposed developments impacts. This will be achieved through means such as examining capacity and current demand, reviewing service areas, identifying capacity storage issues, and comparing this with the existing and anticipated demand for the services.



Brunswick County Public Utilities Operations Center

2.3.9 Transportation and Mobility

A complete understanding of the transportation network is critical to developing a sound, resilient plan for the future of development in Brunswick County. As part of the initial analysis, McGill will evaluate the County's existing transportation systems to understand the existing connectivity among roadways, bicycle and pedestrian, transit, and freight networks throughout the County. McGill will use current data available from the Grand Strand Metropolitan Planning Organization (MPO), the Wilmington MPO, the Cape Fear Rural Transportation Planning Organization (RPO), and the North Carolina Department of Transportation to evaluate existing transportation conditions along major roadways. This analysis will inform the transportation component of the concept plan in that it will help define future circulation patterns for all modes.

2.3.10 Community Health and Well-being

McGill will make a deliberate effort to address community health and quality of life in the plan. However, based on previous experience, implementing improvements to community structure to facilitate better health and enhance the quality of the places within which people live, work, and recreate are best addressed in connection with all the other plan elements. Therefore, rather than creating a separate plan element, we will help formulate pertinent goals, objectives, and policies within the other elements to advance goals and objectives aimed at bringing about measurable results. As a starting point, we will review the County's current Community Health Assessment and determine ways in which the issues described in it can be addressed through development design, conservation, infrastructure, parks, open space, housing quality, jobs, education, food access, and community services. Combined with programs focused on health promotion, tailored interventions can be defined specifically for Brunswick County for improved health outcomes and overall improved well-being.



Intersection of NC 211 and Highway 17

2.4 Stakeholder Meetings

To better understand the issues and the relevance of recent plans, policies, and studies, McGill will meet with several stakeholder groups. Stakeholders should include residents, property owners, business owners, and representatives of major employers, business interests, institutions, area agencies, community groups, the Board of Commissioners, the Steering Committee, other County advisory boards, key technical staff, and municipal representatives.

2.5 Community Visioning

The first series of community meetings will bring together a diverse group of stakeholders, including local elected officials, key institutional leaders, and members of the general public for a public meeting to determine a set of sound, communitysupported goals. The goals preliminarily defined by the Steering Committee will be used as a starting point. To be realistic, such goals must be refined with a keen awareness of the realities of the study area. The agenda will take attendees from the big-picture view of the County through a focused look at subareas with a discussion of the issues and opportunities. The meeting will culminate in an interactive session to develop goals through an expression of values, which will inform the direction of the plan.

2.6 Existing Conditions Summary Report and Community Vision Presentation

McGill will prepare and present a report of Phase 2 activities and findings to the Steering Committee and the Board of Commissioners. This presentation will provide an overview of community issues and opportunities, noting the community topics that should be emphasized in the remainder of the process. Specifically, the presentation will summarize the assessment conducted and the findings, as well as the community vision to include, at minimum:

- A future vision for Brunswick County
- Community identity and desires for the future
- Core community values
- Growth management ideals
- Emerging trends and issues
- Recognition of the entire community

McGill will utilize the results of the Phase 2 efforts to help the community set goals and objectives, develop and evaluate alternatives, and arrive at a preferred alternative for the future of Brunswick County for Tasks #3 and #4.

Phase 3: Plan Development (Task #3)

3.1 Growth and Conservation Analysis

The results of the analysis in Phase 2 will inform decisions about future land use and conservation Building on the findings of Phase 2 and recent land use planning efforts, McGill will prepare concepts that respond to the community topics. These concepts will be evaluated in meetings with the public to solicit feedback and arrive at a preferred concept, which will be the basis for the proposed future growth and conservation map and supporting policy recommendations.



Brunswick County Oceanfront

In doing so, we will take the following into account:

- Community goals
- Economic development opportunities
- The locations with available infrastructure and planned public investments
- Environmental constraints and protections, particularly along local waterways, the Intracoastal Waterway, and the Atlantic Ocean
- Potential high-growth zones (i.e., Highway 17 corridor and beach areas)
- Areas where competition for land may be present (i.e., where metropolitan growth meets agriculture)
- Municipal and adjoining jurisdictions' land development plans

Viewpoints are anticipated to conflict for one or more important topics in the planning process and reaching consensus will be critical to a successful and well-supported long-range plan. We will analyze study build-out potential, land suitability (for both conservation and development conditions), and associated growth impacts in the focus areas identified by Brunswick County. This analysis will focus on items such as environmental stewardship, transportation impacts, mobility options, financial performance, or other variables identified by plan participants to represent a highquality of life in Brunswick County.

3.1.1 Emerging Trends

McGill will describe and evaluate the growth trends for the study area using maps and data created for the Comprehensive Land Use Plan. The County will provide parcel-level data for current and future land use, development status, and committed development. This analysis be summarized by study area and internal reporting geographies. McGill will prepare a general development map, as well as a narrative and development profile table, to describe the projected growth. Representative images (still photos) to supplement this information will also be provided.

3.1.2 Conceptual Infrastructure Strategy

McGill will evaluate the range of infrastructure costs and impacts based on growth trends. Planning-level cost estimates typically generated for determining budget reserves in a five-year municipal capital improvements plan (prior to any design or investigation of a specific project in a specific location that may increase or decrease budget reserve estimates) will be prepared. It is assumed one or more County departments will play an active role in calculating conceptual costs by infrastructure category, assisting with determining:

- 1. Preferred technologies or service delivery methods
- 2. Appropriate unit costs to assume for conditions in Brunswick County
- **3.** Appropriate technologies, methods, and quantities required
- **4.** Traditional funding partnerships for providing infrastructure

In developing strategies to appropriately guide growth and preservation, we will address the cost of growth, how it is paid for, and we will provide real case examples for the types of development that pays for itself. We interpret the idea of "growth paying for itself" to mean that the fees and tax revenues that come from a development generate sufficient public revenue to pay for the capital and operating costs of providing the services required by the development. Further, our team of experienced engineers, planners, and financial professionals have developed tools to project the cost of public infrastructure and the potential revenue which is generated by that growth.



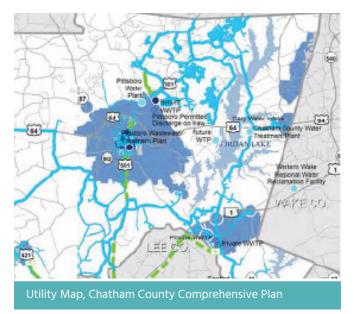
Visuals, Knightdale Next Charrette

We will project the potential range of costs of providing the water, wastewater, and transportation required by future development. In addition, we will project the fees for water and wastewater system development. This will give the County a clearer picture of the costs and benefits of future development. The nature of the development, the land uses, and density have major implications for this cost benefit.

3.2 Second Community Meeting – Bringing the Future into Focus

The purpose of the second series of community meetings is to simultaneously examine all the plan elements and gain an understanding of the interrelationship of the elements. Specifically, McGill will present land use concepts and conduct the workshop in a manner that allows the attendees to explore the many choices within the concepts presented, understand the manner in which the concepts address the community goals, and judge the performance of each alternative relative to the goals. The attendees will have an opportunity to offer informed opinions about their preferred direction. The input gathered will help the team develop the preferred scenario, which will be the basis for the proposed future growth and conservation plan map.





3.3 Recommendations and Implementation Strategies

Based on goals, objectives, and the details of the land use concept plan, McGill will draft a set of policy recommendations and strategies tailored to meet the needs and expectations of the County. McGill will refer to precedents throughout the US for best practices and lessons learned to ensure a policy framework that is up to date, yet meaningful for the County. The array of policies to be addressed will include, but not be limited to, economic development that can then fuel the creation of additional jobs and tax base, housing location and diversity, transportation and adequate access to jobs and services, natural resource protection, and infill development and redevelopment.



Community Meeting, Franklin County

3.3.1 Action Plan

McGill will further assist the County by creating an action plan that describes the implementation strategies to be carried out in the short term. Within the action plan will be the identification of up to five major strategic initiatives to be led by the County. The initiatives will be selected conferring with County staff and elected and appointed officials. McGill will refer to precedents regionally and throughout the US to ensure the action steps related to these initiatives take into account best practices. McGill will document the types of entities that would be best suited to execute each strategy listed so that responsibilities can be assigned (or assumed) at the local and regional levels. This document will serve as an effective tool in not only guiding the implementation activities, but in monitoring progress, acknowledging success, and adjusting the course, as needed.

Phase 4: Plan Documentation and Adoption

4.1 Comprehensive Land Use Plan Preparation and Presentation

A comprehensive land use plan will be developed, integrating the various products of the previous tasks. The first draft will be prepared for review by County staff and the Steering Committee. A second draft will be made available to the public for comment, and a corresponding presentation will be prepared that gives an overview of the plan, highlighting the most salient points in the recommendations. The presentation will generally explain the intended use of the document by the County and any others who will actively participate in the implementation of the plan. This presentation will be used by McGill in making a presentation to elected and appointed officials as part of the formal adoption process. From the input received, a final plan will be produced.

4.2 Executive Summary

An executive summary of the plan will be prepared. Our team will design this illustrative piece so that it can be produced by the County in a cost-effective manner. The end product will serve as a marketing tool for the implementers of the plan, helping them share the vision and methods for achieving it.

NOTE: Although the plan approaches are separate for the Comprehensive Parks and Recreation Master Plan and the Comprehensive Land Use Plan, the public meetings will be held conjunctively for the projects in order to maximize public feedback and to efficiently utilize time. Further, the public survey will incorporate questions related to both plans in order to allow the public the convenience of being surveyed for both plans at one time and to avoid confusion that may be caused by having two separate surveys. Further, the joint meetings and the combined project team will ensure that these plans are coordinated in the manner envisioned by staff when soliciting joint responses to both plans.

Parks and Recreation Comprehensive Master Plan

Parks and Recreation Comprehensive Master Plan Scope and Additional Activities

With steady growth comes the anticipation of and the need for changes within the parks and recreation facilities, programs staffing, and revenue. In addition to and in coordination with the land use planning objectives identified in the previous section, this outline provides a methodology for the process of how McGill proposes to achieve the goals set forth by the County for a Parks and Recreation Comprehensive Master Plan. McGill's recreation planning staff understands that Brunswick County desires a concise and visionary recreation plan informed by a broad-based community needs assessment that will appeal to a wide range of resident interests and ages.



The purpose of the master plan is to provide a vision for the future that considers the existing conditions of facilities and parks while carefully considering existing and future recreation and programming needs and desires of the County residents.

McGill will work closely with County staff, advisory committees, and the Board of Commissioners to determine a project oversight group and the plan schedule, including meetings, community input sessions, and review dates in conjunction with the Comprehensive Land Use Plan.

Phase 2: Discovery Inventory and Comparison of Existing Facilities and Programs

A thorough inventory of Brunswick County's existing park resources, land and facilities, and other neighboring public recreation facilities—both public and private—will then be undertaken to understand the opportunities for facility improvements and system-wide expansion.

The inventory will include analysis of existing County partnerships and area school facilities. Included in the inventory will be a summary of all municipal, state, and any private parks and recreation facilities located within or near Brunswick County. We will:

- Take an inventory of recreational facilities in the community that impact residents
- Survey and assess community recreational needs
- Review neighboring recreation and park programs
- Identify private and non-profit partnership opportunities
- Evaluate current recreation sites
- Review demographic and land-use forecast for the 10-year planning period
- Recognize limiting factors for program development
- Identify anticipated growth areas and rates
- Pinpoint areas for new land acquisition for new facilities and greenways
- Compare facilities and programs with other similar-sized recreation departments in North Carolina and South Carolina, in addition to industry standards and trends

Community Needs Assessment

The next step will consist of developing a public survey to collect valuable public opinions and concerns related to levels of resident satisfaction and awareness of Parks Department resources and facilities. In order to meet the needs of survey participants, McGill typically uses both online and handout type surveys. Additional public input will be solicited at scheduled and advertised community meetings. McGill's approach to creating or updating a comprehensive parks and recreation master plan allows the process to be designed by the community, not for the community. Obtaining statistically valid and meaningful community input will be essential to develop a viable and successful planning document. Not only should opportunities be offered allowing the community to give input, but should also engage the community to encourage participation.

We have learned from experience that hosting project-specific community meetings does not generally receive the attendance that is desired. McGill realizes the importance of this effort and supports the idea of reaching out to the community. Planning public input workshops in conjunction with other community events, such as festivals and fairs has proven to be very successful in collecting community input.

In addition to community workshops, it will be important to conduct focus group interviews and broadly market recreation surveys and public input opportunities. Potential methods for distributing the survey and notification of community workshops could be achieved by the following:

- Community events
- Civic and community organizations
- Web-based recreation survey
- Digital media (County's website, project website, social media blasts, local radio, television, etc.)
- Sporting events



Ocean Isle Beach Park Recreational Facilities

McGill utilizes a number of professional and academic resources (North Carolina Recreational Resource Service, National Recreation and Park Association, Commission for Accreditation of Park and Recreation Agencies, etc.) for relevant and accurate research into current recreational trends and standards. In addition to research into national and regional trends in recreation, our team also compares clients' facilities, programming, and staffing to other similar communities to recognize opportunities and deficiencies within the system and to help identify the most efficient method for cross-departmental interactions, such as with facility maintenance.

Phase 3: Plan Development (Task #4)

McGill will work closely with County Recreation staff via project work sessions to analyze collected data from the needs assessment phase in order to collectively develop plan recommendations. We will provide final recommendations and associated opinions of probable costs for the development of future facilities and operations for the Brunswick County's Parks and Recreation Department, including operational staff assessment with recommended appropriate staffing for current and future system growth.

Action Plan

A prioritized action plan including subsections addressing operations, policy, property acquisition (as needed), and a statement of capital improvement costs will be created and presented in the final plan document. The Master Plan will include recommendations for activity and program planning to get the greatest impact on community wellness, social equity, and conservation of natural open spaces. Graphic representations and maps will be included as part of the final comprehensive master plan document. We will have a work session with the Board of Commissioners to review all drafts of the final document.

Phase 4: Plan Documentation and Public Presentation (Task #4)

As the project comes to an end, McGill will complete the following tasks:

- Incorporate comments and changes from the project oversight group
- Submit draft to County staff, elected officials, and public for review
- Incorporate feedback from presentation findings
- Present final plan for approval and adoption of master plan

McGill understands comprehensive recreation systems and the impacts well designed and managed recreation facilities play in the ability for the County to meet the needs of its residents. Careful consideration and study of existing Recreation Department plans, recreation trends and standards, County staff, the Board of Commissioners, and other community stakeholder's comments and community input will yield information critical to developing the best recommendations for existing and future parks and recreation programs, and will assist with procurement of project funding.

McGill's goal is to develop a comprehensive, community-supported plan that can address the concerns of County residents, the Brunswick County recreation staff, and County Commissioners. The final plan will be designed to be effectively implemented through the capital improvement plan and County program strategies and operations.

McGill will furnish all labor, materials, supervision, and travel to undertake and complete the development of the final Brunswick County Parks and Recreation Comprehensive Master Plan.

Project Deliverables

Consolidated Project Deliverables

- Project Coordination Plan (PCP), including
 - Plan for regular project updates
 - Ongoing action item list
 - Templates for formal reporting
- Public Engagement Plan (PEP), including final report summarizing engagement
- Community Meetings and Interaction at a minimum, we will coordinate:
 - A project kick-off meeting
 - 5 Steering Committee meetings
 - Meetings with each County elected official
 - 7 public outreach sessions, one in each of the five electoral districts and in each participating municipality
 - 20 focus group sessions
 - 5 public presentations of the plans
 - Final presentation of the plans
- Community vision statement and presentation
 - Three full hardboard presentation boards
 - Electronic version
- Data collection of all relevant information as referenced and required by the RFP
- Existing conditions assessment
- Unified user-friendly, understandable, feasible, and collaborative plans with goals, objectives, recommendations, and action items



Waterfront Park Master Plan Input Session, Town of Calabash

Comprehensive Land Use Plan Deliverables

- Existing conditions summary report
- Development trends
- Emerging trends and related issues, including community focus areas
- Conceptual infrastructure strategy, including utility growth strategies
- Future growth and conservation plan
- Recommendations and implementation strategies
- Action plan
- Graphics, illustrations, and maps, including, but not limited to:
 - Base maps
 - Land use and projected development maps
- Final plan and executive summary as outlined in RFP, including, but not limited to:
 - 25 printed copies of the proposed plan document for review by boards
 - One hard copy of the proposed plan document for review by boards for duplication
 - 75 printed copies of the final approved BLUEPRINT Brunswick - A Framework for the Future Plan document in bound format with appropriate maps, foldouts, etc.
 - One hard copy of the final approved plan for duplication
 - One laminated full hardboard presentation board featuring the BLUEPRINT Brunswick - A Framework for the Future Plan
 - One laminated full hardboard presentation board featuring the Brunswick County Future Land Use Plan Map.
 - A final presentation with the plan overview that includes a plan overview and maps
 - Electronic versions of all final plan documents in Microsoft, PDF, and HTML formats and all maps in PDF format and provided as GIS files

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Parks and Recreation Comprehensive Master Plan Deliverables

- Parks and Recreation Community Needs Assessment Survey
- Recommendations on the following:
 - New facilities
 - Renovation
 - Service areas
 - Land acquisitions
 - Staffing and Operations
- Financial report and recommendations
 - Capital and development
 - Operational
 - Revenue potential
 - Alternative funding recommendations
- Graphics, illustrations, and maps, including, but not limited to:
 - Existing conditions map
 - Service areas map
 - Proposed recommendations map
 - Before and after renderings, as needed

- Final plan and executive summary as outlined in RFP, including, but not limited to:
 - 25 printed copies of the proposed plan document for review by boards
 - One hard copy of the proposed plan document for review by boards that is ready duplication
 - 50 printed copies of the final approved Comprehensive Master Plan document in bound format with appropriate maps, foldouts, etc.
 - One hard copy of the final approved plan for duplication
 - Two full hardboard presentation boards featuring the Brunswick County Parks and Recreation Service Area Profile.
 - Two full hardboard presentation boards featuring the Brunswick County Parks and Recreation Park Inventory Map.
 - A final presentation with the plan overview that includes a plan overview, profiles, and the inventory map



Land Planning and Recreation Team

Project Schedule

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Phase		1				2					3	5					4			5
Month	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10
Phases and Tasks											•			-						
Phase 1: Project Organization (Tasks #1 & 2)																				
1.1. Project Coordination Plan (PCP) and Implementation																				
1.2 Public Engagement Plan (PEP) and Implementation - Combined Land Use and Parks and Recreation Community Surveys																				
1.3 Steering Committee Meetings																				
1.4 Project Kickoff																				
Phase 2: Discovery (Tasks #1 & 2)																				
2.1 Data Collection and Base Maps																				
2.2 Review of Plans, Policies, and Studies																				
2.3 Examination of Existing Conditions - Parks and Recreation Inventory and Analysis - Parks and Recreation Community Needs Assessment																				
2.4 Stakeholder Meetings																				
2.5 Community Visioning																				
2.6 Existing Conditions Summary and Presentation																				
Phase 3: Plan Development (Tasks #3 & 4)																				
3.1 Growth and Conservation Plan Analysis																				
3.2 Second Community Meeting Series – BLUEPRINT Brunswick																				
3.3 Recommendations and Implementation Strategies - Action Plans																				
Phase 4: Plan Documentation and Public Presentation (Tasks #3 & 4)																				
4.1 Plan Documentation and Preparation																				
4.2 Executive Summary and Public Presentation																				
Phase 5: Final Approval (Task #5)																				
5.1 Adoption and Final Deliverables																				

Combined Planning Efforts

Anticipated Meetings and Public Engagement

05 | Project Budget



Cost Proposal

McGill proposes to assist Brunswick County for a total all-inclusive maximum not-to-exceed fee of \$220,000, which contains all direct and indirect costs, including out-of-pocket expenses. The proposed budget is inclusive of all meetings, conference calls, site visits, and deliverables as referenced and required by the Request for Proposal.

McGill expects to utilize efficiencies created by the joint development of these plans, realized through shared efforts for data collection, community visioning, public outreach, and final adoption. Given these efficiencies, McGill projected \$150,000 of the total fee would be allocated to completion of the Comprehensive Land Use Plan and \$70,000 to the Parks and Recreation Comprehensive Master Plan component.

We realize there will be multiple coordination efforts through this joint plan development process, including an ability to take advantage of public sessions in the various districts for capturing input from stakeholders of all interests. McGill will advise of the opportunities we see for streamlining such efforts and remain flexible in working with you in managing this process.

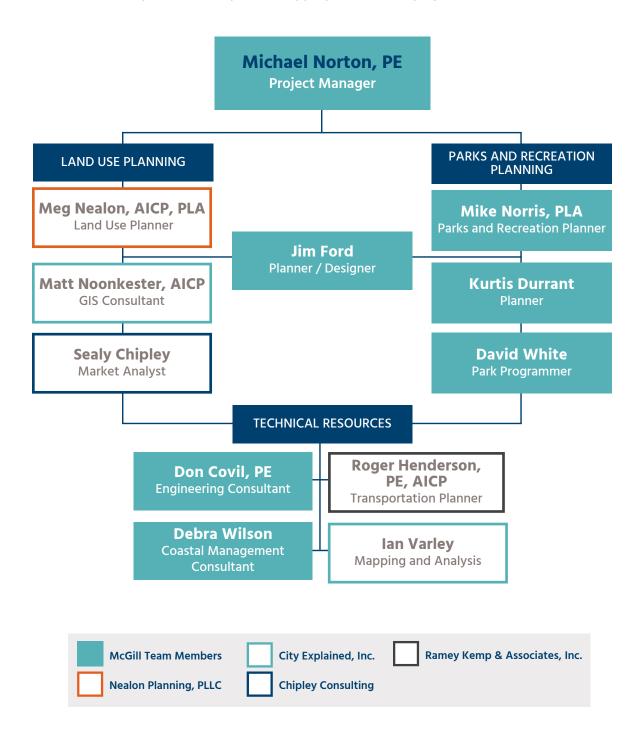
Scope of Services at a Glance: McGill will provide each of these services:

- 1. Data collection and existing conditions assessment
 - Relevant data collection
 - Base maps
- 2. Community visioning and public outreach
 - Public outreach sessions
 - Parks and recreation community needs assessment
 - Community vision overview
- 3. Comprehensive land use plan (10-year)
 - Areas of focus
 - Growth strategies
 - Development trends
 - Plan goals, objectives, recommendations, and action items
- 4. Parks and recreation comprehensive master plan (10-year)
 - System inventory and assessment
 - Plan goals, objectives, recommendations and action items
 - Financial report and recommendations
- 5. Final approvals
 - Final presentations and approval process
 - Submittal of all deliverables in appropriate formats

06 | Project Team

Team Overview

Our goal in assembling the proposed team outlined below is matching the individual and team qualifications with the expertise and experience appropriate for this project.

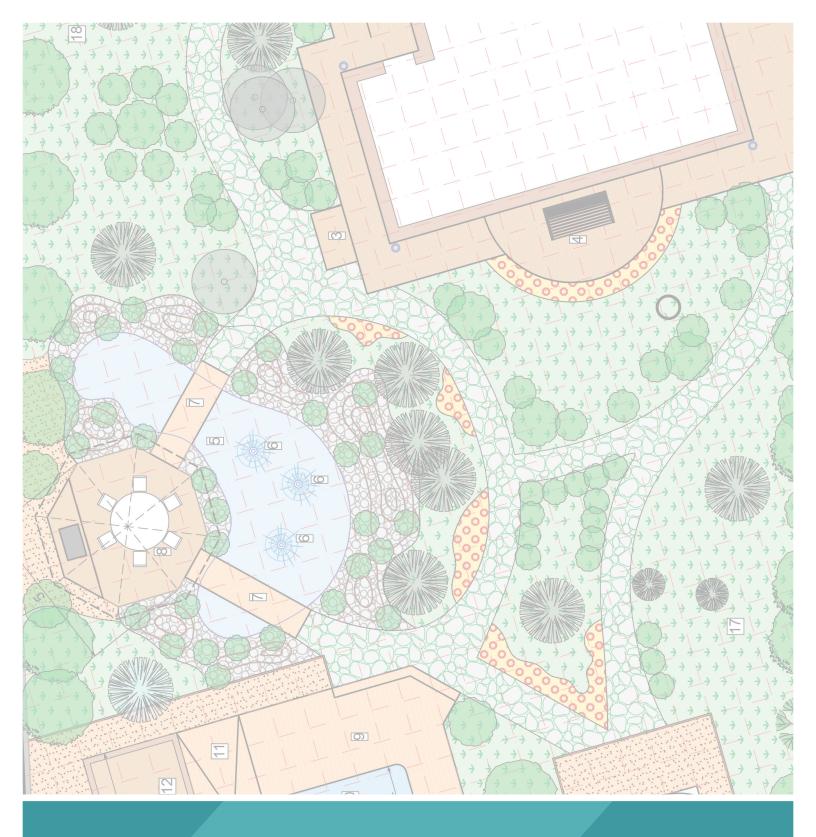


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	McGill Associates												
	55 Broad Street												
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McGill Associates, P.A. 712 Village Road SW, Suite 103, Shallotte, NC 28470 910.755.5872 | mcgillassociates.com





JOINT PLANNING AND PARKS & RECREATION PLAN PROJECT



ISSUE DATE - JANUARY 17, 2020 PROPOSAL DUE DATE - FEBRUARY 13, 2020



REQUESTED BY: Brunswick County Planning Brunswick County Parks & Recreation P.O. Box 249 Bolivia, NC 28422



BRUNSWICK COUNTY IS SEEKING PROPOSALS FOR PROFESSIONAL CONSULTING SERVICES FROM CONSULTANTS WHO WERE DEEMED QUALIFIED BASED ON THEIR INITIAL RFQ SUBMITTALS FOR THE DEVELOPMENT OF A COMMUNITY VISION, A NEW COMPREHENSIVE LAND USE PLAN, AND A NEW PARKS & RECREATION COMPREHENSIVE MASTER PLAN FOR BRUNSWICK COUNTY AND PARTICIPATING MUNICIPALITIES.

THE PROJECT

The Brunswick County Planning Department (hereinafter "Planning Department") and the Brunswick County Parks and Recreation Department (hereinafter "Parks Department") have teamed up for an exciting joint project and are seeking proposals (RFP) for professional consulting services from qualified consultants for the development of a **Community Vision** and two (2) new plan documents – a **Comprehensive Land Use Plan** and a **Parks and Recreation Comprehensive Master Plan**. This will have a large public outreach component. The plans will be used as policy documents to assist and guide future decisions. The selected consultant will have the primary responsibility of developing and facilitating the community vision and both plans. All work will be in coordination and consultation with the Planning Department and Parks Department. The project area will be the unincorporated areas of Brunswick County and participating municipalities. The participating municipalities have yet to be finalized but are anticipated to include the City of Northwest (cityofnorthwest.com), Town of Belville (www.townofbelville.com), and Town of Holden Beach (www.hbtownhall.com). Five (5) municipalities participated in the last land use planning process in 2007. Brunswick County Planning currently provides municipal planning services for the City of Northwest.

BRUNSWICK COUNTY OVERVIEW

Established in 1792, Brunswick County has a rich history that spans several centuries. Traditionally, a rural county with the economy and culture centered around agriculture, Brunswick County has transformed into a nationally known vacation destination featuring popular beach communities, golf course communities, historic towns, and vibrant commercial hubs. Brunswick County is a rapidly growing area nestled in the southeastern corner of NC between the metro areas of Wilmington, NC, and Myrtle Beach, SC. Ranked highest in growth within the State of North Carolina and consistently ranking in the top 10 nationally, Brunswick County has experienced rapid growth over the past two decades. Brunswick County has 19 incorporated municipalities. Presently, only six of these municipalities have Parks & Recreation Departments. *Brunswick County's ever-expanding population is estimated to be over 139,829 in 2019 and is projected to climb over 200,000 within the next 20 years*.

SCOPE OF WORK

Brunswick County has established the following objectives for the development and preparation of a **Community Vision**, a **Comprehensive Land Use Plan** and a **Parks and Recreation Comprehensive Master Plan**.

- An innovative and collaborative planning approach;

- A seamless effort between the selected consultant, County Staff, County Officials, and Municipal Staff/Officials for the development of the project;
- Plans should be user-friendly, understandable, feasible, and collaborative with corresponding goals, recommendations, and action items;
- Approaches should be interactive, unified, and run concurrently;
- A committee will be appointed to guide the project. The committee will be made up of local officials, community members, stakeholders, and staff from both the County and participating municipalities. It will provide guidance and direction to the consultant throughout the development of the project and will make recommendations to the boards regarding the adoption of the plan. The consultant will be the facilitator for committee meetings.

THE FIVE (5) PROJECT TASKS ARE OUTLINED BELOW:

Task #1 - Data Collection and Existing Conditions Assessment

The selected consultant will collect all data necessary to complete a comprehensive review and complete an assessment of the project area that includes benchmarking of comparable counties in the Southeastern United States. *Relevant data includes but is not limited to the following:*

- Population and related demographics data and trends including seasonal population;
- Growth-related data, trends, and projections;
- Employment, Tourism, Economy, and Economic Development data and related trends;
- Transportation;
- Community Services, Education Systems, and Facilities;
- Parks and Recreation Services;
- Natural Environment and related features;
- Housing;
- Community Character;
- Existing land uses and current zoning;
- Available infrastructure and existing utility easements (Water, sewer, electricity, etc.);
- Adopted plans and policies:
 - The current Brunswick County Parks and Recreation Comprehensive Master Plan;
 - The current Brunswick County CAMA Core Land Use Plan;
 - Other adopted plans and policies such as the Brunswick County Trail Plan and the Brunswick County Agricultural Development Plan, Regional Hazard Mitigation Plan;
 - Projects in the works such as Holden Beach Causeway Transportation Corridor Study and the Hazard Mitigation Plan Update;
 - Plans, studies, and policies by other Federal, State, and Local Agencies including Sunny Point Joint Land Use Study, Brunswick Transit Community Connectivity Plan, NC 211 Corridor Feasibility Study (East Coast Greenway), Planned road improvements projects, and all transportation plans and policies; and
 - Utility Plans from Brunswick County Utilities, Sanitary Districts, and municipal sources;
- Potential construction limitations (zoning, flood zones, protected species, wetlands, historic sites, etc.);
- Inventory of resources may include the following:
 - Public Transportation Routes;

- Public Facilities;
- Schools;
- Railroads;
- Military Sites (Sunny Point MOTSU and Switchyard);
- Recreational Facilities (Private, Municipal, & Brunswick County);
- Greenways, Blueways, Trails, & State Bike Routes;
- Existing Recreational Activities, Programs, and Services;
- NC Wildlife Green Growth Toolbox Conservation Data;
- Conservation Areas; and
- Historical Sites/Areas;
- Brunswick County Park and Recreation Service Area & Current Staffing Profile;
- In-house Planning Team Research (i.e., On-Street Parking);
- Public Input Information (Task #2); and
- Other necessary data as required by Brunswick County.

Note that much of this data is easily accessible or available from Brunswick County, the Grand Strand MPO, the Wilmington MPO, the Cape Fear RPO, and the North Carolina Department of Transportation. Where needed, Planning and Park Staff will assist the selected consultant with locating and obtaining data; however, the consultant will be responsible for verifying key attributes of all datasets. Fieldwork may be needed to verify data assembled for the project.

Task #2 - Community Visioning & Public Outreach

Brunswick County envisions an innovative and grass-roots approach to public outreach and to the Community Visioning Strategy for Brunswick County and participating municipalities. Both should be designed to build community consensus to better manage and direct future growth.

Public Outreach

Public Outreach is essential to the project and is envisioned to be diverse and inclusive with many opportunities for public involvement and stakeholder input. Staff envisioned joint public outreach opportunities for the Community Vision, the Comprehensive Land Use Plan, and the Parks and Recreation Comprehensive Master Plan. Public participation will guide the development of both plans and ensure that future development is consistent with the Community Vision. Public outreach sessions should be comprehensive and efficient by combining public input into the same session. This will reduce the number of meetings the public will have to attend and gain the most input. County Staff can be available as needed to assist with meeting logistics, preparing meeting materials, attending meetings, and assisting with the public at meetings. The RFP should include a detailed description of how the consultant proposes to engage the public in the process and the number of outreach meetings proposed and provide provisions for adding additional meetings if the need arises. *At minimum the following the public outreach components should be included:*

- Parks & Recreation Community Needs Assessment Survey
- Kick-Off Meeting with County Staff and participating Municipalities;
- A minimum of four (4) Steering Committee Meetings;
- Meeting with each County Elected Official (5 individual meetings)
- Public Outreach Sessions at minimum to include the following:
 - Seven (7) public outreach sessions ensuring one is located within each of the five (5) county electoral districts.

- One (1) public outreach session for each participating municipality.
- Public outreach sessions in each of the County Focus Areas in Brunswick County. Some sessions may be able to be combined and strategically located to reduce the total number of sessions.
- A minimum of twenty (20) Focus Group Sessions including follows:
 - Brunswick County Parks & Recreation Staff (1)
 - Brunswick County Planning Staff (1)
 - Brunswick County Officials (3)
 - Elected Officials from each participating Municipal (3)
 - Brunswick County Parks & Recreation Advisory Board (1)
 - Other Area local governments & Local Parks & Recreation Departments (4)
 - Park & Recreation Stakeholders (3)
 - Special interest groups (4)
- A minimum of five (5) public outreach sessions located in each electoral district designed to present Parks and Recreation Comprehensive Master Plan and the Comprehensive Land Use Plan to the public; and
- Final presentations related to final plan approvals. This includes final presentations by the Consultant of each plan to decisionmakers including the Board of Commissioners for plan adoption (Task #5).

The following are public outreach opportunities envisioned by Brunswick County:

- Parks & Recreation Community Needs Assessment Survey
 Conduct a Parks & Recreation Community Needs Assessment Survey with a random sampling of <u>500</u> minimum responses.
- Surveys

Conduct planning and park-related survey(s) to gather input from the public on topics such as parks, recreation, growth, and land use.

Project Website

A dedicated website for the overall project that will have to provide up-to-date information on both plans and public outreach opportunities. The consultant will create and maintain the website for the length of the project.

– Online Platforms

Utilize online platforms to gather public input including social media platforms, websites, surveys.

- In-Person
 Community Events, Senior Centers, Boy Scouts, and local committees.
- Reaching a Variety of Generations

Provide outreach & public engagement opportunities to a variety of ages that include gathering input from seniors, parents, and youth through existing community resources such as Senior Centers, schools, Boy Scouts, Cooperative Extension, 4-H, local sporting events, and the local Community College.

- Stakeholder Outreach

Provide outreach and public engagement opportunities to a variety of community stakeholders involved in agriculture, development, community development, housing, sports programming, recreation groups, and special interest groups.

Community Vision

The *Community Visioning* component is essential to the project and is envisioned to guide the development of both plans, guide future development, and assist with future decision-making within Brunswick County and participating municipalities. The Community Visioning shall be included in both plans and presented to the Steering Committee and all the Governing Bodies.

The Community Visioning should be designed to include the following components:

- A Future Vision for Brunswick County;
- Community Identity and Desires for the Future;
- Identify Core Community Values;
- Address Growth Management;
- Recognize the Entire Community; and
- Address Emerging Trends and Issues.

Task #3 - Comprehensive Land Use Plan (10-year)

The County envisions a new comprehensive land use plan called **BLUEPRINT Brunswick - A Framework for the Future.** This 10-year plan should share a common vision and be collaborative with the new *Parks and Recreation Comprehensive Master Plan* (Task #4). This plan should be based upon the Community Visioning (Task #2) as well as meet all land use planning requirements set forth by the CAMA Division of the N.C. Department of Environmental Quality. *This plan is anticipated to include the following elements:*

- Data Collection and Existing Conditions Assessment (Task #1).
- Public Outreach (Task #2).
- Overview of the Community Visioning (Task #2).
- Focus on and examine all the participating municipalities and five (5) County Focus Areas:
 - These focus areas may need an additional public input meeting and have specialized maps, goals, objectives, recommendations, and action items.
 - County Focus Areas will include the following:
 - NC 211 Corridor;
 - US 74/76 Corridor, (intersection at US 74/76 & Lanvale Road);
 - US 17 & I-140 Bypass Junction (including the Hazel Branch area);
 - Carolina Bays Parkway (exact route TBD Spring 2020); and
 - NC 130 & the Holden Beach Causeway.
- Utility growth strategies for water/sewer availability as well as policies from Brunswick County Utilities, the Sanitary Districts, and municipal sources.
- Current development trends and growth-related impacts and constraints.
- Emerging trends and related issues.
- Ensure Consistency with the following:
 - NC Flood Risk Information System and the National Flood Insurance Program Community Rating System (CIS);
 - Coastal Area Management Act (CAMA) requirements;
 - Brunswick County's partner transportation agencies plans and policies including the Wilmington Metropolitan Planning Organization (WMPO), Grand Strand Area Transportation

Study (GSATS) the Cape Fear Rural Transportation Planning Organization (Cape Fear RPO), and Brunswick Transit; and

- o Incorporation of existing plans and studies completed recently in Brunswick County;
- Plan goals, objectives, recommendations, and action items that are seamless and collaborative with the new Parks and Recreation Comprehensive Master Plan (Task #3);
- Graphics and illustrations; and
- Maps including land use, suitability, growth, development, and a new future land use map, municipalities, and the five (5) County Focus Areas.

Task 4: Parks and Recreation Comprehensive Master Plan (10-Year)

Brunswick County envisions a new **Parks and Recreation Comprehensive Master Plan** as a collaborative effort between the public, consultant, staff, and County officials. This plan should share a common vision and be collaborative with the new **Comprehensive Land Use Plan**. *This plan should have a planning horizon of 10-years and is anticipated to include the following elements:*

- Data Collection and Existing Conditions Assessment (Task #1).
- Public Outreach (Task #2).
- Overview of the Community Visioning (Task #2).
- Brunswick County Parks & Recreation System Inventory & Assessment:
 - Parks & Recreation Community Needs Assessment Survey
 - Inventory and evaluation of the existing systems & facilities including the following:
 - Active recreation & related programming;
 - Passive recreation & related programming;
 - Public recreation facilities within Brunswick County; and
 - Private recreation facilities within Brunswick County.
 - Staffing assessment that includes an inventory current staffing and evaluation of future needs based upon projected future growth and needs;
 - A future needs assessment includes components such as recommendations, benchmarking, level of service standards, and a guide for future recreation facilities; and
 - Budget assessment.

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- Plan goals, objectives, recommendations, and action items that are seamless and collaborative with Task #2 And Task #3:
 - Recommendations on the following:
 - New Facilities;
 - Renovation;
 - Service Areas;
 - Land Acquisitions;
 - Staffing; and
 - Operations.
 - Financial Report & Recommendations:
 - Capital/Developmental;
 - Operational;
 - Revenue Potential; and
 - Alternative Funding Recommendations.
- Graphics, Illustrations, and Maps.

Task #5: Final Approvals

Following a review by Brunswick County Staff, the consultant will provide an overview presentation to the committee at one of their meetings. The committee will review and endorse a final version of each plan. A final presentation shall be prepared for plan adoption and taken to the following boards:

- All participating Municipalities (Governing Boards, Planning Board, Park & Recreation Boards)
- Brunswick County Parks & Recreation Advisory Board
- Brunswick County Planning Board
- Brunswick County Board of Commissioners for their consideration and plan adoption.
- Brunswick County Staff can assist with additional endorsements by taking it to local committees and boards as needed.

PROPOSAL SUBMISSION REQUIREMENTS

Below outlines the submittal requirements:

• Deadline

Brunswick County will accept proposals until 5:00 PM eastern time on February 13, 2020.

 \circ Timeline

The Consultant will work with the County Staff to complete the project within a 20-month window. It is anticipated that both plan documents will be forwarded to governing boards for adoption prior to the completion of this project.



• Submission Instructions

Proposals along with all documentation should be clearly marked *RFP* – *PLANNING AND PARKS* & *RECREATION PLAN PROJECT*. Those interested should submit six (6) hard copies and one (1) electronic copy of the package should be mailed or hand-delivered:

By Mail to:

Brunswick County Parks & Recreation Department ATTN: Aaron Perkins & Kirstie Dixon P.O. Box 249 Bolivia, NC 28422

Delivered In-Person to:

Brunswick County Parks & Recreation Department ATTN: Aaron Perkins & Kirstie Dixon 20 Referendum Drive, N.E. (Building G) Bolivia, NC 28422

All proposals must be received by 5:00 PM eastern time on February 13, 2020.

Brunswick County will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.

All proposals must include the following:

- The firm's name, address, and telephone number;
- A cover letter/letter of intent on company letterhead, signed by an authorized representative, expressly agreeing to Brunswick County's terms and conditions contained in this Request for Proposal and its attachments and committing the firm to the proposal for a minimum of 60 days;
- The name, address and telephone number of representatives with the authority to answer; questions or provide clarification regarding the proposal's contents;
- The names of any and all subcontractors expected to perform services in connection with the project and their qualifications. Include the estimated percentage of work that each subcontractor is expected to perform. Brunswick County reserves the right to accept or reject any proposed subcontractor;
- A detailed profile and history of the firm and of all subcontractors. If available, please include the firm's website and a promotional video/DVD about the firm;
- Provide a Project Approach Statement and a Description of Scope of Work & Services;
- Any assistance requirements from Brunswick County and participating Municipalities;
- A Certificate of Insurance as evidence that the firm meets the County's Minimum Insurance Requirements attached hereto;
- A detailed price proposal in substantially the form attached hereto and incorporated herein by reference; and

Provide documentation to clearly demonstrate that their firm meets or exceeds the requirements set forth in this RFP. Failure to provide such documentation may result in the proposal being deemed non-responsive.

• Proposal Format

The following format is required to provide consistency between proposals. Each item outlined below must be addressed in the exact order in the proposal in the order for the proposal to be valid.

• Project Approach Statement

A statement about the proposed approach and chosen methodology that will achieve the project's objectives and the Scope of Work. Describe your team's approach to successfully delivering the project. Provide details on how each task will be completed including specific methodologies, approaches, tasks, and schedules.

• Description of Scope of Work & Related Services

Respondents are requested to submit a core proposal that addresses the Scope of Work defined within this RFP using technical expertise, professional experience, and creativity when developing the proposal. Additionally, all respondents are encouraged to propose alternatives or additions to the Scope of Work that provide a more innovative approach, better results, improved project efficiency, and/or result in cost-savings.

The description should include the following:

- A full description of services and processes that will be implemented to complete the project in the most efficient, timely and comprehensive manner;
- A detailed implementation plan;
- A project schedule that includes a start date, outlines the tasks, estimated hours, responsibility, major deliverables with timing;
- A list of all project deliverables; and
- All proposed alternatives or additions.
- Project Budget

Provide a project budget. All costs proposed are to be unbundled, detailed and include itemized pricing. It is to be inclusive of labor, materials, equipment, incidentals, etc. necessary to provide the scope of services outlined in this RFP for the below listed hourly rates. Rates proposed are also to include all expenses, including general overhead, equipment, field overhead, profit, travel per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.

- Contract Man-Hours

Proposals must include estimated man-hours for each task. Calculate the percentage of MBE/DBE's anticipated participation based on the man-hours.

- Subcontractors

Proposals must include the cost associated with subcontractors expected to be utilized in completing the project.

- "Not to Exceed" Fee

Proposals must include the cost of deliverables and all reimbursable expenses.

• Project Team

Provide an organizational chart identifying all staff assigned to the project and defining roles, responsibilities, and task assignments of each member for the duration of the project. Identify and include all subcontractors. Brunswick County reserves the right to accept or reject any proposed subcontractor.

O Project Contacts & Information

Brunswick County Planning Department and Brunswick County Parks & Recreation Department will both provide information and assistance for this project. Project contacts are Aaron Perkins, Parks & Recreation Director (910-253-2676 or <u>aaron.perkins@brunswickcountync.gov</u>) and Kirstie Dixon, Planning Director for the Brunswick County Planning Department (910-253-2035 or <u>kirstie.dixon@brunswickcountync.gov</u>).

All changes to the specifications or scope of work will be made in the form of an Addendum to this Request for Proposal and will be supplied to all prospective firms.

SELECTION PROCESS

Final selection and contracting will be subject to approval by Brunswick County. All Firms expressing interest will be thoroughly considered and evaluated by the Selection Committee comprised of Parks & Recreation Department Staff, Planning Department Staff, and other agencies, as needed. Firms will be asked to present their proposals to the Selection Committee. All respondents should be available for a 60-minute presentation on their proposal to the Selection Committee and will be responsible for all costs (e.g., travel and presentation materials) related to this presentation. *The Section Committee will award the contract to the responsible firm with the most advantageous proposal, taking into consideration price, cost effectiveness, comprehensiveness, and project approach.*

ANTICIPATED PROJECT TIMELINE

The successful firm should expect to begin work in March of 2020. The following is the intended schedule for securing the consultant.

- Advertisement and Distribution: January 17, 2020
- RFP Due: January 13, 2020 (no later than 5:00 pm)
- Targeted Selection Date: February 28, 2020

ADMINISTRATIVE INFORMATION

Below are important administrative information, disclaimers, and proposal conditions affecting this RFP:

- A. Brunswick County will not be responsible for any costs or expenses incurred by consultant in submitting a proposal or for any other activities associated with this procurement. Further, Brunswick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.
- B. Brunswick County will ensure that all competitive respondents receive answers, or clarifications, to questions posed by any respondent.
- C. In addition to the terms and conditions contained in this Request for Proposal, by submitting a proposal, the firm, if selected, agrees to enter into and be bound by the provisions of a Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Proposal and the terms of the Services Agreement conflict, the terms of the Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties. Unless otherwise approved by Brunswick County, the firm must begin performing services within thirty (30) days after an agreement is signed.

- D. All written correspondence, proposals and supporting documents received by Brunswick County in connection with this Request for Proposal will become the property of Brunswick County. Brunswick County reserves the right to use any ideas in a proposal or supporting documents regardless of whether the proposal is selected.
- E. The selected firm, and any of its approved subcontractors, must procure and maintain in full force and effect during the term of any agreement with Brunswick County, or the renewal of any agreement with Brunswick County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference. In the event the selected firm, or any of its approved subcontractors, fails to maintain insurance as outlined herein, Brunswick County may, at its option, obtain the required insurance at the expense of the firm.
- F. Any changes to the specifications or scope of work will be made in the form of an Addendum to this Request for Proposal and will be supplied to all prospective firms.
- G. Respondents are encouraged to propose alternatives or additions to the Scope of Work and specifications within that provide a more innovative approach, better results, improved project efficiency, and/or result in cost-savings. Identify all changes proposed to the scope of work. Any omission of changes implies complete compliance with the proposal documents, the scope of work, and all specifications within.
- H. Brunswick County suggests the formation of such teams when such relationships appear to offer combinations of expertise or abilities not otherwise available. Respondents have the right to refuse to enter any suggested relationship. Brunswick County will only contract with one (1) lead consulting firm. All other entities participating on a team will be deemed subcontractors of the lead consulting firm.
- I. This RFP does not commit Brunswick County to award a contract.
- J. Respondents shall not offer any gratuities, favors or anything of monetary value to any employee or agent of those entities that have influence in the selection of the consultant for the purpose of influencing the award of a contract.
- K. Brunswick County reserves the right to request financial information for any firm, in order to support the viability of the firm.
- L. Submission of a proposal indicates explicit acceptance by the firm of the terms and conditions contained in this Request for Proposal and any attachments hereto. Brunswick County reserves the right to reject, without prejudice or explanation, any or all proposals. Brunswick County reserves the right to suggest to any or all respondents that such respondents form into teams of consulting firms or organizations deemed to be advantageous to Brunswick County in performing the scope of work. Brunswick County will only contract with one (1) lead consulting firm. All other entities participating on a team will be deemed subcontractors of the lead consulting firm.
- M. Brunswick County reserves the right to waive informalities or to amend the specifications of this Request for Proposal and request new proposals at any time prior to the award of a contract. All decisions of Brunswick County shall be final and binding.
- N. Respondents shall supply the following:
 - A single point of contact through proposal acceptance. Brunswick County will communicate solely through this contact regarding all issues relating to the proposal through acceptance.
 - A single Project Manager, after acceptance, dedicated and available for the entire duration of the project. The Project Manager may only be replaced upon approval by, or at the request of Brunswick County. At a minimum, the firm's Project Manager shall be responsible for oversight and management of the Scope of Work as outlined above.
- O. The withdrawal and rejection procedures are outlined below:
 - *Rejection:* A proposal may be rejected if the firm fails to:
 - Submit the proposal in the format specified;
 - Supply the minimum information requested;
 - Submit all addenda, addenda responses and templates;
 - Submit the proposal by the date and time required;

- Submit a cost proposal with unbundled, detailed and itemized pricing; and
- Provide truthful and accurate information in the proposal.
- No Acceptance: Brunswick County reserves the exclusive right to reject any or all proposals, to waive any
 informalities or technical defects in proposals, and to accept any proposal deemed most favorable to
 Brunswick County.
- Competency of Firm: Brunswick County shall make such investigation as it deems necessary to determine the ability of the firm to perform the work, and/or provide the services required by this Request for Proposal. Upon request by Brunswick County, the firm shall furnish satisfactory evidence that it has the necessary facilities, ability, and financial resources to fulfill the specifications and conditions of the proposal.
- P. Brunswick County reserves the right to select the most competitive RFP for this presentation. During the selection process, Brunswick County reserves the right to award a contract, based on initial proposals received from firms, without discussion and without conducting further negotiations. Brunswick County may also, in its sole discretion, initiate further discussions with firms that it deems to fall within a competitive range. The contract will be awarded to the responsible firm with the most advantageous proposal, taking into consideration price, cost-effectiveness, comprehensiveness, and approach. Brunswick County shall not be deemed to have finally selected a firm until a contract has been successfully negotiated and signed by both parties.
- Q. Firms and its agents shall treat all data and information associated with this Request for Proposal, including, without limitation, the Request for Proposal, all reports, recommendations, specifications, and other data as confidential. Firm and its agents shall not disclose or communicate any information to a third party or use such information in advertising, propaganda and/or in another job or jobs unless prior written consent is obtained from Brunswick County.
- R. All proposals received by Brunswick County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any proposal material deemed by the firm to constitute either proprietary or trade secret material shall be designated as such, and each page or section of a page containing such material shall be so marked by the firm. In addition, it shall be the sole responsibility of the firm to demonstrate to a court of competent jurisdiction that their designation is proper. Brunswick County shall not make public any material determined by a court of competent jurisdiction to be proprietary or trade secret. Firm hereby agrees to indemnify and hold Brunswick County harmless from any and all claims, suits, damages, penalties or expenses arising out of Firm's proprietary or trade secret designation.
- S. After a project is awarded to a firm and the parties enter into a formal agreement, a change order will be required for any changes in scope to the project that add, delete or modify any billable component(s). Each work/change order will contain the date of the issue and a unique number used for identification and cross-reference purposes.
- T. Protests related to this Request for Proposal must be addressed to the Brunswick County Parks & Recreation Department, ATTN: Aaron Perkins & Kirstie Dixon, P. O. Box 249, Bolivia, NC 28422 and must be received, in writing, within five (5) calendar days of bid award. Responses will be provided no later than (7) calendar days following receipt of said protest.

PROJECT DELIVERABLES

Project deliverables that should be completed by the selected firm include the following:

• Project updates to County Staff as follows:

- Weekly or bi-weekly project conference calls to be held throughout the project, with meeting agendas and minutes provided by the selected firm.
- Ongoing action item list maintained by the firm.
- Template and procedure for formal reporting of issues provided by the firm.

• Final Report that summarizes the engagement.

• Community Vision from Task #2 with the following deliverables:

- Three (3) full hardboard presentation boards (36x48) featuring the Brunswick County Community Vision.
- An electronic version of the Presentation Board. The format is required to be in Microsoft Word, pdf, and HTML formats.

• Comprehensive land use plan called *BLUEPRINT Brunswick - A Framework for the Future* from Task #3 with the following deliverables:

- <u>Twenty-five (25)</u> printed copies of the proposed plan document for review by boards.
- One (1) hard copy of the proposed plan document for review by boards that is ready duplication
- <u>Seventy-five (75)</u> printed copies of the final approved *BLUEPRINT Brunswick A Framework for the Future* Plan document inbound 8.5"*11" format with appropriate maps, foldouts, etc.
- <u>One (1)</u> hard copy of the final approved plan for ready duplication.
- <u>One (1)</u> laminated full hardboard presentation board (36x48) featuring the BLUEPRINT Brunswick A Framework for the Future Plan.
- <u>One (1)</u> laminated full hardboard presentation board (36x48) featuring the Brunswick County Future Land Use Plan Map.
- A final presentation with the plan overview that includes a plan overview and maps.
- Electronic versions of all final plan documents and files including:
 - The format of the plan documents are required to be in Microsoft Word, pdf, and HTML formats.
 - The electronic presentation of the proposed plan. The format required is Microsoft Word PowerPoint.
 - Presentation Board Electronic format. The format required is Microsoft Word, pdf, and HTML formats.
 - Final Plan Document. The format of the final plan documents/report is required to be in both Microsoft Word, pdf and HTML formats.
 - All tables from the Final Plan Document. The format of the tables is required to be in Microsoft Word or Microsoft Excel and pdf formats.
 - All maps from the Final Plan Document such as:
 - The format of the maps is required to be in pdf.
 - GIS Files for all maps. Data shall be in the North Carolina State Plane, NAD 1983, feet coordinate system (WELLKNOWN ID 2264) and be comprised of an ESRI file geodatabase.

• Parks and Recreation Comprehensive Master Plan from Task #4 with the following deliverables:

- <u>Twenty-five (25)</u> printed copies of the proposed plan document for review by boards.
- One (1) hard copy of the proposed plan document for review by boards that is ready duplication
- <u>Fifty (50)</u> printed copies of the final approved Comprehensive Master Plan document inbound 8.5"*11" format with appropriate maps, foldouts, etc.
- One (1) hard copy of the final approved plan for ready duplication
- <u>Two (2)</u> full hardboard presentation boards (36x48) featuring the Brunswick County Parks & Recreation Service Area Profile.
- <u>Two (2)</u> full hardboard presentation boards (36x48) featuring the Brunswick County Parks & Recreation Park Inventory Map.
- A final presentation with the plan overview that includes a plan overview, profiles, and the inventory map.

- Electronic versions of all final plan documents and files including:
 - The format of the plan documents are required to be in Microsoft Word, pdf, and HTML formats.
 - The electronic presentation of the proposed plan. The format required is Microsoft Word PowerPoint.
 - Presentation Board Electronic format. The format required is Microsoft Word, pdf, and HTML formats.
 - Final Plan Document. The format of the final plan documents/report is required to be in both Microsoft Word, pdf and HTML formats.
 - All tables from the Final Plan Document. The format of the tables is required to be in Microsoft Word or Microsoft Excel and pdf formats.
 - All maps from the Final Plan Document such as:
 - \circ $\;$ The format of the maps is required to be in pdf.
 - GIS Files for all maps. Data shall be in the North Carolina State Plane, NAD 1983, feet coordinate system (WELLKNOWN ID 2264) and be comprised of an ESRI file geodatabase.

ATTACHMENT 1

FORM OF AGREEMENT

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and {Vendor Name}, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on {Effective Date} (the "Effective Date") and continues in effect until {Expiration Date}, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County.

Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and knowhow; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

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

23. GOVERNING LAW AND VENUE

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

24. DISPUTE RESOLUTION

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

25. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

26. NON-WAIVER

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

27. ENTIRE AGREEMENT

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

28. HEADINGS

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

29. SEVERABILITY

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

30. AMENDMENTS

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

31. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County:	Brunswick County Manager P.O. Box 249 Bolivia, NC 28422 Fax: 910-253-2022
ii. For the Provider:	{Vendor Name} {Vendor Address} {Vendor City}, {Vendor State or Territory} {Vendor Zip}

32. SIGNATURES

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

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By:

Frank Williams Chairman

[SEAL]

{VENDOR NAME}

By: _____

Printed Name: {Vendor Signatory Name}

Title: {Vendor Signatory Title}

Date: _____

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

Julie A. Miller, Finance Director Brunswick County, North Carolina

APPROVED AS TO FORM

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

EXHIBIT "A" PROPOSAL/STATEMENT OF WORK/SCOPE OF SERVICES

ATTACHMENT 2



BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insurered by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

- A. COMMERCIAL GENERAL LIABILITY
 - Covering all operations involved in this Agreement.
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Each Occurrence

- \$1,000,000 Personal and Advertising Injury Limit
- \$ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of: \$500,000 Each Accident \$500,000 Disease - Each Employee \$500,000 Disease - Policy Limit

- C. COMMERCIAL AUTOMOBILE LIABILITY \$1,000,000 Combined Single Limit – Any Auto
- D. PROFESSIONAL LIABILITY \$1,000,000 Per Occurrence
- E. POLLUTION LIABILITY INSURANCE \$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.



Brunswick County Comprehensive Land Use Plan & the Brunswick County Parks and Recreation Comprehensive Master Plan Project Resolution

WHEREAS, the Town of Belville, a North Carolina incorporated municipality, wishes to partner with Brunswick County on the Brunswick County Comprehensive Land Use Plan and the Brunswick County Parks and Recreation Comprehensive Master Plan Project; and

WHEREAS, the Town of Belville supports this important multi-jurisdictional land use planning effort that will benefit the entire community by guiding development and future land use decisions; and

WHEREAS, the Town of Belville supports this important multi-jurisdictional park and recreation planning effort that will address current trends, assess community needs, and identified future parks and recreation enhancement; and

WHEREAS, the Town of Belville is willing to dedicated funding and share in the costs of funding the Brunswick County Comprehensive Land Use Plan and the Brunswick County Parks and Recreation Comprehensive Master Plan Project based upon population size; and

NOW THEREFORE BE IT RESOLVED, that the Belville Board of Commissioners agree to participate in the Project and commit funding to the project.

ADOPTED THIS the 20th day of February, 2020.

Ryhat M. alla

Mike Allen, Mayor OF BELVILL CORPORATE SEAL SEAL

ATTEST:

Athina Williams, Town Clerk



TOWN OF CASWELL BEACH

1100 Caswell Beach Road • Caswell Beach, NC 28465 (910) 278-5471 • Fax: 1-866-271-3641 • Website: www.caswellbeach.org

Brunswick County Comprehensive Land Use Plan & the Brunswick County Parks and Recreation Comprehensive Master Plan Project Resolution

WHEREAS, the Town of Caswell Beach, a North Carolina incorporated municipality, wishes to partner with Brunswick County on the Brunswick County Comprehensive Land Use Plan and the Brunswick County Parks and Recreation Comprehensive Master Plan Project; and

WHEREAS, the Town of Caswell Beach supports this important multi-jurisdictional land use planning effort that will benefit the entire community by guiding development and future land use decisions; and

WHEREAS, the Town of Caswell Beach supports this important multi-jurisdictional park and recreation planning effort that will address current trends, assess community needs, and identified future parks and recreation enhancement; and

WHEREAS, the Town of Caswell Beach is willing to dedicated funding and share in the costs of funding the Brunswick County Comprehensive Land Use Plan and the Brunswick County Parks and Recreation Comprehensive Master Plan Project based upon population size; and

NOW THEREFORE BE IT RESOLVED, by the Town Commission of the Town of Caswell Beach to participate in the Comprehensive Master Plan Project and commit funding,

ADOPTED THIS the 12th day of March 2020.

· Children

Deborah Ahlers Mayor Chad Hicks Town Clerk City of Northwest **Resolution 19-20**

Brunswick County Comprehensive Land Use Plan & the Brunswick County Parks and **Recreation Comprehensive Master Plan Project Resolution**

WHEREAS, the City of Northwest, a North Carolina incorporated municipality, wishes to partner with Brunswick County on the Brunswick County Comprehensive Land Use Plan and the Brunswick County Parks and Recreation Comprehensive Master Plan Project; and

WHEREAS, the City of Northwest supports this important multi-jurisdictional land use planning effort that will benefit the entire community by guiding development and future land use decisions; and

WHEREAS, the City of Northwest supports this important multi-jurisdictional park and recreation planning effort that will address current trends, assess community needs, and identified future parks and recreation enhancement; and

WHEREAS, the City of Northwest is willing to dedicate funding and share in the costs of funding the Brunswick County Comprehensive Land Use Plan and the Brunswick County Parks and Recreation Comprehensive Master Plan Project based upon population size; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Northwest to participate in the Brunswick County Comprehensive Land Use Plan & the Brunswick County Parks and Recreation Comprehensive Master Plan Project and commit funding.

ADOPTED THIS the _28 day of _annau , 2020.

ATTEST: na Ahirbla

City Clerk

(SEAL)





From: John Nichols, P.E.

Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

Action Item # VII. - 3.

Utilities - Disaster Response Emergency/On-Call Construction Services Contract Task One State Utility Contractors, Notice of Award, and Associated Budget Amendment (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with State Utility Contractors, Inc., to perform construction services as defined in the Disaster Response Emergency/On-Call Construction Services Contract Work Task One contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates. Staff recommends award of the project for not to exceed amount of \$250,000.00.

Background/Purpose of Request:

In order to be better prepared to respond to possible natural disasters and emergency repairs to the county's utility infrastructure, Brunswick County Public Utilities Department made the decision to procure a contract with a contractor to provide on-call construction services in the event of an emergency. The work under Task One includes items such as, but are not limited to, providing workforce and equipment for excavation and repair of pressure and gravity lines; handling and disposing of asbestos cement pipe, traffic control, operation of heavy equipment. On March 12, 2020, two bids were received by Brunswick County and subsequently a re-bid of the project was necessary to meet bidding requirements. The second round of bids were received on April 16, 2020. Two bids were received on that date. These are detailed in the attached bid tabulation. The county has reviewed the bid proposals and recommends that Task One work be awarded to the lowest, responsive bidder, State Utility Contractors, Inc.

Consequently, it is recommended that the Board approve the Notice of Award and authorize the Chairman and the Clerk to the Board to execute the construction contract with State Utility Contractors, Inc., not to exceed amount of \$250,000.00.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations Budget Amendment appropriates fund balance of \$125,000 in each of the water and sewer funds for contract award.

Approved By County Attorney:

Yes

Advisory Board Recommendation: Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with State Utility Contractors, Inc., to

perform construction services as defined in the Disaster Response Emergency/On-Call Construction Services Contract Work Task One contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates. Staff recommends award of the project for not to exceed amount of \$250,000.00.

ATTACHMENTS:

Description

- D Utilities Certified Bid Tabulation Task One Attach 1
- **D** Utilities Contractor Bid Forms Task One State Utility Attach 2
- D 20200504 Budget Amendment On-Call State Utility Services.pdf
- 20200504 Budget Amendment On-Call State Utility Services WW.pdf

BRUNSWICK COUNTY PUBLIC UTILITIES

Emergency On-Call Construction Service Contract 3:00 PM

16-Apr-20

DATE:

BID TABULATION FORM

Company	License	Bid Security	Task One	Task Two	Task Three	Total Bid	Addendum
Name	Number		(Lump Sum)			\$	Acknowledgment
Carmichael Construction	10584	x	\$505,058.00	\$4,691,000.00	\$1,634,895.00	\$6,830,953.00	x
State Utility	17793	x	\$415,475.00	\$3,596,500.00	\$2,083,700.00	\$6,095,675.00	x
Opened By: Brent Lockamy, PE		Witnes	ss: Bob Tweedy				

Attach to Bid Attach to Bid

FORM OF PROPOSAL

То:		BRUNSWICK COUNTY ("Owner")		
From: <i>Bidder</i> Address		State Utility Contractors, Inc. P.O. Box 5019 Monroe, NC 28111-5019		
	Tele./Fax	(704) 289-6400/(704) 282-0590		
	Date of Bid	April 16, 2020		

The undersigned, as Bidder (or Contractor), hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in a contract to be entered into (hereinafter the "Contract" or "Agreement"); that this Proposal is made without connection with any other person, company, or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that it has examined all bid documents, and has read all special provisions furnished prior to the opening of bids; that it has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees that, if this Proposal is accepted and a contract is awarded by **Brunswick County**, Bidder will furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, supplies, labor, etc. necessary to complete:

Disaster Response Emergency/On-Call Construction Services

in full and complete accordance with the plans, specifications, Scope of Work and Contract Documents, to the full and entire satisfaction of **Brunswick County** and its representatives with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

ATTACHED DOCUMENTS

The following documents are attached to and made a condition of this Bid:

- Bid Security
- Identification of Minority Business Participation form
- MBE Affidavit A (Listing of Good Faith Efforts) or Affidavit B (Intent to Perform Contract with Own Workforce)

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the Scope of the Work all in accordance with the Contract Documents. Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work.

except as provided for in the General Conditions. The quantities shown on the Proposal form are for the base bid only unless the Contract Documents specifically indicate that the item(s), or any portion thereof, are part of an alternate bid element. It is the responsibility of the Contractor to apportion the cost of unit price items to the base bid and any alternates listed in the Proposal using information in the Contract Documents. In the event that the Owner selects an alternate that clearly increases or decreases the estimated quantity of a unit price item shown on the Proposal form, after selection of the Contractor, the Contractor shall be provided an updated list of estimated unit price quantities reflective of the alternates chosen. This updated list shall be used in determining any variation between the actual quantities and the estimated quantities of the unit price work. An estimated unit price item was indeed part of the Owner-selected alternate. The cost for all unit price items shall be included within either the base bid or an alternate, as applicable.

The Bidder further proposes and agrees hereby to commence work under a Contract on a date to be specified in a written Notice to Proceed issued by Brunswick County, unless otherwise specified, and shall fully complete all work thereunder within the timeframe specified by Brunswick County. Any applicable amounts for liquidated damages are stated in the General Conditions: "Time of Completion, Delays, Extension of Time."

Bidder agrees to perform all work described in the Bidding Documents for the unit prices set forth in the Bid tabulation. Work may be required to be performed at night, weekends or on holidays and no separate bid prices will distinguish for the time of work. (Bid tabulation to be completed by Bidder can be found on subsequent pages).

WORK TASK 1: BRUNSWICK COUNTY DISASTER RESPONSE EMERGENCY CONSTRUCTION SERVICES

1.Superintendent, previously approved by the Owner, to meet with the Owner within four (4) hours of notification by Owner, in order to assess the project situation with the Owner and establish the Task Order for the Contractor's scope of services and schedule for responding to the Owner's request.

\$ 205.00 per hour

Twenty-five (25) hours \$5,05.00 sub-total

SMALL CREW LINE ITEMS

2. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **0 to 6 feet in depth**.

Two (2) each \$ 6 600 sub-total

3. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 6 to 10 feet in depth.

Two (2) each \$_7,000 sub-total

4. Hourly rate for a small crew consisting of a minimum of a superintendent, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill, ability and equipment needed to excavate and repair pressure and gravity lines 0 to 6 feet

Twenty (20) hours \$ 7 000 sub-total

5. Hourly rate for a small crew consisting of a minimum of a superintendent, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 6 to 10 feet in depth.

\$ 875.00 per hour based on information above

Twenty (20) hours \$ **/7,500.** sub-total

LARGE CREW LINE ITEMS

\$4100 ° lump sum

6. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 0 to 6 feet in depth. \$ 4,000 ° lump sum

Two (2) each \$ 8,000 ° sub-total

7. Mobilization within four (4) hours of issued Task Order and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 6 to 10 feet in depth.

Two (2) each \$ 8,200 ° sub-total

8. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval by Owner.

Crews shall have the skill and ability to excavate and repair pressure and gravity lines 10 to 14 feet in

depth. \$ 4,800. lump sum

One (1) each \$ 7,500 °C sub-total

9. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 14 to 18 feet in depth. Two (2) each \$______ sub-total

10. Mobilization within four (4) hours of issued Task Order and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 18 to 20 feet in depth.

11. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 0 to 6 feet in depth. Five (5) hours \$ (coo ^{co} sub-total

\$ 1,200.00 per hour based on information above

12. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 6 to 10 feet in depth. Twenty (20) hours \$ 26,000 sub-total

$$\frac{1}{13000}$$
 per hour based on information above

13. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 10 to 14 feet in depth.

 $\frac{1}{400}$ per hour based on information above

14. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 14 to 18 feet in depth. Twenty (20) hours \$30000 sub-total

\$______ per hour based on information above

15. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 18 to 20 feet in depth. Five (5) hours \$_______sub-total

\$ 2,000.00 per hour based on information above

16. Mobilization within four (4) hours of issued Task Order or notification of Brunswick County Public Utilities and demobilization combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, well points, etc.). Two (2) each \$ 600 sub-total

\$ 3,600.00 lump sum

17. Dewatering: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, well points, etc.). Daily rate will be paid for dewatering system and will stop at the time it is determined that it is no longer needed. $\frac{2000}{2000}$ per day Five (5) days \$ <u>/0,000</u> sub-total

18. Asbestos Cement Pipe: All individuals, either Contractor or a subcontractor, working on asbestos cement ("AC") pipe shall be fully certified and trained to work on, handle, and dispose of AC pipe. Documentation of each employee's training and certification shall be provided with bid package in accordance with Attachment A. The Contractor shall have on staff the number of workers required to perform the work described in the bid form that are trained and certified to work with AC pipe. If the Contractor does not have an adequately trained workforce a subcontractor may be used (with express written permission by Brunswick County) to provide the certified workers. Price shall include all costs associated with providing employees certified to work with AC pipe. AC pipe crews shall be mobilized within four (4) hours of issued Task Order.

\$ 525,00 per hour based on information above

19. Dispose of Asbestos Cement Pipe: Price per linear foot to properly dispose of AC pipe in accordance with all applicable laws and regulations.

\$ 90.00 per linear foot

Twenty (20) L.F. \$ 1,800,00 sub-total

20. Traffic Control: Contractor shall provide all signs, cones, barricades, and other related or required traffic control devices to meet the NCDOT standards of the MUTCD. Contractor is responsible for traffic control planning and approval by any jurisdictional regulating agency. Rate shall include all labor, traffic control devices, vehicles, trailers, etc. that may be required to transport install and remove the devices after the project is completed. Rate for traffic control shall be paid for on a unit price basis. A day will be measured as a twenty-four (24) hour period. If it is necessary for the Contractor to purchase a specific sign, Contractor shall invoice Brunswick County for the reasonable cost of same. Any such purchase must be approved by Brunswick County in advance. Purchased signs will be the property of Brunswick County and will be returned to Brunswick County when construction is completed. The early warning signs are incidental to the specific project.

A. Single lane closure on two (2) lane roads with posted speed limit less than 30 MPH. $\frac{300.00}{100}$ lump sum per day Ten (10) each $\frac{300.00}{100}$ sub-total

B. Single lane closure on two (2) lane roads with posted speed limit greater than 30 MPH. \$_375.°° lump sum per day Ten (10) each \$_375.°° sub-total

C. Road closures on two (2) lane roads from intersection to intersection with posted speed limit less than 30 MPH.

\$ 450.00 lump sum per day

Ten (10) each \$ 4 500. Sub-total

D. Road closure on two (2) lane roads from intersection to intersection with posted speed limit greater than 30 MPH.

\$ 525.00 lump sum per day

Ten (10) each \$ 5,250. sub-total

E. Single or dual lane closure on four (4) lane road with existing turn lane(s) with posted speed limit less than 50 MPH.

limit less than 50 MPH. \$_______ lump sum per day

Ten (10) each \$**8,250.[∞]** sub-total

F. Single or dual lane closure on four (4) lane road with existing turn lane(s) with posted speed limit greater than 50 MPH.

\$_900.00 lump sum per day

One (1) each \$ **900 °°** sub-total

G. Closure of intersection, three (3) or less lanes at intersection with posted speed limit less than 30 MPH.

\$______ lump sum per day

Ten (10) each \$ 4 500 sub-total

H. Closure of intersection, three (3) or less lanes at intersection with posted speed limit greater than 30 MPH.

\$_525.° lump sum per day

Five (5) each \$ 📿 🛵 🕉 sub-total

Attach to Bid Attach to Bid

I. Closure of intersection, four (4) or more lanes in more than one direction at intersection with posted speed limit less than 30 MPH.

\$ 825.00 lump sum per day

Five (5)each \$4125.00 sub-total

J. Closure of intersection, four (4) or more lanes in more than one direction at intersection with posted speed limit greater than 30 MPH.

\$ 900.00 lump sum per day

Five (5) each \$ 4 500.00 sub-total

K. Price for Variable Message Board ("VMB") utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup and demobilization. Payment shall start when the VMB is installed and is operational as directed by the Brunswick County and payment shall stop at the completion of construction or when notified by Brunswick County that VMB is no longer required.

\$ (25.00 per each unit each day

Fifteen (15) each \$_**_O_A_S. ^**Sub-total

L. Light Tower utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup and demobilization. Payment shall start when the light tower is installed as directed by the Brunswick County and payment shall stop at the completion of construction or when notified by Brunswick County that light tower is no longer required. \$_306.°° per each unit each day Five (5) each \$ 1,500.00 sub-total

21. Additional equipment with operators (No Shared Operators):

A. Dump truck, single axle with operator. \$______\$___ per hour

Fifteen (15) hours \$ 1950. Sub-total

B. Dump truck, dual rear axle with operator. \$_______per hour

C. Dump truck, tri rear axle with operator. \$ 180.00 per hour

Five (5) hours \$ 900.00 sub-total

Fifteen (15) hours \$ 2,475. sub-total

D. Mobilization and demobilization as a combined lump sum for a rubber-tired backhoe with operator. One (1) each \$ 1,200 sub-total

\$<u>1,200</u> lump sum

E. Rubber-tired backhoe with operator. \$ 150.00 per hour

Five (5) hours \$ 750.00 sub-total

F. Mobilization and demobilization as a combined lump sum for an excavator (approximately 50,000 lb. class) with operator.

\$2,800.00 lump sum

One (1) each \$ 2,800 sub-total

G. Excavator (approximately 50,000 lb. class) with operator. $\frac{180.00}{100}$ per hour Five (5) Five (5) hours \$ 960. • • sub-total

Form of Proposal

Attach to Bid H. Mobilization and demobilization as a combined lump sum for an excavator (approximately 70,000 lb. class) with operator. \$ 2.900 ⁰⁰ lump sum One (1) each \$ 2900 * sub-total I. Excavator (approximately 70,000 lb. class) with operator. \$ 225. 00 per hour Five (5) hours \$ 1,125.00 sub-total J. Mobilization and demobilization as a combined lump sum for an excavator (approximately 100.000 lb. class) with operator. One (1) each \$ 7,000.000 sub-total \$ 7 000.00 lump sum K. Walk-behind asphalt cutter (Lowest rental rate available per hour) \$ 9(5, ⁶⁶ _ per hour Ten (10) hours \$<u>900, ⁶⁶ _</u> sub-total \$ <u>96</u>, <u>oo</u> per hour Five (5) hours \$ 2,000. Sub-total M. Broom tractor with operator. \$ 100.00 per hour Fifteen (15) hours \$ 1,500 ° sub-total N. Superintendent, each \$ 205.00 per hour Five (5) hours \$ / 025.00 sub-total O. Foreman, each Five (5) hours \$ 850. Sub-total \$ 170.0° per hour P. Laborer, each \$ 7.5.00 per hour Fifteen (15) hours \$<u>1,125</u> sub-total Q. Equipment Operator, each \$ 120,00 per hour Five (5) hours \$ 1,00° sub-total

22. Materials:

A. It will be up to the discretion of Brunswick County what materials, if any, will be provided. Contractor will be responsible for providing all other materials in an amount not to exceed \$50,000.00. Any purchase of materials in excess of \$50,000.00 must be approved by Brunswick County in advance. Shipping/handling fee shall not exceed 10% of material cost. Contractor to invoice Brunswick County for reimbursement of materials.

B. It will be the Contractor's responsibility to remove and dispose of excavated materials. Contractor will bill Brunswick County for the cost of same.

23. It will be the Contractor's responsibility to maintain the safety and security of the work area at all

24. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Standard pump assumes open discharge up to 12" discharge piping.

\$<u>5,500.00</u> lump sum

25. By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Standard pump assumes open discharge up to 12" discharge piping.

\$ 4,500.00 per day

5 days \$22,500. sub-total

26. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Assume High pressure and high flow situation. Up to 12" discharge piping. 5 each \$ 32 500. sub-total

\$ 6 500.00 lump sum

27. By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Assume High pressure and high flow situation. Up to 12" discharge piping.

\$ 6000 per day

5 days \$ <u>30,000.</u> sub-total

Emergency Service Repairs: (add sub-totals for Work Task #1):

Work Task #1 Four hundred Fifteen	thousand	Four	Dollars (\$) 4	15,475.00
hundred seventy	, Fix and	00/100		

WORK TASK 2: EMERGENCY REPAIR OF 48-INCH PCCP RAW WATER MAIN

- 1. Large crew and equipment to remove and replace 48" prestressed concrete cylinder pipe ("PCCP") \$ 23 000. 00 L.F.
- 2. Line Stop with 30" high-density polyethylene ("HDPE") by-pass \$.500,000.
 \$ _______ each \$ _______ L.F. of 30"
- 3. Point repair by installing PCCP temporary repair clamp (to be provided by Brunswick County) \$ 750 000. " each One (1) each \$750000 sub-total

Emergency Service Repairs of 48-Inch PCCP Raw Water Main: (add sub-totals for Work Task #2): Work Task #2<u>Three Million, Fixpundered nirety six</u> Dollars (\$) <u>3,596,500</u>. Housand, Fix hundred and og/100

WORK TASK 3: WATER/SEWER SERVICES AND SEWER GRINDER STATION ON-CALL INSTALLATION

Water services:

1. Short side 1" water service and tap (includes connection to main, up to 50' of 1" copper tube size ("CTS") pipe Installed within R/W or easement by open trench methods including all parts and box with landscaping. (Meter to be supplied by Brunswick County). (Short side is the same side of the roadway that the water main is on). Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.

\$ 3 910.00 lump sum

2. Long side 1" water service and tap (includes connection to main, up to 60' of 1" CTS pipe installed within R/W or easement by dry bore or wet bore methods including all parts and box with landscaping. (Meter to be supplied by Brunswick County). (Long side is the other side of the roadway that the Water main is on). Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.

\$ 7,250.00 lump sum

Five (5) each \$ 36,250 Sub-total

100 L.F. \$ 4,500.0 sub-total

Five (5) each \$ 19,550. Sub-total

- 3. Extra L.F. price if short side 1" Water Service and Tap goes over 51'. \$ 45.00 L.F.
- 4. Extra L.F. price if Long side 1" Water Service and Tap goes over 6 1'. 100 L.F. \$ 7000 sub-total \$ 20,00 L.F.

Sewer services:

If Contractor supplies Grinder Pump Stations:

5. Residential Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, and up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.

Five (5) Each \$ 75,000. Sub-total

6. Residential High Head Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time. \$______Each

\$ 15,000, Each

Five (5) Each \$ 80,000 . Sub-total

If Brunswick County supplies Grinder Pump Stations:

7. Residential Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with F-11 Form of Proposal

electrical components and landscaping. Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.

Five (5) Each \$ 43,000. Sub-total

Five (5) Each \$ 43 500 sub-total

8. Residential High Head Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes. And up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.

9. 4" Near-side Residential Gravity Service Tap (includes connection to gravity main or vacuum pit, "nearside" piping installed within R/W or easement by open trench methods and cleanout up to 5' excavation) Five (5) Each \$ 31,000 sub-total

- 10. Near-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot. く 17ん。^の /L.F. Ten (10) L.F. \$<u>1,700</u> sub-total
- 11. Far-side Gravity Service Tap 4" Far-side residential taps (includes connection to gravity main or vacuum pit, "farside" piping installed within R/W or easement by open trench methods and cleanout and asphalt repair to meet existing roadway up to 5' excavation) Five (5) Each \$ 60,000 sub-total \$ 12,000 ° Each
- 12. Far-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot. Ten (10) L.F. \$<u>6,000</u> sub-total \$ 600 /L.F.
- 13. Sod 35, 00_/Sq. Yd.
- 14. Horizontal Directional Drill (C900 Pipe). All directional drilling shall be paid per linear foot as indicated on the bid form. The price per linear foot shall include all labor, material, site work, transitions, transition fittings, appurtenances, equipment, and piping as indicated from boring pit to recovery pit. Contractor shall field verify all directional drill lengths as required for complete installation. Pay item shall also include all clearing, all trenching and excavation work (including all rock excavation), disposal of excess materials, temporary shoring and bracing, dewatering, furnishing and installing all pipe, jointing materials, joint restraints, pipe embedment, final backfill, pipe collars, concrete anchors, thrust blocking, warning tape, and tracer wire. The price shall also include fittings as required to transition between different pipe materials and sizes as required for a complete installation of the main. Cost shall include all testing, chlorination and Bac-T samples. Measurement for pipe length shall be by horizontal distance along the centerline of the pipe. Pipe lengths for main lines will be measured without deduction for valves or fittings.

/L.F. of 6" C900 Pipe /L.F. of 8" C900 Pipe /L.F. of 10" C900 Pipe /L.F. of 12" C900 Pipe

1000 L.F. \$ <u>[[60,000 ^{cd}</u>] 1000 L.F. \$ <u>175,000 ^{cd}</u> sub-total sub-total 1000 L.F. \$ 200 00 .00 sub-total 1000 L.F. \$ 220,000 ° sub-total

100 Sq. Yd. \$<u>3,500.</u> sub-total

\$ 300. /L.F. of 16" C900 Pipe 5 520. /L.F. of 24" C900 Pipe 5 3,000. /EA of 6" GV 5 3,200. /EA of 8" GV	1000 L.F. \$ $300,000$ $\stackrel{\circ}{\circ}$ sub-total 1000 L.F. \$ $520,000$ $\stackrel{\circ}{\circ}$ sub-total 1 EA \$ $2,000$ $\stackrel{\circ}{\circ}$ sub-total 1 EA \$ $3,200$ $\stackrel{\circ}{\circ}$ sub-total
$\frac{4}{500.0}$ /EA of 12" GV $\frac{10}{500.00}$ /EA of 16" GV $\frac{35}{500.00}$ /EA of 24" GV $\frac{5}{600.00}$ /EA of 16" BV	1 EA $\$ 4.500^{\circ\circ}$ sub-total 1 EA $\$ 10.000^{\circ\circ}$ sub-total 1 EA $\$ 35.000^{\circ\circ}$ sub-total 1 EA $\$ 6.500^{\circ\circ}$ sub-total
\$ 14 coo coo /EA of 24" BV \$ 13 coo /LBS D.I. MJ Fittings \$ 13 coo /Abandon Existing line LS	$1 \text{ EA} \qquad \qquad$

On-Call Installation: (add sub-totals for Work Task #3):

Work Task #3 Twomillion, Eighty three thousand, ____ Dollars (\$) 2,083,700.00 Seven hundred and 00/100 The above unit prices shall include all costs to the Contractor including, without limitation, fuel, travel,

transport, hauling, permits, overhead, profit, taxes, insurance, lube, and service requirements, etc.

All Work covered in the Contract Documents:

Bidders shall write out the total amounts in both word format and number format.

Total Of All Work Tasks:

Sixmilion, and ninete file thansaid six Dollars (\$) 6, 895 675.00 The parties agree to negotiate in good faith for any amounts that exceed those stated herein which are

solely attributable to unanticipated conditions.

Each Bidder must show evidence that it is licensed as a contractor under Chapter 87 of the North Carolina General Statutes. The Bidder must have the following NC General Contractor's license to be gualified to perform the work associated with this bid: ' Limitation: Unlimited

Classification(s): Unclassified

Each Bidder must acknowledge that subcontractors are only to be used with the express written permission of Brunswick County.

Contractors shall be responsible for providing the minimum required personnel and equipment at all times during project as indicated in each bid item. If the Contractor is unable to meet the minimum requirements, the bid item will not be paid at the approved rate. The rate may be paid at a proportional amount based on the percentage of equipment/personnel actually provided.

Brunswick County reserves the right to award the contract for each Work Task to one Bidder or multiple contracts to multiple Bidders based on the bid totals for each distinctive Work Task above (3 total).

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

<u>Provide with the bid</u> - Under NCGS 143-128.2(c) the undersigned Bidder shall identify <u>on its bid</u> (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. <u>Also</u> list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A Contractor that performs all of the work with its <u>own workforce</u> may submit an Affidavit **B** to that effect in lieu of Affidavit **A** required above. The Minority Business Participation Form must still be submitted even if there is zero participation.

<u>After the bid opening</u> - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit **C** that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is <u>equal to or more than the goal</u> established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit **D** is not necessary;

OR

If less than the goal, Affidavit **D** of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

Note: Bidders must always submit <u>with their bid</u> the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said Contract, provide performance and payment bonds, and certificates of insurance within ten (10) consecutive calendar days after being given written notice of the award of Contract, the certified check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash, or bid bond accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this day ofApril 16,	2020
State Utility Contractors, In	c.
	Corporation Making Bid)
WITNESS:	By: Roy Brown Signature
	Name: Ronald L. Brown
(Proprietorship, Partnership, or LLC)	Print or Type
	Title: President
	(Owner/Co-Partner/President/Vice President/Manager)
	Address: P.O. Box 5019
ATTEST:	Monroe, NC 28111-5019
By: R. Scott Little	License No. 17793
Title: Asst. Secretary	Federal I.D. No. <u>56-1444827</u>
(Corp. Sec. or Asst. Sec. only)	
Addendum received and used in computing bid:	
Addendum No. 1 Addendum No. 3	_ Addendum No. 5 Addendum No. 7
Addendum No. 2 Addendum No. 4	_ Addendum No. 6 Addendum No. 8

STATE UTILITY CONTRACTORS, INC. UNANIMOUS WRITTEN CONSENT TO INFORMAL ACTION OF THE BOARD OF DIRECTORS WITHOUT MEETING

The undersigned, being all of the members of the Board of Directors of State Utility Contractors, Inc., a North Carolina corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of Section 55-29 of the North Carolina General Statutes, do hereby waive any and all requirements for the holding of a meeting or meetings of the Board of Directors of the Corporation and do hereby take the following action and adopt the following preambles and resolutions by signing our written consent hereto:

WHEREAS, the Board of Directors of the Corporation deems it desirable and practical to conduct the day-to-day operations of the Corporation in an efficient manner and without an undue amount of meetings and consultation, and

WHEREAS, the corporate charter and by-laws require the President and such other officers as are required or deemed appropriate to sign certain official documents on behalf of the Corporation.

NOW, THEFEFORE, BE IT RESOLVED, that the President of the Corporation be and he is hereby authorized and directed to take such action and sign such documents as he deems appropriate and prudent to conduct the operations of the Corporation in an efficient manner. Such direction includes, but is not necessarily limited to, entering into and executing contracts; entering into and executing loans from banks or other financial institutions or individuals; overseeing investment of cash funds; buying and selling, leasing or renting equipment and supplies; entering into and executing contracts for insurance of any and all nature necessary; and entering into and executing such other contracts as may be appropriate to the efficient and prudent operations of the Corporation

AND, we do hereby unanimously consent to all of the action described in the foregoing preambles and resolution and that said action and resolution shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation and that this document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation.

WITNESS, our hands and seals, this action to be effective as of the 6th day of April, 2015.

Norwood

Charles K. Morgar

Steve H. Brown

Ronald L. Brow

Michael L. McLamb

License No.

17793

Lirense Year

2020

NORTH CAR

zarth Carolina

Licensing Board for General Contractors

Chis is to Certify Chat: State Utility Contractors, Inc Monroe, NC

is duly registered and entitled to practice General Contracting

Limitation: Unlimited Classification: Unclassified

Al and a second

December 31, 2020 when this Certificate expires. Witness our hands and seal of the Board. Bated, Baleigh, N.C. January 1, 2020 This certificate may not be altered.

until

Ibairman

Secretary-Treasurer

FORM OF BID BOND

BIDDER (Name and Address):

State Utility Contractors, Inc.

4417 Old Charlotte Hwy.

Monroe, NC 28110

SURETY (Name and Address of Principal Place of Business):

Hartford Accident and Indemnity Company
Bond Claim Dept., One Hartford Plaza, T-4
Hartford, CT 06155-0001

Owner:

Brunswick County P. O. Box 249 Bolivia, NC 28422

BID

BID DUE DATE: <u>April 16, 2020</u> PROJECT (Brief Description Including Location): Disaster Response Emergency/On-Call Construction Services

BOND

BOND NUMBER: Bid Bond DATE: (Not Later than Bid Due Date): April 16, 2020 PENAL SUM: Five Percent of Amount Bid - - - (5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms of the Contract Documents, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative. THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the Contract for which the bid is submitted and shall execute the Contract and give bond for the faithful performance thereof within ten (10) days after the award of same to the Bidder, then this obligation shall be awarded by NCGS 143, 29, it restricts thall, upon demand, forthwith pay to the Owner the penal sum amount set forth above. Provided further, the title bid may be with drawn as provided by NCGS 143-129.1

BIDDER SEAL SUBETY	
State Utility Contractors, Inc. Seal Harford Accident and Indemnity Company (Seal) Bidder's Name and Corporate Seal WORTH CAR Surety's Name and Corporate Seal Image: Carbon Surety's Name and Corporate Seal	
By: <u>Signature and Title Ronald L. Brown</u> By: <u>Debru S. Kutter</u> Signature and Title Ronald L. Brown	n-Fact
Attest: <u>R. Scott Little</u> Signature and Title R. Scott Little Asst. Secretary	

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

POWER OF ATTORNE

Hartford

22

Direct Inquiries/Clalms to: THE HARTFORD BOND, T-12 **One Hartford Plaza** Hartford, Connecticut 06155 Bond,Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC

Agency Code: 22-271157 Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut X Χ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut X Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana Hartford insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Margaret Clark, H. Thomas Dawkins, Raymond J. Garruto, Brad W. Gibson, Carole Holland, Wendy E. Lahm, Martin Pallazza, Debra S. Ritter, Linda Shaw, Jenny Snell, Robert C. Tresher, Angela M. Yount of CHARLOTTE, North Carolina

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by 🖾, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



STATE OF CONNECTICUT

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 16, 2020.



Kevin Heckman, Assistant Vice President

Identification of Minority Business Participation

I, State Utility Contractors, Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following Minority Business Enterprises (MBE) as construction subcontractors, vendors, suppliers, or providers of professional services.

Firm Name, Address, and Phone #	Work Type	*Minority Category
NIA		
•		

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Attach to Bid **Brunswick County**

AFFIDAVIT A - Listing of Good Faith Efforts A ff. J

Allidavit of	State	II++1.	(maine)	of Bidder)	
	- cute	<u>otility</u>	Contractors.	Ing	

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor, or available on State or local government-maintained lists, at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.

2 - (10 pts) Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bids are due.

3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.

4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses that provide assistance in recruitment of minority businesses.

5 - (10 pts) Attended pre-bid meetings scheduled by the owner.

6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for Subcontractors.

- 7 (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- 9 (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

10 – (20 pts) Provided quick pay agreements and policies to enable minority Contractors and suppliers to meet cash-flow demands.

11 - (20 pts) A minimum of two (2) or all, if only one (1) is indicated, of the MBE firms indicated on the "Identification of Minority Business Participation" form are Brunswick County based.

The undersigned, if apparent low Bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of Contract to be executed with the Owner. Substitution of Contractors must be in accordance with NCGS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date:	Name of Authorized Officer: Signature:		f Rm		
WILLIAN COM	Title:	Duraldant			<u></u>
WILLIAMS III	State of <u>NC</u>	_, County of	Union		
× (Subscribed and sworn to be	fore me this	<u>16th</u> day of	April	2020
	Notary Public ALDA W	Nilliamso			
THE GROUP CHINA	My commission expires _9	-5-2021	_		
MERIPOWNEY	I	F-21			

	Request Info		
Туре	Budget Amendment		
Description	on On-Call Services State Utility Water		
Justification	Board Meeting 05/04/2020-Appropriate \$125,000 of expendable net assets for the award of construction contract to State Utility Contractors for on-call construction services in the event of an emergency.		
Originator	Tiffany Rogers		

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
619800	399200	Interfund Trans Water Fund	Expendable Net Assets Appropr	125000	Increase	Credit
617110	439905	Water - Administration	Contract Services Restricted	125000	Increase	Debit

Total	
Grand Total:	250000

	Request Info		
Туре	Budget Amendment		
Description	On-Call Services State Utility Wastewater		
Justification	Board Meeting 05/04/2020-Appropriate \$125,000 of expendable net assets for the award of construction contract to State Utility Contractors for on-call construction services in the event of an emergency.		
Originator	Tiffany Rogers		

			Items			
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
629800	399200	Interfund Trans Wastewater Fnd	Expendable Net Assets Appropr	125000	Increase	Credit
627210	439905	Wastewater - Administration	Contract Services Restricted	125000	Increase	Debit

Total	
Grand Total:	250000



From: John Nichols, P.E.

Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

Action Item # VII. - 4.

Utilities - Disaster Response Emergency/On-Call Construction Services Contract Task Three Carmichael Construction, Notice of Award, and Associated Budget Amendment (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with Carmichael Construction Company, Inc., to perform construction services as defined in the Disaster Response Emergency/On-Call Construction Services Contract Work Task Three contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates. Staff recommends award of the project for the not to exceed amount of \$250,000.00.

Background/Purpose of Request:

In order to be better prepared to respond to possible natural disasters and emergency repairs to the county's utility infrastructure, Brunswick County Public Utilities Department made the decision to procure a contract with a contractor to provide on-call construction services in the event of an emergency. The work under the Task Three includes items such as, but are not limited to, providing the workforce and equipment to install and repair water services, sewer services, including sewer grinder pump stations, connection to the force mains, and provide horizontal directional drill services. On March 12, 2020, two bids were received by Brunswick County and subsequently a re-bid of the project was necessary to meet bidding requirements. The second round of bids was received on April 16, 2020. Two bids were received on that date. The county has reviewed the bid proposals and recommends that Task Three work be awarded to the lowest, responsive bidder, Carmichael Construction Company, Inc.

Consequently, it is recommended that the Board approve the Notice of Award and authorize the Chairman and the Clerk to the Board to execute the construction contract with Carmichael Construction Company, Inc., not to exceed amount of \$250,000.00.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations Budget Amendment appropriates fund balance of \$125,000 in each of the water and sewer funds for contract award.

Approved By County Attorney:

Yes

Advisory Board Recommendation: Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with Carmichael Construction

Company, Inc., to perform construction services as defined in the Disaster Response Emergency/On-Call Construction Services Contract Work Task Three contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates. Staff recommends award of the project for the not to exceed amount of \$250,000.00.

ATTACHMENTS:

Description

- D Utilities Certified Bid Tabulation Task Three Attach 1
- D Utilities Contractor Bid Forms Task Three Carmichael Construction Attach 2
- D 20200504 Budget Amendment On-Call Services Water.pdf
- 20200504 Budget Amendment On-Call Services Wastewater.pdf

BRUNSWICK COUNTY PUBLIC UTILITIES

Emergency On-Call Construction Service Contract 3:00 PM

16-Apr-20

DATE:

BID TABULATION FORM

Company	License	Bid Security	Task One	Task Two	Task Three	Total Bid	Addendum
Name	Number		(Lump Sum)			\$	Acknowledgment
Carmichael Construction	10584	x	\$505,058.00	\$4,691,000.00	\$1,634,895.00	\$6,830,953.00	x
State Utility	17793	x	\$415,475.00	\$3,596,500.00	\$2,083,700.00	\$6,095,675.00	x
Opened By: Brent Lockamy, PE		Witnes	Bob Tweedy				

FORM OF PROPOSAL

To:		BRUNSWICK COUNTY ("Owner")
From:	Bidder	Carmichael Construction Company Inc.
	Address	P.O. Box 11029 Southport, NC 28461
	Tele./Fax	910-457-6510/910-457-9084
	Date of Bid	April 16th, 2020

The undersigned, as Bidder (or Contractor), hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in a contract to be entered into (hereinafter the "Contract" or "Agreement"); that this Proposal is made without connection with any other person, company, or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that it has examined all bid documents, and has read all special provisions furnished prior to the opening of bids; that it has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees that, if this Proposal is accepted and a contract is awarded by **Brunswick County**, Bidder will furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, supplies, labor, etc. necessary to complete:

Disaster Response Emergency/On-Call Construction Services

in full and complete accordance with the plans, specifications, Scope of Work and Contract Documents, to the full and entire satisfaction of **Brunswick County** and its representatives with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

ATTACHED DOCUMENTS

The following documents are attached to and made a condition of this Bid:

- Bid Security
- Identification of Minority Business Participation form
- MBE Affidavit A (Listing of Good Faith Efforts) or Affidavit B (Intent to Perform Contract with Own Workforce)

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the Scope of the Work all in accordance with the Contract Documents. Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work,

Form of Proposal

except as provided for in the General Conditions. The quantities shown on the Proposal form are for the base bid only unless the Contract Documents specifically indicate that the item(s), or any portion thereof, are part of an alternate bid element. It is the responsibility of the Contractor to apportion the cost of unit price items to the base bid and any alternates listed in the Proposal using information in the Contract Documents. In the event that the Owner selects an alternate that clearly increases or decreases the estimated quantity of a unit price item shown on the Proposal form, after selection of the Contractor, the Contractor shall be provided an updated list of estimated unit price quantities reflective of the alternates chosen. This updated list shall be used in determining any variation between the actual quantities and the estimated quantities of the unit price work. An estimated unit price item was indeed part of the Owner-selected alternate. The cost for all unit price items shall be included within either the base bid or an alternate, as applicable.

The Bidder further proposes and agrees hereby to commence work under a Contract on a date to be specified in a written Notice to Proceed issued by Brunswick County, unless otherwise specified, and shall fully complete all work thereunder within the timeframe specified by Brunswick County. Any applicable amounts for liquidated damages are stated in the General Conditions: "Time of Completion, Delays, Extension of Time."

Bidder agrees to perform all work described in the Bidding Documents for the unit prices set forth in the Bid tabulation. Work may be required to be performed at night, weekends or on holidays and no separate bid prices will distinguish for the time of work. (Bid tabulation to be completed by Bidder can be found on subsequent pages).

WORK TASK 1: BRUNSWICK COUNTY DISASTER RESPONSE EMERGENCY CONSTRUCTION SERVICES

1. Superintendent, previously approved by the Owner, to meet with the Owner within four (4) hours of notification by Owner, in order to assess the project situation with the Owner and establish the Task Order for the Contractor's scope of services and schedule for responding to the Owner's request.

\$ 150.00 per hour

Twenty-five (25) hours \$ 3750.00 sub-total

SMALL CREW LINE ITEMS

2. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **0 to 6 feet in depth**.

\$<u>5196.00</u> lump sum

Two (2) each \$ 10392.00 sub-total

3. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 6 to 10 feet in depth.

\$<u>7896.00</u> lump sum

Two (2) each \$ 15792.00 sub-total

4. Hourly rate for a small crew consisting of a minimum of a superintendent, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill, ability and equipment needed to excavate and repair pressure and gravity lines 0 to 6 feet in depth.

\$ 520.00 per hour based on information above

Twenty (20) hours \$ 10400.00 sub-total

5. Hourly rate for a small crew consisting of a minimum of a superintendent, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 6 to 10 feet in depth.

\$ 600.00 per hour based on information above

Twenty (20) hours \$ 12000.00 sub-total

LARGE CREW LINE ITEMS

6. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **0 to 6 feet in depth**. 5 8870.00 lump sum Two (2) each \$ <u>17740.00</u> sub-total

7. Mobilization within four (4) hours of issued Task Order and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **6 to 10 feet in depth**. **5** 11990.00 lump sum Two (2) each \$23980.00 sub-total

8. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval by Owner.

Attach to Bid Crews shall have the skill and ability to excavate and repair pressure and gravity lines 10 to 14 feet in \$ 18786.00

lump sum

ttach to Bid Attach to Bid Attach to Bid

Two (2) each \$ 37572.00 sub-total

9. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 14 to 18 feet in depth.

\$ 28153.00 _ lump sum

Two (2) each \$ 56306.00 sub-total

10. Mobilization within four (4) hours of issued Task Order and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 18 to 20 feet in depth.

\$ 35281.00 lump sum

One (1) each \$ 35281.00 sub-total

11. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 0 to 6 feet in depth.

\$ 700.00 per hour based on information above Five (5) hours \$3500.00 sub-total

12. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 6 to 10 feet in depth.

\$ 800.00 per hour based on information above Twenty (20) hours \$ 16000.00 sub-total

13. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall

have the skill, ability and equipment to excavate and repair pressure and gravity lines 10 to 14 feet in \$ 900.00

per hour based on information above

Twenty (20) hours \$<u>18000.00</u> sub-total

14. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 14 to 18 feet in depth.

\$ 1000.00 per hour based on information above Twenty (20) hours \$20000.00 sub-total

15. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 18 to 20 feet in depth. Five (5) hours \$ 5750.00 sub-total

\$ 1150.00 per hour based on information above

16. Mobilization within four (4) hours of issued Task Order or notification of Brunswick County Public Utilities and demobilization combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, well points, etc.).

\$ 6000.00 lump sum Two (2) each \$ 12000.00 sub-total

17. Dewatering: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, well points, etc.). Daily rate will be paid for dewatering system and will stop at the time it is determined that it is no longer needed.

\$ 2000.00 per day Five (5) days \$ 10000.00 sub-total

18. Asbestos Cement Pipe: All individuals, either Contractor or a subcontractor, working on asbestos cement ("AC") pipe shall be fully certified and trained to work on, handle, and dispose of AC pipe. Documentation of each employee's training and certification shall be provided with bid package in accordance with Attachment A. The Contractor shall have on staff the number of workers required to perform the work described in the bid form that are trained and certified to work with AC pipe. If the Contractor does not have an adequately trained workforce a subcontractor may be used (with express written permission by Brunswick County) to provide the certified workers. Price shall include all costs associated with providing employees certified to work with AC pipe. AC pipe crews shall be mobilized within four (4) hours of issued Task Order.

_ per hour based on information above \$ 2500.00

19. Dispose of Asbestos Cement Pipe: Price per linear foot to properly dispose of AC pipe in accordance with all applicable laws and regulations.

\$_150.00 per linear foot

Twenty (20) L.F. \$ 3000.00 _____ sub-total

20. Traffic Control: Contractor shall provide all signs, cones, barricades, and other related or required traffic control devices to meet the NCDOT standards of the MUTCD. Contractor is responsible for traffic control planning and approval by any jurisdictional regulating agency. Rate shall include all labor, traffic control devices, vehicles, trailers, etc. that may be required to transport install and remove the devices after the project is completed. Rate for traffic control shall be paid for on a unit price basis. A day will be measured as a twenty-four (24) hour period. If it is necessary for the Contractor to purchase a specific sign, Contractor shall invoice Brunswick County for the reasonable cost of same. Any such purchase must be approved by Brunswick County in advance. Purchased signs will be the property of Brunswick County and will be returned to Brunswick County when construction is completed. The early warning signs are incidental to the specific project.

A. Single lane closure on two (2) lane roads with po	sted speed limit less than 30 MPH.
\$ <u>580.00</u> lump sum per day	Ten (10) each \$ <u>5800.00</u> sub-total
B. Single lane closure on two (2) lane roads with po	sted speed limit greater than 30 MPH.
\$ 600.00 lump sum per day	Ten (10) each \$ <u>6000.00</u> sub-total
C. Road closures on two (2) lane roads from interse	action to intersection with posted speed limit
less than 30 MPH.	clinit to intersection with posted speed inne
\$ <u>750.00</u> lump sum per day	Ten (10) each \$ <u>7500.00</u> sub-total
D. Road closure on two (2) lane roads from interse	ction to intersection with nosted speed limit
greater than 30 MPH.	intersection with posted speed mine
<u>§ 850.00</u> lump sum per day	Ten (10) each \$ <u>8500.00</u> sub-total
F. Single on ductions closure on four (4) long road	with ovicting turn long(s) with ported speed
E. Single or dual lane closure on four (4) lane road limit less than 50 MPH.	with existing turn lane(s) with posted speed
\$ <u>1350.00</u> lump sum per day	Ten (10) each \$ <u>13500.00</u> sub-total
C. Cingle on dual land sharing an form (4) land road	with winting the law (a) with weater an and
F. Single or dual lane closure on four (4) lane road limit greater than 50 MPH.	with existing turn lane(s) with posted speed
\$ <u>2650.00</u> lump sum per day	One (1) each \$ <u>2650.00</u> sub-total
G. Closure of intersection, three (3) or less lanes at 30 MPH.	intersection with posted speed limit less than
\$ <u>1400.00</u> lump sum per day	Ten (10) each \$14000.00 sub-total
H. Closure of intersection, three (3) or less lanes at the 20 MDU	t intersection with posted speed limit greater
than 30 MPH. § 1600.00 lump sum per day	Five (5) each \$ <u>8000.00</u> sub-total

1. Closure of intersection, four (4) or more lanes in more than one direction at intersection with posted speed limit less than 30 MPH.

\$_1800.00 lump sum per day

Five (5)each \$_9000.00____ sub-total

J. Closure of intersection, four (4) or more lanes in more than one direction at intersection with posted speed limit greater than 30 MPH.

\$ 2500.00 lump sum per day Five (5) each \$ 12500.00 sub-total

K. Price for Variable Message Board ("VMB") utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup and demobilization. Payment shall start when the VMB is installed and is operational as directed by the Brunswick County and payment shall stop at the completion of construction or when notified by Brunswick County that VMB is no longer required.

\$ 500.00 per each unit each day Fifteen (15) each \$ 7500.00 sub-total

L. Light Tower utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup and demobilization. Payment shall start when the light tower is installed as directed by the Brunswick County and payment shall stop at the completion of construction or when notified by Brunswick County that light tower is no longer required. \$500.00 _____ per each unit each day Five (5) each \$2500.00 _____ sub-total

21. Additional equipment with operators (No Shared Operators):

A. Dump truck, single axle with operator. \$_65.00 per hour	Fifteen (15) hours \$ <u>975.00</u> sub-total
B. Dump truck, dual rear axle with operator.	Fifteen (15) hours \$ <u>1350.00</u> sub-total
C. Dump truck, tri rear axle with operator. \$110.00 per hour	Five (5) hours \$ <u>550.00</u> sub-total
D. Mobilization and demobilization as a combin	ed lump sum for a rubber-tired backhoe with
operator. \$ <u>1100.00</u> lump sum	One (1) each \$ <u>1100.00</u> sub-total
E. Rubber-tired backhoe with operator. \$_100.00 per hour	Five (5) hours \$500.00 sub-total
F. Mobilization and demobilization as a combin	ed lump sum for an excavator (approximately
50,000 lb. class) with operator. \$1650.00 lump sum	One (1) each \$ <u>1650.00</u> sub-total
G. Excavator (approximately 50,000 lb. class) with \$150.00 per hour	n operator. Five (5) hours \$ <u>750.00</u> sub-total

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to H. Mobilization and demobilization as a combined 70,000 lb. class) with operator. \$2200.00 lump sum	Bid Attach to Bid Attach to Bid Attach to Bid lump sum for an excavator (approximately One (1) each \$_2200.00 sub-total
9per nour	Five (5) hours \$
J. Mobilization and demobilization as a combined 100,000 lb. class) with operator.	lump sum for an excavator (approximately
\$ 3000.00 lump sum	One (1) each \$ <u>3000.00</u> sub-total
K. Walk-behind asphalt cutter (Lowest rental rate as \$ 20.00 per hour	vailable per hour) Ten (10) hours \$ <u>200.00</u> sub-total
L. Excavator (approximately 100,000 lb. class) with \$ 225.00 per hour	operator. Five (5) hours \$ <u>1125.00</u> sub-total
M. Broom tractor with operator. \$ <u>55.00</u> per hour	Fifteen (15) hours \$ <u>825.00</u> sub-total
N. Superintendent, each \$_150.00 per hour	Five (5) hours \$ <u>750.00</u> sub-total
O. Foreman, each \$ <u>75.00</u> per hour	Five (5) hours \$ <u>375.00</u> sub-total
P. Laborer, each \$ <u>28.00</u> per hour	Fifteen (15) hours \$ <u>420.00</u> sub-total
Q. Equipment Operator, each \$ <u>40.00</u> per hour	Five (5) hours \$ <u>200.00</u> sub-total

22. Materials:

A. It will be up to the discretion of Brunswick County what materials, if any, will be provided. Contractor will be responsible for providing all other materials in an amount not to exceed \$50,000.00. Any purchase of materials in excess of \$50,000.00 must be approved by Brunswick County in advance. Shipping/handling fee shall not exceed 10% of material cost. Contractor to invoice Brunswick County for reimbursement of materials.

B. It will be the Contractor's responsibility to remove and dispose of excavated materials. Contractor will bill Brunswick County for the cost of same.

23. It will be the Contractor's responsibility to maintain the safety and security of the work area at all times.

24. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Standard pump assumes open discharge up to 12" discharge piping.

\$ 5500.00 lump sum

25. By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Standard pump assumes open discharge up to 12" discharge piping.

\$ 500.00 per day 5 days \$<u>2500.00</u> sub-total

26. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Assume High pressure and high flow situation. Up to 12" discharge piping.

\$ 6500.00 lump sum 5 each \$ 32500.00 sub-total

27. By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Assume High pressure and high flow situation. Up to 12" discharge piping. 5 days \$ 4250.00 sub-total

\$ 850.00 per day

Emergency Service Repairs: (add sub-totals for Work Task #1):

Work Task #1 Five Hundred Five Thousand Fifty Eight Dollars and No Cents Dollars (\$) 505,058.00

5 each \$ 27500.00 sub-total

WORK TASK 2: EMERGENCY REPAIR OF 48-INCH PCCP RAW WATER MAIN

- Large crew and equipment to remove and replace 48" prestressed concrete cylinder pipe ("PCCP") raw water main with new 48" ductile iron pipe ("DIP") water main. Include joints and fittings.
 \$ 55000.00 L.F.
 80 L.F. \$ 4,400,000.00 sub-total
- 2. Line Stop with 30" high-density polyethylene ("HDPE") by-pass

 \$ 110,000.00
 each

 \$ 11,000.00
 L.F. of 30"

 Two (2) each \$ 220,000.00

 Sub-total
 One (1) L.F. \$ 11,000.00
 Sub-total
- 3. Point repair by installing PCCP temporary repair clamp (to be provided by Brunswick County) \$ 60,000.00 each One (1) each \$ 60,000.00 sub-total

Emergency Service Repairs of 48-Inch PCCP Raw Water Main: (add sub-totals for Work Task #2): Work Task #2 Four Million Six Hundred Ninety One Thousand Dollars and No Cents Dollars (\$) 4,691,000.00

WORK TASK 3: WATER/SEWER SERVICES AND SEWER GRINDER STATION ON-CALL INSTALLATION

Water services:

1. Short side 1" water service and tap (includes connection to main, up to 50' of 1" copper tube size ("CTS") pipe Installed within R/W or easement by open trench methods including all parts and box with landscaping. (Meter to be supplied by Brunswick County). (Short side is the same side of the roadway that the water main is on). Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time. Five (5) each \$<u>14300.00</u> sub-total

\$ 2860.00 lump sum

2. Long side 1" water service and tap (includes connection to main, up to 60' of 1" CTS pipe installed within R/W or easement by dry bore or wet bore methods including all parts and box with landscaping. (Meter to be supplied by Brunswick County). (Long side is the other side of the roadway that the Water main is on). Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.

Five (5) each \$<u>18150.00</u> sub-total \$ 3630.00 lump sum 3. Extra L.F. price if short side 1" Water Service and Tap goes over 51'. 100 L.F. \$ 1100.00 sub-total \$ 11.00 L.F. 4. Extra L.F. price if Long side 1" Water Service and Tap goes over 6 1'. 100 L.F. \$2750.00 sub-total **\$ 27.50** L.F.

Sewer services:

If Contractor supplies Grinder Pump Stations:

5. Residential Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, and up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.

Five (5) Each \$92125.00 sub-total \$ 18425.00 Each

6. Residential High Head Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time. Five (5) Each \$<u>103125.00</u> sub-total \$20625.00 Each

If Brunswick County supplies Grinder Pump Stations:

7. Residential Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with

electrical components and landscaping. Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.

\$ 8250.00 Each Five (5) Each \$<u>41250.00</u> sub-total

8. Residential High Head Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time. Five (5) Each \$<u>44000.00</u> sub-total

\$ 8800.00 Each

9. 4" Near-side Residential Gravity Service Tap (includes connection to gravity main or vacuum pit, "nearside" piping installed within R/W or easement by open trench methods and cleanout up to 5' excavation)

\$ 3850.00 Each Five (5) Each \$ 19250.00 sub-total

- 10. Near-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot. Ten (10) L.F. \$<u>19800.00</u> sub-total \$ 1980.00 /L.F.
- 11. Far-side Gravity Service Tap 4" Far-side residential taps (includes connection to gravity main or vacuum pit, "farside" piping installed within R/W or easement by open trench methods and cleanout and asphalt repair to meet existing roadway up to 5' excavation) Five (5) Each \$<u>37950.00</u> sub-total \$ 7590.00 Each
- 12. Far-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot. Ten (10) L.F. \$30800.00 sub-total \$ 3080.00 /L.F.

13. Sod

\$ 13.20 /Sq. Yd. 100 Sq. Yd. \$1320.00 sub-total

14. Horizontal Directional Drill (C900 Pipe). All directional drilling shall be paid per linear foot as indicated on the bid form. The price per linear foot shall include all labor, material, site work, transitions, transition fittings, appurtenances, equipment, and piping as indicated from boring pit to recovery pit. Contractor shall field verify all directional drill lengths as required for complete installation. Pay item shall also include all clearing, all trenching and excavation work (including all rock excavation), disposal of excess materials, temporary shoring and bracing, dewatering, furnishing and installing all pipe, jointing materials, joint restraints, pipe embedment, final backfill, pipe collars, concrete anchors, thrust blocking, warning tape, and tracer wire. The price shall also include fittings as required to transition between different pipe materials and sizes as required for a complete installation of the main. Cost shall include all testing, chlorination and Bac-T samples. Measurement for pipe length shall be by horizontal distance along the centerline of the pipe. Pipe lengths for main lines will be measured without deduction for valves or fittings.

\$76.00	/L.F. of 6" C900 Pipe	1000 L.F. \$76000.00	sub-total
\$88.00	/L.F. of 8" C900 Pipe	1000 L.F. \$ <u>88000.00</u>	sub-total
\$102.00	/L.F. of 10" C900 Pipe	1000 L.F. \$102000.00	sub-total
\$141.00	/L.F. of 12" C900 Pipe	1000 L.F. \$ <u>141000.00</u>	sub-total

Anach to Bid At	tach to Bid Attach to Bi	d Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid
\$ 238.00 \$ 435.00	/L.F. of 16" C900				\$ 238000.00	sub-total
\$ 1760.00	/L.F. of 24" C900 I	lpe		1000 L.F.	\$ <u>435000.00</u>	sub-total
· · ··································	/EA of 6" GV			1 EA 🛛	\$ 1760.00	sub-total
\$ 3630.00	/EA of 8" GV			1 EA 🔤	\$ 3630.00	sub-total
\$_4180.00	/EA of 12" GV			1 EA 💡	\$ 4180.00	aub tatal
\$ 15950.00	/EA of 16" GV					sub-total
\$ 35200.00					\$ 15950.00	sub-total
T	/EA of 24" GV			1 EA 🔅	\$ 35200.00	sub-total
\$ 9350.00	/EA of 16" BV			1 EA 🔅	\$ 9350.00	sub-total
\$_12980.00	/EA of 24" BV			1 EA .	\$ 12980.00	sub-total
\$ <u>11.00</u>	/LBS D.I. MJ Fitting	gs			\$ 16500.00	sub-total
\$ <u>29425.00</u>	/Abandon Existing	line LS		•	\$ 29425.00	sub-total

On-Call Installation: (add sub-totals for Work Task #3):

Work Task #3 One Million Six Hundred Thirty Four Thousand Eight Hundred Ninety Five Dollars and No Cents Dollars (\$) 1,634,895.00

The above unit prices shall include all costs to the Contractor including, without limitation, fuel, travel, transport, hauling, permits, overhead, profit, taxes, insurance, lube, and service requirements, etc.

All Work covered in the Contract Documents:

Bidders shall write out the total amounts in both word format and number format.

Total Of All Work Tasks:

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Six Million Eight Hundred Thirty Thousand Nine Hundred Fifty Three Dollars and No Cents Dollars (\$) 6,830,953.00

The parties agree to negotiate in good faith for any amounts that exceed those stated herein which are solely attributable to unanticipated conditions.

Each Bidder must show evidence that it is licensed as a contractor under Chapter 87 of the North Carolina General Statutes. The Bidder must have the following NC General Contractor's license to be qualified to perform the work associated with this bid: Limitation: Unlimited Classification(s): Unclassified

Each Bidder must acknowledge that subcontractors are only to be used with the express written permission of Brunswick County.

Contractors shall be responsible for providing the minimum required personnel and equipment at all times during project as indicated in each bid item. If the Contractor is unable to meet the minimum requirements, the bid item will not be paid at the approved rate. The rate may be paid at a proportional amount based on the percentage of equipment/personnel actually provided.

Brunswick County reserves the right to award the contract for each Work Task to one Bidder or multiple contracts to multiple Bidders based on the bid totals for each distinctive Work Task above (3 total).

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

<u>Provide with the bid</u> - Under NCGS 143-128.2(c) the undersigned Bidder shall identify <u>on its bid</u> (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. <u>Also</u> list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A Contractor that performs all of the work with its <u>own workforce</u> may submit an Affidavit **B** to that effect in lieu of Affidavit **A** required above. The Minority Business Participation Form must still be submitted even if there is zero participation.

<u>After the bid opening</u> - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit **C** that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is <u>equal to or more than the goal</u> established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit **D** is not necessary;

OR

<u>If less than the goal</u>, Affidavit **D** of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

Note: Bidders must always submit <u>with their bid</u> the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said Contract, provide performance and payment bonds, and certificates of insurance within ten (10) consecutive calendar days after being given written notice of the award of Contract, the certified check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash, or bid bond accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this day of April 16th, 2020

Carmichael Construction Company Inc.

(Name of Firm or C	Corporation Making Bid)		
WITNESS:	By: We umidul R Signature		
(Proprietorship, Partnership, or LLC)	Name: Gary Carmichael Jr. Print or Type		
	Title: President (Owner/Co-Partner/President/Vice President/Manager)		
	Address: P.O. Box 11029, Southport, NC 28461		
ATTEST	License No. <u>10584</u>		
Walter J. Carmichael Title: Secretar//Treasurer	Federal I.D. No. <u>56-1207295</u>		
(Corp. Sec. or Asst. Sec. only)			
(CORPORATE SEAL)			
Addendum received and used in computing bid:			
Addendum No. 1 X Addendum No. 3	Addendum No. 5 Addendum No. 7		
Addendum No. 2 Addendum No. 4	Addendum No. 6 Addendum No. 8		

FORM OF BID BOND

IDDER (Name and Address):	Carmichael Construction Company, Inc.
	P. O. Box 11029
	Southport, NC 28461
URETY (Name and Address of	f Principal Place of Business): North American Specialty Insurance Company
URETY (Name and Audross of	1200 Main Street, Suite 800
	Kansas City, MO 64105
Brunswick Count	
P. O. Box 249	
Bolivia, NC 2842	
•	
	2020
BID DUE DATE: <u>April 16.</u> PROJECT (Brief Descripti	2020 Vion Including Location):
BID DUE DATE: April 16.	2020 tion Including Location): se Emergency/On-Call Construction Services
BID DUE DATE: April 16.	. 2020 tion Including Location): se Emergency/On-Call Construction Services
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BID DUE DATE: April 16, PROJECT (Brief Descripti 	id Due Date): April 16. 2020 ncipal's bid

BIDDER.	SURETY
Carmichael Construction Company, Inc. (Seal)	North American Specialty Insurance Company(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
Signature and Title	Signature and TitleW. D. Morris, Jr. (Attach Power of Attorney) Attorney-in-Fact
Attest: Wallh & Canhad &	Attest:
	Account Manager

Note: (1) Above addresses are to be used for giving required notice. (2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

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SWISS RE CORPORATE SOLUTIONS

ORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

NOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under ws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance ompany, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland

W.D. MORRIS, JR.,

FRANK W. HAFNER, III, and SHERRI W. HILL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By ven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23 day of

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois SS: County of Cook

On this 23 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



NUMA M. Kenny, Notary Public

of North American Specialty Insurance Company and Washington Assistant Secretary International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of

, 20 20 April

Jeffrey Goldberg, Vice President & Assistant Secretary of ngton International Insurance Company & North American Specialty Insurance Company Wash

Identification of Minority Business Participation

I, Carmichael Construction Company Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following Minority Business Enterprises (MBE) as construction subcontractors, vendors, suppliers, or providers of professional services.

Firm Name, Address, and Phone #	Work Type	*Minority Category

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 0

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Brunswick County AFFIDAVIT A - Listing of Good Faith Efforts

(Name of Bidder)

Affidavit of Carmichael Construction Company Inc.

I have made a good faith effort to comply under the following areas checked: Bidders must earn at least 50

	t call al least 50 nointe from the good of the second states
responsive.	(1 NC Administrative Code 30 I.0101)
	(2 reconstruction records and 1.0101)

1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor, or available on State or local government-maintained lists, at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.

2 - (10 pts) Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bids are due.

3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority

4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses that provide assistance in recruitment of minority businesses.

5 - (10 pts) Attended pre-bid meetings scheduled by the owner.

6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance

7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.

9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

10 - (20 pts) Provided quick pay agreements and policies to enable minority Contractors and suppliers to meet cash-flow

11 - (20 pts) A minimum of two (2) or all, if only one (1) is indicated, of the MBE firms indicated on the "Identification of Minority Business Participation" form are Brunswick County based.

The undersigned, if apparent low Bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of Contract to be executed with the Owner. Substitution of Contractors must be in accordance with NCGS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: <u>4/16/20</u>	_Name of Authorized Officer:Walter J. Carmichael
15540	Title: Secretary/Treasurer
SEAL	State of North Carolina , County of Brunswick Subscribed and sworn to before me this 16th day of April 2020 Notary Public Mella Combraid 1 My commission expires August 30th, 2020

MBE Forms

THEHRE THE

10584

Tirense Year

2020

Sorth Carolina

Licensing Board for General Contractors

Chis is in Certify Chat: Carmichael Construction Co., Inc. Southport, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited Classification: Building; Highway; PU(Water Lines & Sewer Lines); PU(Water Pur. & Sewage Disp.)



until

December 31, 2020

when this Certificate expires. Witness our hands and seal of the Board. Dated, Raleigh, N.C. January 1, 2020 This certificate may not be altered.

Chairman

Secretary-Creasurer

Request Info			
Type Budget Amendment			
Description	n-Call Services Water		
Justification	Board Meeting 05/04/2020-Appropriate \$125,000 of expendable net assets for the award construction contract to Carmichael Construction Company for on-call construction serv in the event of an emergency.		
Originator	Tiffany Rogers		

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
619800	399200	Interfund Trans Water Fund	Expendable Net Assets Appropr	125000	Increase	Credit
617110	439905	Water - Administration	Contract Services Restricted	125000	Increase	Debit

Total	
Grand Total:	250000

Request Info		
Type Budget Amendment		
Description	n-Call Services Wastewater	
Justification	Board Meeting 05/04/2020-Appropriate \$125,000 of expendable net assets for the award of construction contract to Carmichael Construction Company for on-call construction services in the event of an emergency.	
Originator	Tiffany Rogers	

			Items			
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
629800	399200	Interfund Trans Wastewater Fnd	Expendable Net Assets Appropr	125000	Increase	Credit
627210	439905	Wastewater - Administration	Contract Services Restricted	125000	Increase	Debit

Total	
Grand Total:	250000



Brunswick County Board of Commissioners ACTION AGENDA ITEM May 4, 2020

From: Andrea White

Issue/Action Requested:

Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(6) to discuss personnel.

Action Item # IX. - 1.

Closed Session - Personnel Matter

Background/Purpose of Request:

Fiscal Impact:

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a) (6) to discuss personnel.