North Carolina Department of Public Safety

Juvenile Justice and Delinquency Prevention

JCPC Program - Program Application

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 25-26	**DPS/JCPC FUNDING # (cont only)**	075-XXXX
COUNTY:	Polk	**AREA:**	Western Area
Multi-County:	No	**Multi-Components:**	No
NAME OF PROGRAM:	JCPC Administration		

SPONSORING AGENCY:	Polk County			
SPONSORING AGENCY PHYSICAL ADDRESS:	*			
	*	NC	00000	
SPONSORING AGENCY MAILING ADDRESS:	*			
	*	NC	00000	
TYPE:	Public		**FEDERAL ID #**	566000333 01

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
45507	JCPC Admin Certification	JCPC Certification	$ 5,100
		Total cost of components:	$ 5,100

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

Name:	Jess Supik		**Title:**		
Mailing Address:	3 Orwell Avenue		**City:**	Asheville	**Zip:** 28806
Phone:	(828) 776-1850	**Fax:**		**E-mail:**	Jessica.Supik@vayahealth.com

Contact Person *(if different from program manager)*

Name:	Jess Supik		**Title:**		
Mailing Address:	3 Orwell Avenue		**City:**	Asheville	**Zip:** 28806
Phone:	(828) 776-1850	**Fax:**		**E-mail:**	Jessica.Supik@vayahealth.com

Program Fiscal Officer *(cannot be program manager)*

Name:	Sandra Hughes		**Title:**		
Mailing Address:	P.O. Box 308		**City:**	Columbus	**Zip:** 28722
Phone:	(828) 894-3302	**Fax:**		**E-mail:**	shughes@polknc.org

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2025-2026

Membership

A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes

B. Are members appointed for two-year terms and are those terms staggered? Yes

C. Is membership reflective of social-economic and racial diversity of the community? No

D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?

Polk Co is currently working to approve Jessica Winkel for the mental health positiion,
Polk Co is recruiting for the Local Sheriff, Member of Faith Community, A person under 21, Juvenile Defense Attorney, Chief District Judge, Member of Business Community and Representative of Parks and Rec.

Organization

A. Does the JCPC have written Bylaws? Yes

B. Bylaws are Attached

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 On file

F. Does the JCPC have officers and are they elected annually? Yes

Meetings

A. JCPC meetings are considered open and public notice of meetings is provided. Yes

B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes

C. Does the JCPC meet six (6) times a year at a minimum? Yes

D. Are minutes taken at all official meetings? Yes

E. Are minutes distributed prior to or during subsequent meetings? Yes

Planning

A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes

B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? Yes

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

Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? Yes

☑ RFP, Distribution List, and Advertisement attached

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

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 Yes

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.

Polk Co is working to recruit members reflective of the community, racial and social economic makeup.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

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.

Polk County - FY 25-26

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Todd Murphy	Superintendent		White	Male
2) Chief of Police or designee	Scott Hamby	Chief of Police for Columbus		White	Male
3) Local Sheriff or designee	VACANT				
4) District Attorney or designee	Robert Beaver	Assistant DA	☑	White	Male
5) Chief Court Counselor or designee	Adrienne Becton-Marsh	Chief Court Counselor		Black or African-American	Female
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Jessica Supik	System Care Coordinator	☑	White	Female
7) Director DSS or designee	Robin Elliot	Social Work Supervisor	☑	White	Female
8) County Manager or designee	Ange High	Clerk/County Manager Assistant	☑	White	Female
9) Substance Abuse Professional	Yanet Cisneros	Opioid Response Planner		Hispanic/Latino	Female
10) Member of Faith Community	VACANT				
11) County Commissioner	Jennifer Hargett	County Commissioner		White	Female
12) A Person Under the Age of 21	VACANT				
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	VACANT				
14) Juvenile Defense Attorney	VACANT				
15) Chief District Judge or designee	VACANT				
16) Member of Business Community	Jessica Winkel	Sysem of Care Coordinator		White	Female
17) Local Health Director or designee	Doreen Iacona	HHS Agency	☑	White	Female
18) Rep. United Way/other non-profit	VACANT				
19) Representative/Parks and Rec	Holly Williams	Parks and Recreation		White	Female
20) County Commissioner appointee	Teri Palmer	Commissioner appointee	☑	Black or African-American	Female
21) County Commissioner appointee	VACANT				
22) County Commissioner appointee	VACANT				
23) County Commissioner appointee	VACANT				
24) County Commissioner appointee	VACANT				
25) County Commissioner appointee	VACANT				
26) County Commissioner appointee	VACANT				

SECTION V: TERMS OF AGREEMENT

NOTE: Details in the Terms of Agreement and Payment to Sponsoring Agency sections are added by NCALLIES once an application is approved for funding.

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

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

Terms 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 Program Agreement and that funds will be disbursed in an amount not to exceed $_____ for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;

2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy;

3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;

4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;

5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;

6. Monitor the Sponsoring Agency's funded program(s) in accordance with DPS JCPC and Community Programs

Section-Funded Programs Minimum Standards, *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring;*

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 dates; and

8. Ensure the Sponsoring Agency is either a public agency or 501(c)(3) private non-profit organization and when applicable, appropriately licensed.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

2. Comply with all Federal and State laws relating to equal employment opportunity;

3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;

4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;

5. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;

7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy for the specific funded program type;

8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;

9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;

10. Have the capacity to use the DPS electronic internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;

11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;

12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;

13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy 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 DPS, the County, the JCPC, and/or the State Auditor;

16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;

17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;

18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;

19. Comply with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, *Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C;

20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and

21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 of the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services, the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services *(Form JCPC/PO 001 Contract for Professional Services Template)* into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;

23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;

24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS

JCPC and Community Programs Section-Funded Programs Minimum Standards Policy; and

25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses funds only for the purposes approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision (applicable only to DPS JCPC approved programs);

2. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, the North Carolina Administrative Code procedures (14B NCAC 11B, and N.C.G.S. §§ 143B-845 to -851);

3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;

4. Submit any other information requested by the County or DPS; and

5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, Policy 3. Operations: Program Oversight and Monitoring* (applicable only to DPS JCPC approved programs).
Reference: 14B NCAC 11B.0202 and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 1, 3, 7, 8, 9, 10 and 11).

NOTE: Monitoring by the JCPC ONLY applies to JCPC funded programs and not other projects funded through the DPS Juvenile Community Programs Section.

The County shall:

1. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;

2. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;

3. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

4. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS;
Reference: DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policy 11).

5. Review and locally approve Third Quarter Accounting and Final Accounting forms for the JCPC and funded programs according to the procedures and due dates established by DPS; and
Reference: 14B NCAC 11B.0108; DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 8 and 9).

6. Ensure that programs are public agencies or private 501(c)(3) non-profit organizations and appropriately licensed, when applicable (applicable only to the JCPC funding process).

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, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. 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 the 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, or the most recently approved Program Agreement Revision, 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 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, or the most recently approved Program Agreement Revision, 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 the North Carolina Administrative Code and *DPS JCPC* and Community Programs Section-Funded Programs Minimum Standards Policy,
Policy 1. Operations: JCPC Operations. Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Governments 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 regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities
An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor’s office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program’s fiscal year.

Oversight

Access to Persons and Records
The State Auditor shall have access to persons and records related to 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 related to 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 of North Carolina basic records retention policy requires all records to be retained for a minimum of five (5) 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 (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt - Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Application.
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, *No Overdue Tax Debts,* 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.

Submitting a Program Application: If the Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, at the time a Program Application is submitted, the Sponsoring Agency must notify the DPS Area Office assigned to that county, in writing, immediately.

After Approved Funding: At any time during a fiscal year, if the funded Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, the agency must notify, in writing, the County, JCPC, their Board of Directors and the DPS Area Office assigned to that county within five (5) business days of being notified.

Conflict of Interest - Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Application.
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 will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement *(Form DPS 13 001)* and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) - Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Application.
Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program application in NCALLIES.

Revoked or Suspended Status: If the funded Sponsoring Agency receives notification that its N.C. non-profit (State) and/or 501(c)(3) (Federal IRS) status is revoked or suspended, the agency must notify, in writing, the County, JCPC, their Board of Directors and DPS Area Office assigned to that county within five (5) business days of receiving notification of the revocation or suspension.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this

Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become the property of the Sponsoring Agency 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 parties. 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, or the most recently approved Program Agreement Revision, 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, or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

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

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 25-26

Item #	Justification	Expense	In Kind Expense
190	Admin Support	$3,400	
220	Food/Provisions for JCPC Meetings	$500	
260	Materials for JCPC Meetings	$100	
550	Laptop for Admin	$1,100	
TOTAL		**$5,100**	**$0**

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY

Program:	JCPC Administration		
Fiscal Year:	FY 25-26	**Number of Months:**	12

	Cash	In Kind	Total
I. Personnel Services	**$3,400**		**$3,400**
120 Salaries & Wages			$0
180 Fringe Benefits			$0
190 Professional Services*	$3,400		$3,400
*Contracts MUST be attached			
II. Supplies & Materials	**$600**		**$600**
210 Household & Cleaning			$0
220 Food & Provisions	$500		$500
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials	$100		$100
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services			**$0**
310 Travel & Transportation			$0
320 Communications			$0
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising			$0
380 Data Processing			$0
390 Other Services			$0
IV. Fixed Charges & Other Expenses			**$0**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding			$0
490 Other Fixed Charges			$0
V. Capital Outlay	**$1,100**		**$1,100**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment	$1,100		$1,100
580 Buildings, Structure & Improv.			$0
Total	**$5,100**	**$0**	**$5,100**

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)			
FY 25-26	**Polk County**		**Funding ID: 075-XXXX**
Sponsoring Agency:	Polk County		
Program:	JCPC Administration		

$5,100	**DPS/JCPC Funds**	* This is the amount of your request on your application	
0%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local In-Kind		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$5,100	**TOTAL**	$0	$0
		Required Local Match	Match Provided

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.

Chair, County Board of Commissioners or County Finance Director **Date**

Chair, Juvenile Crime Prevention Council **Date**

Jess Supik 6/6/25

Program Manager **Date**