



North Carolina Department of Public Safety

JCPC Program - Program Agreement

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 20-21	DPS/JCPC FUNDING # (cont only)	543-XXXX
COUNTY:	Harnett	AREA:	Central Area
Multi-County:	No	Multi-Components	No
NAME OF PROGRAM:	4-H Teen Court and At-Risk Youth Development		

SPONSORING AGENCY:	Harnett County Government		
SPONSORING AGENCY PHYSICAL ADDRESS:	200 Alexander Drive Lillington NC 27546		
SPONSORING AGENCY MAILING ADDRESS:	POB 940 Lillington NC 27546		
TYPE:	Public	FEDERAL ID #	56-6000306

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
28547	4-H Teen Court and At-Risk Youth Development	Teen Court	\$ 52,692
		Total cost of components:	\$ 52,692

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

Name:	Jackie Helton	Title:	County Extension 4-H Agent		
Mailing Address:	126 Alexander Drive Suite 300	City:	Lillington	Zip:	27546
Phone:	(910) 814-6027	Fax:	(910) 893-7539	E-mail:	jhelton@harnett.org

Contact Person *(if different from program manager)*

Name:	Alia Langdon	Title:	Program Coordinator		
Mailing Address:	126 Alexander Drive Suite 300	City:	Lillington	Zip:	27546
Phone:	(910) 814-6022	Fax:	(910) 893-7539	E-mail:	alangdon@harnett.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Kimberly Honeycutt	Title:	County Finance Officer		
Mailing Address:	PO Box 760	City:	Lillington	Zip:	27546
Phone:	(910) 893-7557	Fax:	(910) 893-3445	E-mail:	khoneycutt@harnett.org

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
28547	NAME OF COMPONENT: 4-H Teen Court and At-Risk Youth Development BRIEF DESCRIPTION: Program provides as a community resource for the diversion of cases in which juveniles ages 6-17 years old offenders and has allegedly committed certain offenses for hearing by a jury of their peers, which may assign the juvenile to counseling, restitution, curfews, community service, or other rehabilitative measures.

SECTION II		COMPONENT STATISTICAL INFORMATION			
Multi-Components No					
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR			
Component Name: 4-H Teen Court and At-Risk Youth Development					Component ID # 28547
What is this component's maximum client capacity at any given time?					28
Frequency of client contact per month:	4	Anticipated Average Length of Stay:	120	Days	
Total Component Cost:	\$52,692	÷ by	Estimated # to be served during funding period:	28	
Estimated Average Cost Per Youth:			\$1,882		
Applies to continuation programs only.	Actual number of youth admitted FY 18-19:		12		
	1	Number of admissions Juvenile Justice Referred	8.33% of total admissions		
	11	Number of admissions Law Enforcement Referred	91.67% of total admissions		
	0	Number of admissions District Court Referred	0% of total admissions		

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	4-H Teen Court and At-Risk Youth Development
<p>1. Statement of the Problem: <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>Based on current JCPC Risk and Needs Assessment data, Harnett County youth are at the following re-normed risk of reoffending levels. R1-4%, R2-19%, R3-33%, R4-31%, R5-13%. However on average 68.7% are reported to lack pro-social peers resulting in association with negative or delinquent youth. County data is consistent with State data which reflects that the majority of youth for the two year period, average 86.5%, are age 12 or older when their first delinquent offense was reported in an alleged complaint.</p> <p>To combat this problem, the 4-H Teen Court and At-Risk Youth Development Program will provide youth with opportunities to not only be held accountable for their actions, but to continue association with pro-social peers while completing and also upon completion of mandated sanctions via year round 4-H life skill development opportunities.</p> <p>4-H Teen Court provides an alternative sentencing method for first-time misdemeanor offenders and imposes sanctions that not only allow youth to be accountable for their actions, but also engages them in purposeful life skill building programming that will result in positive behavior change and increased interaction with pro-social peers within the traditional 4-H program. This will potentially reduce the case load of the traditional court system and allow for more prompt reinforcement for the youth involved. All 4-H program components are open to Teen Court youth during and after completion of required sanctions. Continued participation will be encouraged after sanctions have been completed.</p> <p>In addition to increasing opportunities for interaction with pro-social peers, program involvement allows youth to form trusting relationships with positive adults in the form of both paid and volunteer staff. 4-H program involvement allows families to build a network of adults and positive teens to encourage and uplift youth.</p>	
<p>2. Target Population: <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>Youth, ages 6 to 17 years old whose referring behavior constitutes a violation of the law or misdemeanor and are deemed appropriate referrals for a Teen Court program.</p>	
<p>3. Program Goal(s): <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>Goal 1: To provide an alternative sentencing method for first-time misdemeanor youth offenders ages 6-17 in order to reduce the case load of the traditional juvenile justice system.</p> <p>Goal 2: To provide real world accountability for youth offenders using educational methods that result in positive behavior change reflected by increased civic/community engagement.</p> <p>Goal 3: To provide real world accountability for youth offenders using educational methods that result in positive behavior change reflected by an increased knowledge of career skills.</p> <p>Goal 4: To assist youth and families in developing a network of positive adults and teens to create increased opportunities for prosocial interactions.</p>	

SECTION III	COMPONENT SUMMARY
NAME OF COMPONENT:	4-H Teen Court and At-Risk Youth Development
<p>4. Measurable Objective(s): <i>State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.</i></p> <p>75% Clients will demonstrate improvement in developing and/or maintaining social and interpersonal interactions during program participation.</p> <p>75% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>70% Clients will have no new complaints with an offense date after the admission date.</p> <p>75% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p>	
<p>5. Elevated Risks and Needs: <i>Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.</i></p> <p>The 4-H Teen Court and At-risk Youth Development Program will provide programming that will address the need for a Teen Court program as identified by the latest Juvenile Crime Prevention Council needs assessment.</p> <p>Assessment data reflects that Harnett County youth are at low risk of reoffending. Teen Court will target youth that commit first-time misdemeanor offenses ages 6 to 17. Life skill development sanctions will be mandated that hold the youth accountable for their actions and that promote increased knowledge and awareness of community enhancement and civic engagement. Youth will be empowered by involvement in real world projects to raise feelings of self-worth and competence.</p> <p>Sanctions will include but are not limited to:</p> <p>NC 4-H Hungry to Help: NC is 2nd in childhood food insecurity only behind Louisiana. Youth will engage in gardening and food collection programs to assist in reducing childhood food insecurity. Projects will include 4-H gardens, sweet potato gleaning, and food drives. Partners include NC 4-H, the Central Food Bank of NC, the NC Cooperative Extension, Harnett County Schools and the Harnett County Food Pantry.</p> <p>4-H Life Skill Development Programming: 4-H Teen Leadership/Presentation Program (Public Speaking Skills), 4-H Livestock Judging (Critical Thinking, Organizational and Problem Solving Skills), 4-H Shooting Sports Program (Safety, Self-Discipline and Value of Environmental and Natural Resources)</p> <p>Current assessment data also indicates that Harnett County youth are more likely to associate with undisciplined or delinquent youth. While participating in Teen Court sanctions, youth will interact with traditional 4-H program youth creating opportunities for increased association with pro-social peers and adult volunteers and staff. Upon completion of sanctions, youth will be encouraged to continue 4-H participation to maintain opportunities for pro-social interaction.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
NAME OF COMPONENT:	4-H Teen Court and At-Risk Youth Development
<p>1. Location: <i>List physical address(es) and describe where program services are delivered.</i></p> <p>Program Staff Harnett County Agriculture Center 126 Alexander Drive, Suite 300 Lillington, NC 27546</p> <p>Teen Court Proceedings Harnett County Courthouse 301 W. Cornelius Harnett Blvd. Lillington, NC 27546</p> <p>The program will be housed within the NC Cooperative Extension, Harnett County Center office via the 4-H Youth Development program. Program staff will be located in Suite 300 of the Agriculture Center. Conference room facilities will be available for parent/guardian meetings and the Training room will be utilized for Leadership Training and sanctions. Teen Court proceedings will take place at the Harnett County Court House.</p>	
<p>2. Operation: <i>Describe the daily/weekly schedule of program operation.</i></p> <p>Teen Court sessions will be held twice monthly on a regularly scheduled basis during the evening hours. Schedule will be subject to inclement weather closings and will be on schedule with Harnett County Schools. Schedule is also subject to change when Teen Court Staff is at a training.</p> <p>Example: 1st and 3rd Tuesday night of each month at 6:00 pm</p> <p>Referred youth will be accepted year round.</p> <p>Once accepted, the 4-H Teen Court Coordinator will communicate with parents and youth until program termination to ensure understanding of Teen Court proceedings and sanction expectations. Communication may be via Teen Court sessions, involvement in sanctions, email with a response, phone calls or face to face meetings.</p> <p>Opportunities for sanction completion will be offered on a bi-weekly basis. Sanctions will be conducted year round with schedules being set by the 4-H Teen Court Coordinator. Sanctions with specific deadlines mandated by the NC 4-H program will be planned accordingly with County level programming provided to support youth success such as presentation practice sessions. Outdoor/gardening activities will be conducted as weather is appropriate. Indoor oriented sanctions will be conducted year round.</p> <p>Youth will be enrolled for a maximum of 120 days. Extended involvement will be agreed upon as deemed necessary by the referring parties and parents. Involvement beyond 120 days will be outlined in a written agreement such as the 4-H Enrollment Form or Teen Court Parent Agreement.</p> <p>The work schedule of the 4-H Teen Court and At-risk Youth Development Program Coordinator will consist of 40 work hours each week. The primary work schedule will be 8:00-5:00 with adjustments being made to allow for Teen Court sessions, training or sanctions that are required to occur after hours or on weekends in order not to exceed 40 hours per week.</p>	

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NAME OF COMPONENT:	4-H Teen Court and At-Risk Youth Development
<p>3. Staff Positions: <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>1 F/T 4-H Teen Court Program Manager (4-H Program Assistant) Qualifications: Must possess a minimum of an Bachelors degree in a Human Services or a related field or a four year degree in any other field with at least 2 years experience as a direct service professional in a juvenile serving agency. Responsibilities: Include case oversight and supervision of all Teen Court proceedings including court sessions and sanctions organized by 4-H. The position is also responsible for evaluation of sanctions conducted by partnering agencies/organizations. In addition, the position will recruit, supervise and train all professional and community based program volunteers. The position will network with all partnering agencies needed to conduct Teen Court and to accept referrals. Partnerships will be fostered to ensure sustainability of program efforts. The position will be the main point of contact for the Teen Court program and maintain expected levels of partner and parent/youth communication. Responsibilities also include development of evaluation tools used to evaluate program success in addition to completing required funding and program impact reports.</p> <p>Teen Court Professional Volunteers (Attorneys, Judges and District Attorneys) Qualifications: Professional career in the specific volunteer role with Teen Court. Responsibilities: Adult Volunteers will be utilized to serve as career coaches for teens involved in Teen Court proceedings to include defense and prosecuting attorneys, clerk, bailiff and jury members.</p> <p>Adult Volunteers Qualifications: Must complete the NC 4-H Volunteer Screening application process that includes a background check. Responsibilities: Ensure efficient proceeding of Teen Court cases. Community volunteers will assist with implementation of sanctions.</p> <p>Teen Volunteers Qualifications: An interest of working with Teen Court and successfully completed the training for the role taken with the program. Responsibilities: Youth ages 13-17 will be recruited to serve as attorneys, jurors, the bailiff and clerk during all Teen Court proceedings. Teen volunteers will also be recruited to assist with sanction planning and implementation.</p> <p>NOTE: All volunteers, both adult and youth, are required to attend Teen Court trainings that address the needs of their assigned responsibility. All will receive written volunteer job descriptions and are required to sign a standards of behavior and confidentiality statement.</p>	
<p>4. Service Type SPEP: <i>Describe implementation to include:</i></p> <p>This program is a STRUCTURE ONLY.</p>	
<p>5. Admission Process: <i>Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.</i></p> <p>4-H Teen Court referrals will be accepted from Law Enforcement Officials and Juvenile Justice.</p> <p>Referral Process: Email notification that there is a referral coming. Upon receiving a written referral by fax or in person, the Teen Court Coordinator will assess the suitability of referred youth. Within 30 days of receiving the referral, the</p>	

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<p>Coordinator will make contact with the accepted referred youth's parent/guardian.</p> <p>Screening Process: Questionable referrals will be reviewed by the Program Director and a determination will be made concerning acceptance. All other referrals will be approved by the Coordinator.</p> <p>Admission Process: Once a referral is received and accepted, the Teen Court Coordinator will contact the family to schedule an intake appointment followed by contact with the referring agency within 14 business days orally or in writing to confirm intake. A participation agreement will be signed by the referring agency, youth and parent/guardian during the intake appointment. Juveniles must be admitted into the program within 30 days of receiving the referral. Client tracking data will be entered within 7 days of the admission decision.</p> <p>Reasons why a referral may not be accepted: If a youth has reached their 18 birthday and/or is charged with any of the following: Teen Court coordinator feels that the level of service needed is beyond the program's capacity. Driving while impaired, Class A1 misdemeanors, An assault in which a weapon was used, or a controlled substance offense under Article 5 of Chapter 90 of the NC General Statutes, excluding simple possession of a schedule VI drug or alcohol offense and Sexual offenses.</p>	
<p>6. Termination Process: <i>Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.</i></p> <p>The Teen Court Program Manager makes terminations decisions.</p> <p>Termination Process: A written termination form will be completed which will include sanctions (activities) completed, results, recommendations, last date of program contact and reason for termination. Upon termination, copies of the termination form must be provided to the referring agency and the parent/guardian of the youth involved within 7 business days. Data will be entered into client tracking within 7 days of the termination decision.</p> <p>Successful Completion: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals.</p> <p>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.(Must obtain approval from Program Director and notify referring agency)</p> <p>Unsuccessful Completion: Failure to meet specific goals and requirements or make sufficient progress in the program. (Must obtain approval from Program Director and notify referring agency),</p> <p>Non-Compliance: Unexcused absences or refusing to participate in treatment activities.Must obtain approval from Program Director and notify referring agency),</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>The referring agency will be notified through written, oral, or email correspondence prior to termination in order to provide an opportunity to communicate with Teen Court program staff pertaining to expected youth progress. Feedback will be reflected on the termination form and filed for each juvenile.</p>	

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<p>7. Referring Agency Interaction: <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>The Teen Court Coordinator will communicate at least monthly with Court Counselors and other referring agencies in reference to client progress. Communication will take place via face to face meetings, phone, email or in writing. Client progress forms will be used to document monthly progress and filed.</p> <p>The Teen Court Coordinator will also provide the program report at monthly JCPC meetings.</p>	
<p>8. Intervention/Treatment: <i>Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?</i></p> <p>The 4-H Teen Court and At-risk Youth Development Program will engage youth in purposeful life skill enriching activities that will create opportunities for real world learning, youth empowerment and building of community capacity. As a result, youth will develop mastery of skills and gain an increased sense of self-worth. In addition, youth will increase time spent with pro-social peers and adults building a sense of acceptance.</p> <p>Research shows that if youth needs go unmet or are met in negative ways youth will: seek to belong through promiscuous behaviors, attempt to feel mastery by cheating or practicing other delinquent skills, try to establish independence by acting as a bully or by displaying defiant behavior, or feel unable to establish their own positive self identity.</p> <p>The 4-H Teen Court and At-risk Youth Development Program will strive to involve youth in meaningful experiences that meet the needs of positive youth development in order to encourage youth who: experience belonging, and develop a trusting and friendly demeanor, seek productive opportunities to experience mastery of a skill and become problem solvers displaying self-motivation, and that when presented with opportunities to become independent, display self-confidence and self-discipline as youth leaders showing care and generosity to others.</p> <p>Parents/guardians will be involved in the Teen Court process by intake meetings, Teen Court proceedings, and weekly communication with program staff during Teen Court program involvement including sanctions. Parent surveys will be conducted during the termination process to gauge parental observations pertaining to youth progress and program impact. Parents will be encouraged to contact program staff with any concerns or celebrations regarding youth progress.</p>	
<p>9. Best Practice Model: <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>Teen Court is based on North Carolina's comprehensive strategy for juvenile delinquency and research based best practice of graduated sanctions and is an alternative sentencing method for first-time misdemeanor youth offenders, therefore minimizing the case load of traditional juvenile court.</p> <p>Teen Court utilizes a matrix to organize sanctions according to risk level and severity of the offense. Sanctions imposed take into consideration the characteristics of the client in addition to the intended outcome of the sanction being imposed. Dosage or amount of time engaged in the identified sanction is directly related to the characteristics of</p>	

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the juvenile client and the desired behavior change to be displayed. Supplementary or opportunities for follow up are also taken into consideration when imposing Teen Court sanctions. These are all identified as characteristics of effective programs and are identified in the Teen Court standard operating procedures.	

SECTION V	Terms of Agreement
<p>This Agreement is entered into by and between Department of Public Safety (<i>hereinafter referred to as DPS</i>), and Harnett County, (<i>hereinafter referred to as the County</i>), the County's Juvenile Crime Prevention Council (<i>hereinafter referred to as the JCPC</i>) and Harnett County Government (<i>hereinafter referred to as the Sponsoring Agency</i>).</p> <p>DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
<p>Term of Agreement</p>	
<p>This Agreement shall become effective Jul 1, 2020 and shall terminate Jun 30, 2021.</p>	
<p>Payment to Sponsoring Agency</p>	
<p>All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$45000 for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.</p>	
<p>Availability of Funds:</p>	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.</p>	
<p>Responsibilities of the Parties</p>	
<p>DPS shall:</p> <ol style="list-style-type: none"> 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. <p>The Sponsoring Agency shall:</p> <ol style="list-style-type: none"> 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;
13. 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;
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 shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency and attached to the Program Agreement.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
4-H Teen Court and At-Risk Youth Development		Fiscal Year	FY 20-21
Item #	Justification	Expense	In Kind Expense
120	4-H Agent supervision 2 hr/wk @ 17.00/hr for 52 weeks and Extension Secretary for clerical support 1 hr/wk @ 12.00/hr for 52 weeks		\$2,392
120	Full-Time Teen Court Program Manager \$1,926.83/mo x 12= \$23121.96	\$23,122	
180	County Package: FICA @ 7.65% (2026), Wrk Comp. (610), Reg Retirement (1987), Group Ins. @ 652.740/mo (7829), HSA (0), Emp. Clinic @ 15/mo (180), Unemployment Ins. (265), Incentives (0), Supplemental Retirement (300), Longevity (400) Dental (360)	\$13,822	
320	Cell phone for program coordinator. 100/mo = 1200/yr	\$1,200	
340	5000 copies @ .10 each for communication and program promotion		\$500
390	Training opportunities for staff and youth (Registrations; lodging, food and etc) NC Congress; 4H Camps; NCJSA, Teen Court Association, DJJ Trainings, NC 4H State events.	\$6,756	
410	Office Space (includes phone) \$400/mo		\$4,800
450	American Income Life Insurance - 4-H Plan Supplemental Medical Coverage - \$1.00/youth for 100 youth and adult volunteers - covers entire year.	\$100	
TOTAL		\$45,000	\$7,692

Job Title	Annual Expense Wages	Annual In Kind Wages
4-H Agent and Extension Secretary for direct supervision and clerical support		\$2,392
4-H Teen Court Program Manager (4-H Program Assistant) - Responsibilities include implementation of teen court program, management/recruitment of teen court partners, volunteers and communication with youth and families.	\$23,122	
TOTAL	\$23,122	\$2,392

SECTION VII**Program: 4-H Teen Court and At-Risk Youth Development****Fiscal Year: FY 20-21****Number of Months: 12**

	Cash	In Kind	Total
I. Personnel Services	\$36,944	\$2,392	\$39,336
120 Salaries & Wages	\$23,122	\$2,392	\$25,514
180 Fringe Benefits	\$13,822		\$13,822
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials			\$0
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			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$7,956	\$500	\$8,456
310 Travel & Transportation			\$0
320 Communications	\$1,200		\$1,200
330 Utilities			\$0
340 Printing & Binding		\$500	\$500
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$6,756		\$6,756
IV. Fixed Charges & Other Expenses	\$100	\$4,800	\$4,900
410 Rental or Real Property		\$4,800	\$4,800
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$100		\$100
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	\$45,000	\$7,692	\$52,692

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 20-21 Harnett County Funding ID: 543-XXXX			
Sponsoring Agency: Harnett County Government Program: 4-H Teen Court and At-Risk Youth Development			
\$45,000	DPS/JCPC Funds	* This is the amount approved in your application	
10%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		(Specify Source)
	Local Cash		(Specify Source)
	Local Cash		(Specify Source)
\$7,692	Local In-Kind	Harnett County Government	(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
\$52,692	TOTAL	\$4,500	\$7,692
		Required Local Match	Match Provided

DocuSigned by:
Cindy Porterfield
 798FE7A4BD9F419... 5/27/2020
Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.
 DocuSigned by:
Kimberly Honeycutt
 E0BBE63691B24AF... 5/27/2020
Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.
 DocuSigned by:
Wendy Butcher
 DE96D3979C9A44B... 5/26/2020
Chair, Juvenile Crime Prevention Council **Date**

DocuSigned by:
Jackie Helton
 7C19341177EB4C9... 5/20/2020
Program Manager **Date**

Certificate Of Completion

Envelope Id: DF9F2C0494FF48D49216AB24EBC4E663	Status: Completed
Subject: DPS eSignature Request for Harnett 543-11764 4-H Teen Court and At-Risk Youth Development	
Source Envelope:	
Document Pages: 20	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	DPS-DJJ Community Programs
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	3040 Hammond Business PI
	Raleigh, NC 27603
	djjdp.applicationsupport@ncdps.gov
	IP Address: 207.4.107.21


Record Tracking

Status: Original	Holder: DPS-DJJ Community Programs	Location: DocuSign
5/18/2020 10:02:17 AM	djjdp.applicationsupport@ncdps.gov	

Signer Events

Jackie Helton
 jhelton@harnett.org
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 71.65.255.137

Timestamp

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 Signed: 5/20/2020 1:24:46 PM

Electronic Record and Signature Disclosure:

Accepted: 5/20/2020 1:24:30 PM
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Wendy Butcher
 wbutcher@harnett.org
 Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

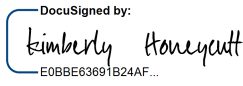
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Electronic Record and Signature Disclosure:

Accepted: 5/26/2020 3:16:04 PM
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Kimberly Honeycutt
 khoneycutt@harnett.org
 Finance Officer
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 E0BBE63691B24AF...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.7.79.154

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 Signed: 5/27/2020 8:37:51 AM

Electronic Record and Signature Disclosure:

Accepted: 5/27/2020 8:37:41 AM
 ID: f35a10f7-a265-42d5-84f4-c02014410acd

Cindy Porterfield
 cindy.porterfield@ncdps.gov
 Director of Juvenile Community Programs
 NC Dept of Public Safety
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 199.90.60.4

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 Viewed: 5/27/2020 9:31:41 AM
 Signed: 5/27/2020 9:31:47 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	5/27/2020 8:37:52 AM
Certified Delivered	Security Checked	5/27/2020 9:31:41 AM
Signing Complete	Security Checked	5/27/2020 9:31:47 AM
Completed	Security Checked	5/27/2020 9:31:47 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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- ii. send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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- Until or unless I notify NC Dept of Public Safety as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by NC Dept of Public Safety during the course of my relationship with you.