



North Carolina Department of Public Safety

Juvenile Justice and Delinquency Prevention

JCPC Program - Program Agreement

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 25-26	DPS/JCPC FUNDING # (cont only)	526-XXXX
COUNTY:	Cumberland	AREA:	Central Area
Multi-County:	No	Multi-Components:	No
NAME OF PROGRAM:	Fayetteville-Cumberland Juvenile Restitution Program		

SPONSORING AGENCY:	Fayetteville Police Department		
SPONSORING AGENCY PHYSICAL ADDRESS:	467 Hay Street Fayetteville NC 28301		
SPONSORING AGENCY MAILING ADDRESS:	467 Hay Street Fayetteville NC 28301		
TYPE:	Public	FEDERAL ID #	566001226

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
44167	Fayetteville-Cumberland Juvenile Restitution Program	Restitution/Community Service	\$ 92,273
Total cost of components:			\$ 92,273

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

Name:	Lt. Ranessa Wallace		Title:	Program Manager	
Mailing Address:	467 Hay Street		City:	Fayetteville	Zip: 28301
Phone:	(910) 433-1885	Fax:	(910) 433-1042	E-mail:	RanessaWallace@fayettevillenc.gov

Contact Person *(if different from program manager)*

Name:	Deirdre Melvin		Title:	Program Coordinator	
Mailing Address:	467 Hay Street		City:	Fayetteville	Zip: 28301
Phone:	(910) 433-1020	Fax:	(910) 433-1042	E-mail:	deirdremelvin@fayettevillenc.gov

Program Fiscal Officer *(cannot be program manager)*

Name:	Jeffrey Yates		Title:	Interim Chief Financial Officer	
Mailing Address:	433 Hay Street		City:	Fayetteville	Zip: 28301
Phone:	(910) 433-1682	Fax:	(910) 433-1680	E-mail:	JeffreyYates@FayettevilleNC.Gov

SECTION I B: PROGRAM COMPONENT DESCRIPTION	
COMPONENT ID #	COMPONENT INFORMATION
44167	<p>NAME OF COMPONENT: Fayetteville-Cumberland Juvenile Restitution Program</p> <p>BRIEF DESCRIPTION: Fayetteville Police Department's Restitution and Community Service Program provides opportunities for juveniles to be accountable for their actions to the community and/or to 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 agreement, or diversion contract.</p>

SECTION II: COMPONENT STATISTICAL INFORMATION				
Multi-Components No				
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR		
Component Name: Fayetteville-Cumberland Juvenile Restitution Program				Component ID # 44167
What is this component's maximum client capacity at any given time?				20
Frequency of client contact per month:	4	Anticipated Average Length of Stay:	90	Days
Total Component Cost:	\$92,273	÷ by	Estimated # to be served during funding period:	70
Estimated Average Cost Per Youth:		\$1,318		
Applies to continuation programs only.	Actual number of youth admitted FY 23-24:		70	
	70	Number of admissions Juvenile Justice Referred	100% of total admissions	
	0	Number of admissions Law Enforcement Referred	0% of total admissions	
	0	Number of admissions District Court Referred	0% of total admissions	
	Actual number served FY 23-24:		84	

SECTION III: COMPONENT SUMMARY

NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
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1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

Summary Report of the Cumberland County Juvenile Crime Prevention Council Risk/Needs/Strengths Assessment

1. Prior to YASI implementation in January 2020, STRENGTHS levels were not assessed. RISK is strictly limited to risk of reoffending. NEEDS represents the overall service needs we need to wrap around the juvenile. Low NEEDS correlates a high STRENGTHS Levels. Overlap may occur for the same juvenile during reassessment as part of each juvenile's case planning process. 2. The domain data sets only include juveniles who scored moderate to high risk on the YASI full assessment (45% were considered low risk after receiving full assessment). 3. Data from full YASI assessment represents around 100 different items compared to the YASI pre-screen of around 33 items. Juveniles that only scored low risk on the pre-screen did not move forward to the full screening process so data set is limited to a few questions in the individual family, school and peer domains. Every juvenile who showed up in this data set scored moderate on the pre-screen. When assessed on the full screen they fell to low risk because the range of points in the Full YASI are much broader than the pre-screen tool. 4. In FY 2023-2024, there were 38,411 in Cumberland County ages 10-17 (target age range for North Carolina Department of Public Safety Division of Juvenile Justice and Delinquency Prevention Juvenile Court Services). Children under 10 years old are no longer chargeable unless it is a serious offense and they are given a status of "vulnerable juveniles" who are not processed through the juvenile justice system. 5. 587 YASI Full Assessments were completed in FY 23/24. THE YASI data set includes history in domains: Legal History, Family, School, Community&Peers, Alcohol and Drugs, Mental Health, Physical Health, Aggression, Employment and Free Time.

FY 23/24 Weapons offenses for Cumberland County was at 26% which was 9% higher than State; Person Crimes for Cumberland County was at 78% which was 36% higher than State; Felony Crimes for Cumberland County was at 58% which was 23% higher than State.

FCCJRP will provide opportunities for the offending juveniles to be held accountable for their offenses and delinquent behavior.

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 youth between the ages of 10-18 who are either (1.) under the jurisdiction of the Court and/or Interstate Compact of Juveniles; (2.) Diverted from Juvenile Court by Juvenile Court Counselor; referred by Law Enforcement of School Resource Officer; or referred by Teen Court. The program will monitor youth to ensure that community service and restitution activities are completed safely and timely. 18 year olds or older will be served under the following conditions: On probation or otherwise under supervision of Juvenile Court Services or not under juvenile court supervision but referred by SRO/School as a diversion from Juvenile Court Services or District Court, or as part of a School Justice Partnership Agreement, if still attending school and consents to participate.

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

The FCCJRP focuses on making the offender accountable to the community and/or victim(s) through community service work. Monetary restitution is paid to victims that seek reimbursement for personal injury and/or property damage by the juvenile. FCCJRP provides meaningful work opportunities for juveniles to teach them accountability and to accept responsibility for their actions. In addition, FCCJRP focuses on changing the juvenile's attitude and

SECTION III: COMPONENT SUMMARY

NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
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negative behavior through positive reinforcement and life experiences. Overall, it is the goal of FCCJRP to decrease future criminal misbehavior of those served in 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.*

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

75% 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 complaints in the 12 months following completion.

75% Clients will demonstrate accountability by actively participating in restitution/community service activities.

75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

75% Clients will have no new adjudications for a complaint with an offense date after the admission date.

75% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.

5. Elevated Risks and Needs: *Describe how program services will address one or more of the elevated risk and needs listed in the most recent JCPC Request for Proposal.*

The Juvenile Crime Prevention Council has prioritized the top five Risk Factors:

1. Negative Peer Relationships.
2. School Behavior Problems.
3. Behavioral Health Needs (Mental Health/Substance Abuse)
4. Family Conflict/Parenting Skills
5. Runaway Behavior

The Fayetteville-Cumberland Juvenile Restitution Program will provide opportunities for the offending juveniles to be held accountable for their offenses and attitude toward deviance. Juveniles will perform community service throughout the city and county to work hours and earn restitution monies to reimburse their victims.

SECTION IV: COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
<p>1. Location: <i>List physical address(es) and describe where program services are delivered.</i></p> <p>3811 Sycamore Dairy Rd., Fayetteville, NC 28303</p> <p>List of Worksites are as follows: Greater Unity Tabernacle Christian Church, 311 Gillespie Street, Fayetteville, NC 28301; North Ramsey Street Church of God, 113 Circle Court, Fayetteville, NC 28301; Tru Blendz Barbershop, 1555 Cain Rd, Fayetteville, NC 28303; Robeson Street Barber Shop, 1015 Robeson Street; Balm in Gilead, 3110 Doc Bennett Rd; Veterans Empowering Veterans, 325 B. Street, Fayetteville, NC 28301. Juveniles also perform community service hours working in their community. Juveniles rake/mow yards of neighbors in their community while parents/guardians supervise and take video of juveniles performing work. All worksites adhere to all safety procedures concerning COVID-19. Program staff makes contact with worksites each week to get an update on juveniles' performance and hours earned. Work schedules are developed to avoid interference with school and other important activities for the youth and family.</p>	
<p>2. Operation: <i>Describe the daily/weekly schedule of program operation.</i></p> <p>FCCJRP's business location is operational from 7:00am to 4:00pm Monday thru Friday. The Program Coordinator makes contact with worksite supervisors, guardians and/or outside work agencies supervising juveniles for community service to get updated work hours on juveniles, make contact with victims to get required information in order for the victim to receive restitution, update court counselors, pick up referrals from courthouse weekly and attend monthly JCPC meetings.</p> <p>Juveniles complete their community service by assisting elderly in their community (mowing lawns, picking up trash, washing vehicles, all household/cleaning). Juveniles also assist disabled veterans working with staff at Veterans Empowering Veterans. Parents/Guardians have ensured juveniles complete work by sending videos and photos of juveniles working in the community.</p>	
<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>The Program Manager must possess at least a Bachelor's degree in a Human Service or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency. The Program Manager is involved in the management of the program. The manager supervises the program coordinator. The manager signs off on 3rd Quarter Accounting Forms, Program Agreements, Budget Revisions and departmental requests.</p> <p>The Program Coordinator must possess a Bachelor's level Human Services Degree or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency.</p> <p>The Program Coordinator recruits supervised worksites for clients to complete court ordered community service and/or monetary restitution. The coordinator supervises the program staff and any volunteers. He/She collects client referrals from court and reports admission, progress and termination data to DJJDP and CCJCPC on a monthly basis. The coordinator is responsible for daily program operations and is a direct supervision position. The coordinator directly supervises clients, maintains program work equipment, and maintains an accurate record of the number of days and hours worked by each client he/she supevises. The coordinator is responsible for recruiting worksites, worksite</p>	

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<p>inspections, maintaining contact with court counselors especially to resolve concerns when the client fails to meet program standards, maintains client files, and collecting information/data for program effectiveness and DJJDP/JCPC standards.</p> <p>The FCCJRP staff will confirm worksites and that all equipment is prepared and operational. At the worksites, the staff will supervise clients at work. The FCCJRP staff will provide necessary information and support to volunteer supervisors at approved worksites.</p>	
<p>4. Service Type SPEP: <i>Describe implementation to include:</i></p> <p>Primary Service: Restitution / Community Service; Secondary Service: None</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>The Program Coordinator will obtain referrals from the local DJJDP office, Law Enforcement or School Resource Officer or referred by Teen Court. All referrals are reviewed by program coordinator and are accepted with the exceptions of no shows for intake process. The Program Coordinator enters referrals into the FCCJRP database. The Program Coordinator mails out correspondence within 10 days of referral asking the parent of the juvenile to contact the office to schedule an orientation meeting. Both the parent and the juvenile must be present during the orientation to discuss program requirements and allow the Program Coordinator to meet with the juvenile. Once the program requirements are discussed, required documentation completed, and work schedules created, the juvenile is admitted into the program. Written client status forms and community worksite documentation is maintained within the client file.</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>Successful: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals. Juvenile has attended scheduled work appointments consistently and on time and completed all hours. Satisfactory: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not work consistently and did not show up on time and did not meet all behavior goals, but did complete hours. Unsuccessful: Failure to attend work assignments consistently or refusal to show up. Non-Compliance: Unexcused absences or refusing to participate in work assignments. Absenteeism plays a vital part of the success and failure in the program. The first unexcused absence will warrant a conference with the parent/guardian and client in reference to the program policy concerning unexcused absences. A second unexcused absence will warrant notifying the probation officer/court counselor SRO's, Law Enforcement and/or Teen Court. A third unexcused absence will result in termination from the program. The Fayetteville-Cumberland County Juvenile Restitution Program Coordinator is responsible for making termination decisions. Written termination forms are completed to notify referral source and parent/guardian of program outcomes.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>Court Counselors advise on the number of new court petitions that are referred to the program: Total of new petitions and/or new motions for review with court since enrollment in the FCCJRP. FCCJRP staff seek input from court counselors staff and notify them about any concerns or non-compliance issues to resolve these situations prior to an unsuccessful termination. By completing the community service component, monetary restitution is paid to victims that</p>	

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<p>incur personal/property injury or damage and seek reimbursement. Once the community service work requirements has been satisfied, the program will send a successful/satisfactory completion report to the county DJJDP office utilizing the status update form, a completed copy of the DJJDP CTF to the state office, and place a copy in the client's file. The program will not terminate without prior direct oral or written communication with the referral agency.</p> <p>Although, the program has not received referrals from SRO's, Teen Court and Law Enforcement; once the program receives referrals from these agencies, The program will ensure juveniles perform all tasks to get work completed. The program will maintain all documentation (hours/days worked) and report to agency weekly. Once the juvenile has completed hours, the program will email all supporting documentation to agencies.</p>	
<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>FCCJRP staff picks up the referrals each week from the DJJDP office. The juvenile counselors, Law Enforcement, Teen Court and FCCJRP staff communicate via electronic mail, telephone, and office visits sharing information about the juveniles ordered to complete restitution/community service hours. The juvenile court counselors and FCCJRP staff also communicate when the juvenile has been counseled for new violations and problems at the worksites (i.e. lack of participation, responsiveness to staff contact). Contact is made with the NCDPS Juvenile Justice office monthly.</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>Clients served by the FCCJRP will repay the community and/or victims for damages caused by their actions. FCCJRP expects to redirect inappropriate youth behavior in our community by placing responsibility on the clients as they perform community service and monetary restitution work hours deterring them from future crime. Parents are required to transport the juvenile to FCCJRP, appropriate worksites and complete required surveys. The work site agreement and work site requirements forms are up-to-date.</p> <p>The program ensures to alleviate transportation barriers by providing worksites closer to the family's residence. The program also provides transportation for juveniles without any transportation in the home to ensure the juvenile complete their court ordered community/restitution hours.</p>	
<p>9. Best Practice Model: <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>The restorative practices (RP) concept has its roots in RJ. RP is an emerging field of practice and study devoted to building social capital and achieving social discipline through participatory learning and decision-making. RP ties together theory, research and practice in fields such as education, counseling, criminal justice, social work and organizational management. The unifying hypothesis of restorative practices is that human beings are happier, more cooperative and productive, and more likely to make positive behavioral changes when others do things with them (via collaboration), rather than to them (via coercion) or for them (via independent action).</p> <p>Reduction of recidivism is also a goal of RJ,[49] secondary to the restoration of offenders.[50] Proponents argue that it can prevent reoffending[49] and deter other potential criminals.[51] Critics counter that RJ does not significantly influence crime rates.[50][51]</p> <p>While some older studies showed mixed results, as of 2013, studies that compared recidivism rates have become</p>	

SECTION IV: COMPONENT NARRATIVE (attach for each component)

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more definitive and in favor of Restorative Justice.[49][51] Some studies claim modest, relative reductions,[52][53][54] [55] but more recent studies are finding significant and meaningful reductions in recidivism rates (see below). After defining RJ more accurately and perhaps improving RJ practices, Latimer, Dowden and Muise (2005)[56] conducted the second meta-analysis on the effectiveness of RJ. This study is very important because it addresses the file-drawer problem. Also, some of the studies analyzed implemented a randomized-control group (RCG) design (a gold standard in research methods), although this does not represent the majority of studies included. This meta-analysis lends empirical support for the effectiveness of RJ to lower recidivism rates and increase compliance and satisfaction rates. However, the authors caution that a self-selection bias is rife through most studies of restorative justice. They reference authors from one study (McCold & Wachtel, 1998) who found no evidence that restorative justice has a treatment effect on recidivism beyond a self-selection effect.

The third meta-analysis on the effectiveness of RJ was conducted by Bradshaw, Roseborough, and Umbreit (2006). The results of this meta-analysis add empirical support for the effectiveness of RJ in reducing juvenile recidivism rates. Since then Baffour (2006) and Rodriguez's (2007) studies also supports the use of RJ over the traditional justice system when it comes to recidivism rates. Bergseth and Bouffard (2007, 2012) supports these findings and also concludes that there may be some long-term effects of RJ over the traditional justice system; as well as RJ being more effective with serious crimes. RJ participants are less likely to commit serious crimes if they do re-offend and they go longer without re-offending. All of these studies found that RJ is equally effective regardless of race. Sherman & Strang's.

SECTION V: TERMS OF AGREEMENT

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS*), and **Cumberland County** (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the JCPC*) and **Fayetteville Police Department** (*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 **Jul 1, 2025** and shall terminate **Jun 30, 2026**.

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 \$65795 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			
Fayetteville-Cumberland Juvenile Restitution Program		Fiscal Year	FY 25-26
Item #	Justification	Expense	In Kind Expense
120	Program Coordinator, CPG 156, 40 hours @27.488, 57,175/2080; Cost of living increase @4.61%, 2,169 (This is the actual formula expense. Actual cash reduced based on JCPC award)	\$54,294	
180	FICA 7.65% (\$4,539.74), Retirement 14.86% (\$8,818.37) Worker's comp 2.70%(\$1,602.26), Dental life ins., Health ins, \$9,823, longevity pay 7.5%(\$4,450.73), 401K,4%, \$2,373.72 (This is the actual formula expense. Actual cash reduced based on JCPC award)	\$21,329	
250	1 Program Vehicle-Fuel Cost (\$814 estimated cost) Vehicle is used to go out to worksites to do safety inspections, locate additional work sites and also to check on clients at worksites.	\$814	
260	Paper, toner, discs, etc	\$300	
310	Staff Development Conference/Training Expense	\$300	
320	Postage	\$100	
350	1 Program Vehicle- Maintenance/Repair Expenses (\$1,000 estimated cost) This vehicle is currently part of inventory and maintenance to be ensured on this vehicle.	\$1,000	
390	Monetary Restitution Bank for reimbursement for victims @ \$8.00 per hour x1,689	\$13,512	
450	Accident insurance @\$3.25. per client for 70 clients, \$85 Annual Membership	\$312	
450	Liability insurance coverage for 70 clients @3.25 \$85 Annual Membership	\$312	
TOTAL		\$92,273	\$0

Job Title	Annual Expense Wages	Annual In Kind Wages
Cost of Living Adjustment (COLA) is included as wages	\$2,169	
Program Coordinator - \$27.488/hr x 40/hrs=\$1,099./wk x 52 weeks=\$57,175	\$52,125	
TOTAL	\$54,294	

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY			
Program:	Fayetteville-Cumberland Juvenile Restitution Program		
Fiscal Year:	FY 25-26	Number of Months:	12
	Cash	In Kind	Total
I. Personnel Services	\$75,623		\$75,623
120 Salaries & Wages	\$54,294		\$54,294
180 Fringe Benefits	\$21,329		\$21,329
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$1,114		\$1,114
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials	\$814		\$814
260 Office Supplies and Materials	\$300		\$300
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$14,912		\$14,912
310 Travel & Transportation	\$300		\$300
320 Communications	\$100		\$100
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance	\$1,000		\$1,000
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$13,512		\$13,512
IV. Fixed Charges & Other Expenses	\$624		\$624
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$624		\$624
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	\$92,273	\$0	\$92,273

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)		
FY 25-26	Cumberland County	Funding ID: 526-XXXX
Sponsoring Agency:	Fayetteville Police Department	
Program:	Fayetteville-Cumberland Juvenile Restitution Program	

\$65,795	DPS/JCPC Funds	* This is the amount approved in your application	
20%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
\$10,527	County Cash	Cumberland County	(Specify Source)
\$15,951	Local Cash	PD City of Fayetteville	(Specify Source)
	Local Cash		(Specify Source)
	Local In-Kind		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
\$92,273	TOTAL	\$13,159	\$26,478
		Required Local Match	Match Provided

DocuSigned by: <i>Cindy Porterfield</i> 798FE7A4BD9F419...	9/2/2025
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.

Signed by: <i>Robin M Koonce</i> 47DF694FABC24C4...	9/2/2025
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.

Signed by: <i>Mike Fiala</i> B93F97CBD90D45C...	9/2/2025
Chair, Juvenile Crime Prevention Council	Date

Signed by: <i>[Signature]</i> 7ABDE5C255EE492	9/2/2025
Program Manager	Date

Certificate Of Completion

Envelope Id: E18D3A70-6F65-42A3-A334-4DA3A6B90EA0

Status: Completed

Subject: DPS eSignature Request for Cumberland 526-10413 Fayetteville-Cumberland Juvenile Restitution Program

Source Envelope:

Document Pages: 20

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

DPS-DJJ Community Programs

AutoNav: Enabled

3040 Hammond Business Pl

Envelopeld Stamping: Enabled

Raleigh, NC 27603

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

djjdp.applicationsupport@ncdps.gov

IP Address: 207.4.107.7

Record Tracking

Status: Original

Holder: DPS-DJJ Community Programs

Location: DocuSign

8/29/2025 2:50:32 PM

djjdp.applicationsupport@ncdps.gov

Signer Events

Lt. Ranessa Wallace

RanessaWallace@fayettevillenc.gov

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

7ABDF5C255EF492...

Signature Adoption: Drawn on Device

Using IP Address: 2600:387:2:824::17

Signed using mobile

Timestamp

Sent: 8/29/2025 2:50:33 PM

Resent: 9/2/2025 8:54:02 AM

Viewed: 9/2/2025 9:29:37 AM

Signed: 9/2/2025 9:30:15 AM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2025 9:29:37 AM

ID: e5433823-1db7-4d6f-8207-954ab72cdd5

Mike Fiala

Mike.Fiala@smithdickkey.com

Security Level: Email, Account Authentication
(None)

Signed by:

B93F97CBD90D45C...

Signature Adoption: Pre-selected Style

Using IP Address: 2600:387:15:4119::7

Signed using mobile

Sent: 9/2/2025 9:30:16 AM

Viewed: 9/2/2025 9:37:31 AM

Signed: 9/2/2025 9:37:43 AM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2025 9:37:31 AM


ID: f7391383-6c10-4a26-af53-f1df6250d383

Robin M Koonce

rdeaver@cumberlandcountync.gov

Finance Director/CFO

Security Level: Email, Account Authentication
(None)

Signed by:

47DF694FABC24C4...

Signature Adoption: Pre-selected Style

Using IP Address: 152.31.99.250

Sent: 9/2/2025 9:37:45 AM

Viewed: 9/2/2025 10:19:07 AM

Signed: 9/2/2025 10:20:08 AM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2025 10:19:07 AM

ID: e06f4e66-a47e-4da6-a4e3-eda8b0934f46

Cindy Porterfield

cindy.porterfield@ncdps.gov

Director of Juvenile Community Programs

NC Dept of Public Safety

Security Level: Email, Account Authentication
(None)

DocuSigned by:

798FE7A4BD9F419...

Signature Adoption: Pre-selected Style

Using IP Address: 199.90.60.4

Sent: 9/2/2025 10:20:10 AM

Viewed: 9/2/2025 1:57:24 PM

Signed: 9/2/2025 1:57:30 PM

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
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/29/2025 2:50:33 PM
Envelope Updated	Security Checked	9/2/2025 8:54:03 AM
Certified Delivered	Security Checked	9/2/2025 1:57:24 PM
Signing Complete	Security Checked	9/2/2025 1:57:30 PM
Completed	Security Checked	9/2/2025 1:57:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact NC Dept of Public Safety:

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:

To contact us by email send messages to: david.pozun@ncdps.gov

To advise NC Dept of Public Safety of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.pozun@ncdps.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with NC Dept of Public Safety

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- 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.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- 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.