



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2018-2019

County: Chatham Date:

CERTIFICATION STANDARDS

STANDARD #1 - Membership

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

If not, which positions are vacant and why?

The vacant positions at this time are one of the two required <18 youth slots, Chief of Police and Member of Business Community. It continues to be a challenge to recruit students to attend a meeting held during the middle of the school day (Noon - 2:00). Progress was made during the past fiscal year with the filling of one of the <18 slots and the United Way or non-profit representation slot. The Member of the Business Community slot was filled until recently. Efforts continue to fill the required positions on the Chatham Juvenile Crime Prevention Council.

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? y
B. Bylaws are [X] attached or [] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. y
D. Does the JCPC have written policies and procedures for funding and review? y
E. These policies and procedures [X] attached or [] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? y
JCPC has: [X] Chair; [X] Vice-Chair; [] Secretary; [] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. y
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? y
C. Does the JCPC meet bi-monthly at a minimum? y
D. Are minutes taken at all official meetings? y
E. Are minutes distributed prior to or during subsequent meetings? y

STANDARD #4 - Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? y

Juvenile Crime Prevention Council Certification (cont'd)

- B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? y
- C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? y

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) y
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? y

STANDARD #6 – No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? y

Briefly outline the plan for correcting any areas of standards non-compliance.

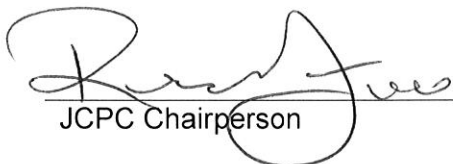
The Chatham County JCPC continues to make membership recruitment a priority.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.

The JCPC Certification must be received by June 30, 2018.

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	<u> 15,500 </u>
Local	<u> </u>
Other	<u> </u>
Total	<u> 15,500 </u>



JCPC Chairperson

 6/1/18
Date

Chairman, Board of County Commissioners Date

DPS Designated Official Date

Juvenile Crime Prevention Council Certification (cont'd)

Chatham

County

FY 2018-2019

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

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Justin Bartholomew	Principal	<input checked="" type="checkbox"/>	W	M
2) Chief of Police	Vacant		<input type="checkbox"/>		
3) Local Sheriff or designee	Robert Miller	Sargent SRO Supervisor	<input checked="" type="checkbox"/>	W	M
4) District Attorney or designee	Marci Trageser	Assistant District Attorney	<input checked="" type="checkbox"/>	W	F
5) Chief Court Counselor or designee	Peggy Hamlett	Chief Court Counselor	<input type="checkbox"/>	W	F
6) Director, AMH/DD/SA, or designee	Stephanie Jones	System of Care Coordinator, Cardinal Innovations	<input checked="" type="checkbox"/>	W	F
7) Director DSS or designee	Jennie Kristiansen	Director	<input type="checkbox"/>	W	F
8) County Manager or designee	Courtney Goldston	HR Analyst	<input checked="" type="checkbox"/>	B	F
9) Substance Abuse Professional	Renita Foxx	Director, Chatham 360	<input type="checkbox"/>	B	F
10) Member of Faith Community	Steve Tamayo	Paster, Chatham Comm. Church	<input type="checkbox"/>	W	M
11) County Commissioner	Karen Howard	Chatham County Commissioner	<input type="checkbox"/>	B	F
12) Two Persons under age 18 (State Youth Council Representative, if available)	Sophie Washburn	Student	<input type="checkbox"/>	W	F
	Vacant		<input type="checkbox"/>		
13) Juvenile Defense Attorney	Woodrena Baker	Assistant Public Defender	<input checked="" type="checkbox"/>	B	F
14) Chief District Judge or designee	Sherri Murrell	District Court Judge	<input checked="" type="checkbox"/>	W	F
15) Member of Business Community	Vacant		<input type="checkbox"/>		
16) Local Health Director or designee	Layton Long	Director, Chatham Public Health	<input type="checkbox"/>	W	M
17) Rep. United Way/other non-profit	Jessica Mashburn	Exec. Director YMCA	<input type="checkbox"/>	W	F
18) Representative/Parks and Rec.	Tracy Teaque	Administrative Assisstant	<input checked="" type="checkbox"/>	W	F

Juvenile Crime Prevention Council Certification (cont'd)

19) County Commissioner appointee	Allison Uhlenberg	Court Counselor	<input type="checkbox"/>	NA	F
20) County Commissioner appointee	George Greger-Holt	Retired	<input type="checkbox"/>	W	M
21) County Commissioner appointee	Raquelle Hawkins	Juvenile Court/School Liaison	<input type="checkbox"/>	B	F
22) County Commissioner appointee	Pam Weiden	Programs and Special Projects Manager /District Court Judges' Office	<input type="checkbox"/>	W	F
23) County Commissioner appointee	Kyle Smith	Program Manager, Insight Human Services	<input type="checkbox"/>	W	M
24) County Commissioner appointee			<input type="checkbox"/>		
25) County Commissioner appointee			<input type="checkbox"/>		

SECTION VI: BUDGET NARRATIVE

JCPC Administration		Fiscal Year	FY 18-19
Item #	Justification	Expense	In Kind Expense
190	Funds for JCPC Admin Support (~\$1,195.83 x 12 months = \$14,350)	\$14,350	
220	Lunch for JCPC meetings (~\$191.50 x 6 meetings = \$1,150)	\$1,150	
TOTAL		\$15,500	

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII

Program: JCPC Administration

Fiscal Year: FY 18-19

Number of Months: 12

	Cash	In Kind	Total
I. Personnel Services	\$14,350		\$14,350
120 Salaries & Wages			\$0
180 Fringe Benefits			\$0
190 Professional Services*	\$14,350		\$14,350
*Contracts MUST be attached			
II. Supplies & Materials	\$1,150		\$1,150
210 Household & Cleaning			\$0
220 Food & Provisions	\$1,150		\$1,150
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services			\$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			\$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	\$15,500		\$15,500

SECTION VIII	SOURCES OF PROGRAM REVENUE (ALL SOURCES)
FY 18-19 Chatham County Funding ID: 619-XXXX	
Sponsoring Agency: Chatham County Program: JCPC Administration	

\$15,500	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	<i>(Specify Source)</i>		
	Local Cash	<i>(Specify Source)</i>		
	Local Cash	<i>(Specify Source)</i>		
	Local In-Kind	<i>(Specify Source)</i>		
	Other	<i>(Specify Source)</i>		
	Other	<i>(Specify Source)</i>		
	Other	<i>(Specify Source)</i>		
	Other	<i>(Specify Source)</i>		
\$15,500	TOTAL	\$0		
		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; border-top: 1px solid black; text-align: center;">Required Local Match</td> <td style="width:50%; border-top: 1px solid black; text-align: center;">Match Provided</td> </tr> </table>	Required Local Match	Match Provided
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

NORTH CAROLINA

CHATHAM COUNTY

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Agreement (this "Amendment") is made and entered into this 22nd day of May, 2018, by and between **CHATHAM COUNTY, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the "County") and **MARIE LAMOUREAUX**, (the "Contractor"). The County and the Contractor are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties".

RECITALS

- A. The County and the Contractor entered into the original Agreement dated and made effective the 1st day of July, 2017.
- B. The County has requested that the Agreement be amended to change the EFFECTIVE DATE from July 1, 2017 to May 22, 2018 and to add an automatic renewal term.
- C. The Contractor has agreed to amend the Agreement as requested by the County.

NOW, THEREFORE, in consideration of the mutual covenants and the conditions contained herein, the Parties agree as follows:

- 1. **EFFECTIVE DATE.** The EFFECTIVE DATE of the Agreement is May 22, 2018.
- 2. **AUTOMATIC RENEWAL.** This Agreement shall automatically renew on annual terms of one (1) year unless the County or the Contractor provides a sixty (60) day written notification that the Agreement shall terminate.
- 3. **SCOPE OF WORK:** The Contractor shall provide to the County the Services (the "Services") set forth in the Agreement dated July 1, 2017 attached hereto as "Appendix 1", which is incorporated herein and made an integral part of this Amendment.

Unless otherwise stated the foregoing amount is all inclusive and includes all expenses of every kind and nature, including but not limited to travel, lodging, copying, overhead, outside 'consultants' and other similar and dissimilar expenses and charges.

(The remainder of this page left blank intentionally)

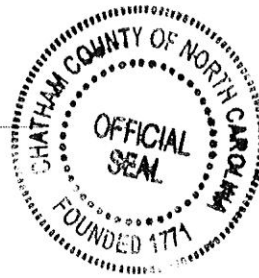
AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT. Except for the amendments set forth above to provide additional services and costs, the original Agreement dated July 1, 2017, shall remain in full force and effect.

CHATHAM COUNTY, NORTH CAROLINA, a body politic and corporate of the State of North Carolina.

BY: *Renee F. Paschal*
Renee F. Paschal, County Manager

ATTEST:

BY: *Lindsay K. Ray*
Lindsay K. Ray
Clerk to the Board



CONTRACTOR NAME

BY: *Marie Lamoufeaux*
Marie Lamoufeaux

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki McConnell
Vicki McConnell, Finance Director

NORTH CAROLINA

AGREEMENT FOR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this day of April, 2017 by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and Marie Lamoureaux, (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. Term of Agreement: The initial term of this Agreement shall commence on July 1, 2017 and shall end on or before June 30, 2018.
2. Scope of Service: The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.
3. Compensation: As compensation for the services to be provided by Contractor, the County shall pay the Contractor the amount \$14,350 payable in monthly installments of \$1,195.83 or within thirty (30) days from receipt of invoice.
4. Insurance: Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker's Compensation
Statutory Limits

General/Professional Liability

~~\$100,000 bodily injury per person (BI)
\$500,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD)~~

M-121

Automobile Liability

\$250,000 bodily injury per person (BI)
\$100,000 property damage (PD) or

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and

safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

7. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

8. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

9. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: Renee Paschal
Post Office Box 1809
Pittsboro, North Carolina 27312

Marie Lamoureaux
2301 Bartlett Circle
Hillsborough, North Carolina 27278

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

11. Modifications: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

12. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement. In the event of a conflict between any provision of this Agreement, and any provision or provisions contained in Appendix 1 or any document attached thereto or referenced therein, the provision contained in this Agreement shall control.

13. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

14. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the County for default. Grounds for termination for default shall include, but not be limited to:
 - (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
 - (b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
 - (c) Lack of proper insurance as required under this Agreement.
 - (d) Charging rates or fees in excess of those provided in this Agreement.
 - (e) Inefficient, or unsafe practices in providing services.
 - (f) Other actions which impact unfavorably on the faithful performance of this Agreement.
- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

15. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the NC Division of Public Safety Division of Juvenile Justice and the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement by the State, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

16. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

17. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

(The remainder of this page intentionally left blank)

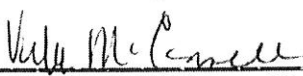
18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

Iran Divestment Act: Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

Requirement to Recycle Certain Electronic Equipment: If applicable, Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.




Vicki McConnell, Finance Director

Chatham County:

By: 

Renee Paschal, County Manager

Contractor

By: 

Marie Lamoureux
2301 Bartlett Circle
Hillsborough, North Carolina 27278
E-mail: winreaux@gmail.com
Telephone: 919-608-6546

APPENDIX 1

SCOPE OF WORK

PROJECT NAME: JCPC Administration

SCOPE OF SERVICE:

- Schedule JCPC meetings
- Prepare, distribute/email meeting agendas and meeting minutes to JCPC Members
- Prepare and distribute meeting minutes for JCPC council meeting and sub-committee meetings
- Facilitate and ensure the completion of the JCPC Annual County Plan; Program Agreements; Budget Revisions; Third Quarter Accounting; Final Accounting and any other duties according to the DJJDP and JCPC Annual Task Calendar in accordance with the timeframes established by the state
- Ensure that all budgets submitted to the County Finance Director for signature are correct
- Assist with data collection and data base management as needed
- Coordinate the monitoring of JCPC programs with the JCPC monitoring committee according to DJJDP guidelines
- Facilitate new initiatives released by the Department of Juvenile Justice and Delinquency Prevention as needed
- Collaborate with the Chatham JCPC Chair, the regional Area Consultant of the NC DPS, the Chief Court Counselor for the 15th judicial district, program providers and others seeking to address improvements and needs in program services.:
- Assist JCPC Chair as needed

TOTAL COSTS: As compensation for the services to be provided by Contractor, the County shall pay the Contractor the amount **\$14,350** payable in monthly installments of **\$1,195.83** within thirty (30) days from receipt of invoice.

COMPLETION DATE: 6/30/2018

Chatham County Juvenile Crime Prevention Council

Bylaws

Article I. Preamble

The primary intent of the General Assembly is to develop community-based delinquency alternatives to youth development centers and to provide community-based delinquency and substance abuse prevention strategies and programs for at-risk youth. Also, it is the intent of the General Assembly to provide non-institutional dispositional alternatives that will protect the community and the juveniles. These programs shall be planned and organized at the community level and developed in partnership with the state. The coordinating body for these efforts shall be the local Juvenile Crime Prevention Council.

The Chatham County Juvenile Crime Prevention Council (JCPC), (hereafter referred to as The Council), is created by the General Assembly and accountable to the Chatham County Board of Commissioners, (hereafter referred to as County Commissioners). The Council is made up of interested Chatham County citizens and professionals.

An important function of The Council is to make recommendations to the County Commissioners regarding the expenditure of funds for programs geared toward the prevention of and intervention into juvenile delinquency and to provide oversight to those programs funded to provide services.

Article II. Purpose

Within Chatham County, The Council shall:

1. Partner with the N.C. Department of Public Safety (hereinafter referred to as DPS), to galvanize community leaders to reduce and prevent juvenile crime;
2. Be the local planning body to develop community-based alternatives to youth development centers and to provide community based delinquency and substance abuse prevention strategies and programs; and
3. Comply with statutes which define the legislative intent of The Council to include the creation of The Council, delinquency and substance abuse prevention strategies and programs, method of appointment, membership and chair/vice-chair terms of appointment, meetings, vacancies, removal, quorum, powers and duties, and funding of programs.

Article III. Role and Responsibilities

The Council shall:

1. Review the needs of juveniles in the county who are at-risk of delinquency or who have been adjudicated undisciplined or delinquent;
2. Review the resources available to address those needs;
3. Prioritize community risk factors;
4. Determine the services needed to address those problems areas;
5. Develop a request for proposal for services in need;
6. Submit a written funding plan to the County Commissioners, for approval;
7. Evaluate program performance as a condition of continued funding of programs;

Chatham County Juvenile Crime Prevention Council

Bylaws

8. Increase public awareness of the causes of delinquency and strategies to reduce the problem;
9. Develop strategies to intervene, respond to and treat the needs of juveniles at-risk of delinquency;
10. Plan for a permanent funding stream for delinquency prevention programs;
11. Provide funds for treatment, counseling, or rehabilitation services; and
12. Comply with current DPS Policies and Procedures.

Article IV. Membership

A. Representation - A prerequisite for Chatham County to receive funds from DPS, The Council shall have membership consistent with statute and reflecting the racial and socioeconomic diversity of the community. By statute, membership should include, if possible, the following:

1. The local school superintendent(s) or designee,
2. A chief of police,
3. The local sheriff or designee,
4. The district attorney or designee,
5. The chief court counselor or designee,
6. The director of the AMH/DD/SA or designee,
7. The director of DSS or designee,
8. The county manager or designee,
9. A substance abuse professional,
10. A member of the faith community,
11. A county commissioner,
12. Two (2) persons under the age of 18,
13. A juvenile defense attorney,
14. The chief district court judge or designee,
15. A member of the business community,
16. The local health director or designee,
17. A representative from the United Way or other nonprofit agency,
18. A representative of a local parks and recreation program;
19. And up to seven (7) members of the public to be appointed by The County Commissioners.

B. Attendance - Voting members who are absent for three (3) consecutive unexcused meetings, as determined by the JCPC Chair, shall be asked by the Chair or Vice Chair if they intend to continue as an active member of The Council. If a positive answer is not received by the regular meeting following the request of intent the:

- 1) Member's position will be declared vacant;
- 2) Agency they represent will be asked to submit the name of another person to be considered for appointment.

Chatham County Juvenile Crime Prevention Council

Bylaws

- C. Terms of Membership** – Shall comply with statute allowing members of The Council to serve for a term of two (2) years. Members may succeed themselves and are re-appointed by the County Commissioners. Terms of appointment shall begin July 1st of each year. If a member is no longer able or interested in continuing on The Council, it is expected that she/he will inform the Chair or Vice Chair in order for another member to be appointed.
- D. Membership Removal** – Members shall be removed only for malfeasance or nonfeasance as determined by the County Commissioners.

Article V. Officers

The Chair and Vice-Chair shall be elected from The Council membership and not present as a conflict with any funded programs. Annual elections will be on or before the first meeting of the fiscal year. Officers may serve a cumulative of five (5) years and no more than three (3) years in one position. The elected officers of The Council shall include:

1. **Chair** – Shall preside over all meetings with a set agenda and shall decide all matters of order and procedure subject to these Bylaws, unless otherwise directed by a majority of The Council. This position shall have the authority to appoint committees and subcommittees as necessary to conduct business; will be accountable to The Council and DPS for the expenditures of the JCPC administrative funds by working jointly with the Fiscal Officer; approves JCPC Program Agreements and Program Agreement Revisions through the DPS electronic signature process; and is responsible for signing hard copies of DPS fiscal reports for funded program including Third Quarter Accounting and Final Accounting and JCPC members' Conflict of Interest Forms. The Chair represents The Council before the County Commissioners and other agencies and community groups.
2. **Vice-Chair** – Shall serve as acting Chair in the absence of the Chair and as such shall have the same power and duties as the Chair when presiding.

The Council shall elect an officer to serve in a Secretary position or, designate a JCPC Administrative Support. For either position, responsibilities shall include, taking minutes for all of The Council proceedings and make them available to The Council members by the next scheduled meeting; recording all resolutions and votes taken in matters; sending notices regarding meetings as requested by the Chair; keeping an accurate and current membership list, taking roll and determining a quorum for all meetings of the general membership. This position is accountable for the submission, to DPS, of the statutory requirements of The Council including; the County Funding Plan, JCPC Certification and Conflict of Interest Forms.

Article VI. Committees

Committees are appointed by the Chair and the term shall be one (1) year, with no limits on terms served. Standing Committees of The Council are:

1. **Risk and Needs Assessment Committee** – Evaluates community risk and needs and makes a recommendation to The Council of local programming needs to fill community needs; identifies protective factors that will enhance the lives of youth and families in the community; organizing/coordinating special projects as assigned by the Chair.

Chatham County Juvenile Crime Prevention Council

Bylaws

2. Monitoring Committee – Evaluates the effectiveness of existing programs and makes recommendations to The Council for changes, if needed, including whether or not a program(s) should receive continued funding. Makes recommendations to the DPS Area Consultant for a follow-up monitoring, if issues are identified by the committee.
3. Funding and Program Review Committee – Annually reviews program applications applying for funds administered by DPS; makes funding recommendations and the amounts to The Council.

Article VII. Voting

- A. Quorum** – Fifty-one percent of the total membership of The Council shall constitute a quorum. Official business of the JCPC shall not be conducted unless a quorum is present.

In the absence of a quorum where a vote is needed, the Chair or Vice Chair, may instruct the Secretary/JCPC Administrative Support to notify The Council via email and website of the absence of a quorum and the need for a vote via email. This notification will include a description of the issue as well as any pros and cons discussed at the meeting and will call for members to vote via return email. The notification, the email requesting a vote, and the results of the vote will be posted on the County JCPC website.

- B. Voting Members** – Members of The Council who are employed by recipients of funding, and or a family member who is a recipient of funding shall not be eligible to vote on that particular program that is to be funded. See Conflict of Interest, Article IX. of these Bylaws.

- C. Proxy Vote** - A member may:

1. Appoint a proxy vote to another JCPC member present for the meeting; or
2. Act for him/her by submitting a signed written statement to the person acting as his or her proxy. The proxy is effective when the signed written statement is received by the Chair or Vice Chair.
3. Appoint a proxy for one (1) meeting unless a longer period is expressed in the appointment.
4. Revoke a proxy appointment at any time.
5. Only hold one (1) proxy appointment from another JCPC member per meeting.

The JCPC member receiving a proxy from a fellow JCPC member must discuss the JCPC business that will be voted on and understand the voting intentions of the member that will not be in attendance.

Article VIII. Meetings

- A. Bi-monthly meetings, or more often if called by the Chair, shall:**
1. Be held on a date and time specified by The Council to work towards JCPC goals and accomplish JCPC tasks;
 2. Be conducted in such a way that will ensure accountability to the community, goal attainment, and community participation;

Chatham County Juvenile Crime Prevention Council

Bylaws

3. Be conducted according to Roberts' Rules of Order and abide by the North Carolina Open Meetings Laws, which requires public notice of meetings for any citizen or group to attend;
 4. Be communicated of the date/time/location to the membership in writing, or by phone at least five (5) days prior to the meeting; and
 5. Have accurate minutes of all public meetings, including any closed sessions and provide copies to the membership prior to a meeting or at the subsequent meeting, to the County Manager; and shall follow the county record retention policy, and any other state guidelines that apply.
- B.** In any instances of a special meeting, attention will be given only to the matter(s) of business requiring a special meeting. These meetings may be called by:
1. The Chair or Vice-Chair whenever necessary;
 2. Fifty-one percent of The Council membership when not in session and by fifty-one percent of a quorum of any meeting that is in session; and/or
 3. The County Commissioners for matters requiring immediate attention.

Article IX. Conflict of Interest

- A.** Juvenile Crime Prevention Council (JCPC) members are public officers. N.C. Gen. Stat. § 14-234 requires that:
1. No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law; and
 2. A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract; and (3) No public officer or employee may solicit or receive any gift, reward, or promise of reward in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

Accordingly, no JCPC member or managing staff may receive directly or indirectly, any funds disbursed from the State of North Carolina, except for duly, authorized staff compensation and benefits, and reimbursement for expenses actually incurred in connection with the Council's business and in accordance with final approved grant agreements.

Chatham County JCPC requires its members to avoid conflicts of interest or the appearance of impropriety in the disbursement of State funds.

No member of the JCPC shall be deemed to benefit directly or indirectly from any contract or grant funded in whole or in part by State funds if he/she receives only the salary or stipend due to him/her in the normal course of employment with, or service to, said JCPC.

Chatham County Juvenile Crime Prevention Council

Bylaws

These policies have been communicated to members and full disclosure has been provided for any possible appearance of conflict of interest that may exist. All members will be required to sign the conflict of interest disclosure policy on a yearly basis at the beginning of the fiscal year or upon appointment to the Board.

Council members shall not use their official affiliation with the JCPC to secure preferential treatment for any juvenile. Council members shall not use confidential information regarding juveniles or their families, JCPC agencies or other council members for personal gain or benefit. Council members must disclose, in writing, by submitting the DPS JCPC Conflict of Interest Disclosure Form for JCPC Members (Form DPS 13 001 c), a (potential) conflict of interest when the council member:

1. Is related to a program staff member;
2. Is related to another JCPC member;
3. Has/may have personal, financial, professional, and/or political gain at the expense or benefit of the JCPC, other than the benefit of therapeutic intervention for the juveniles and families served by JCPC funded programs;
4. Or a council member's family member participates in activities of, is a member of, or is an employee of a business entity that may be viewed as having direct or indirect influence over the JCPC's business;
5. Or a council member's family member may be viewed as having direct or indirect financial gain from personal or business investments/interest in real property held by that council member;
6. Received honorarium or other compensation outside of the scope of employment and operations that creates or appears to create bias;
7. Secured employment with a competing applicant for JCPC funding; and
8. Has a relationship other than professional with a JCPC funded program or applicant for funding, or any staff member or volunteer working for the program/applicant?

B. Disclosure of any conflict of interest is mandated by statute.

The Chair shall:

1. Initiate annual review of all conflict of interest disclosures and compare JCPC actions taken as a result of the disclosure to the JCPC's bylaws; and
2. Ensure all new and existing council members receive the DPS Conflict of Interest Disclosure Form for JCPCs (Form DJJ 13 001c) and are made aware of the JCPC's conflict of interest policy, which states:

The purpose of disclosure of financial and personal interests (business, professional, or political) of JCPC members is to avoid conflicts of interest, potential conflicts of interest and the appearance of conflicts of interest between the member's private interest and his/her public duties. It is critical to this process that JCPC members examine, evaluate, and disclose those personal and financial interests that may pose a real or potential conflict of interest. Each JCPC member must take an active, thorough, and conscientious role in the disclosure and review process, including having a complete knowledge of how the JCPC member's private interests (business, professional, or political) might impact

Chatham County Juvenile Crime Prevention Council

Bylaws

his/her position or duties on the council. JCPC members have an affirmative duty to provide any and all information that a reasonable person would conclude is necessary to disclose any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest between the member's public and private interests; however the disclosure, review, and evaluation process is not intended to result in the disclosure of unnecessary or irrelevant personal information.

Therefore, personal relationships that may inappropriately influence (bias) or appear to influence actions must be disclosed. Conflict means a conflict or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust, including a Juvenile Crime Prevention Council member.

Failure to disclose any conflicts of interest, potential conflicts of interest and the appearance of conflicts of interest within the JCPC may result in the DPS cessation of any further State funds.

To comply with this mandate and with DPS JCPC Policy (*1 Operations: JCPC Operations*), the Chatham County Juvenile Crime Prevention Council adopts the use of the DPS JCPC Conflict of Interest Disclosure Form for JCPC Members (Form DPS 13 001c Conflict of Interest Disclosure Form for JCPC Members).

3. Any action taken by The Council in response to a conflict of interest being disclosed by a JCPC member shall be recorded in the minutes of the meeting.

Article X. Funding and Review

A. The Council shall adopt procedures for funding approval for programs which are consistent with DPS JCPC Policies.

B. Funding Requestors:

1. Will be screened by the Funding and Program Review Committee or, in the absence of a committee, by the entire Council;
2. Will be scrutinized according to whether they meet the needs as provided in the annual needs assessment, as well as for program effectiveness, staffing issues, amount requested, and expectations of the program.
3. Will be notified of the funding decision, in writing, within ten (10) business days of the decision.
4. May request an explanation of the funding decision, in writing, to the Chair, within five (5) business days of the funding decision notification. The Chair will respond, in writing, within 30 business days.
5. May request the funding process protocol followed by the JCPC, in writing, to the JCPC Chair within five (5) business days of receiving the funding notification. The request must specify which aspects of the funding process are in question. This will be reviewed by The Council at the next scheduled JCPC meeting following receipt of the

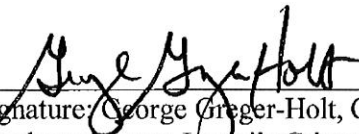
Chatham County Juvenile Crime Prevention Council

Bylaws

request. The JCPC Chair will respond to the applicant, in writing, within ten (10) business days following the JCPC meeting.

Article XI. Amending Bylaws and Adoption

- A. Amendments are permissible at any time but must be brought before The Council at least one meeting prior in which the vote will be taken.
- B. Amendments are adopted by the affirmative vote of a majority of the membership at any given meeting of The Council, provided a quorum exists.
- C. These **Amended** Bylaws are respectfully submitted to The Council for review on this date: September 16, 2016 and **Adopted** as amended as of this date: November 4, 2016.



Signature: George Greger-Holt, Chair
Chatham County Juvenile Crime Prevention Council