



**NC Department of Public Safety**  
**Juvenile Crime Prevention Council Certification**

Fiscal Year: 2017 -2018

County: **Chatham**

Date: **5/24/17**

**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 the <18 youth slots, Chief of Police, and United Way or non-profit representative. It has been difficult to find students who are able to attend during the Noon-2:00 timeslot of the meeting. The Chatham County JCPC continues to make membership recruitment a priority.

**STANDARD #2 - Organization**

- A. Does the JCPC have written Bylaws? y
- B. Bylaws are ☒ attached or ☐ on file (Select one.) y
- 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 ☐ attached or ☒ on file. (Select one.) y
- F. Does the JCPC have officers and are they elected annually? y
- JCPC has: ☒ Chair; ☒ 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
- 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 y

for their approval?

**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.

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, 2017.

**JCPC Administrative Funds  
SOURCES OF REVENUE**

**DPS JCPC**

Only list requested funds for  
JCPC Administrative Budget.

**Local**

**Other**

**Total**

15,500

15,500

  
JCPC Chairperson

6.2.17  
Date

Chairman, Board of County Commissioners

Date

DPS Designated Official

Date



# Juvenile Crime Prevention Council Certification (cont'd)

Chatham

County

FY 2017-18

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			<input type="checkbox"/>		
3) Local Sheriff or designee	Mike Szpunar	SRO Sgt	<input checked="" type="checkbox"/>	W	M
4) District Attorney or designee	Marci Trageser	Assitant DA	<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 Fox	Director, Chatham 360		B	F
10) Member of Faith Community	Steve Tamayo	Assoc. Pastor, Chatham Community Church		W	M
11) County Commissioner	Karen Howard	Chatham County Commissioner		B	F
12) Two Persons under age 18 (State Youth Council Representative, if available)					
13) Juvenile Defense Attorney	Sherri Murrell	Assistant Public Defender		W	F
14) Chief District Judge or designee	Judge Beverly Scarlett	District Court Judge	<input checked="" type="checkbox"/>	B	F
15) Member of Business Community	Rita Marley McKenzie	Business Owner		W	F
16) Local Health Director or designee	Layton Long	Director, Chatham Public Health Dept.	<input type="checkbox"/>	W	M
17) Rep. United Way/other non-profit					
18) Representative/Parks and Rec.	Kelsey Hoglund	Administative Assistant			F

# **Juvenile Crime Prevention Council Certification (cont'd)**

19) <del>County Commissioner appointee</del>	Allison Uhlenberg	Juvenile Court Counselor		NA	F
20) County Commissioner appointee	George Greger-Holt	Retired		W	M
21) County Commissioner appointee	Paul Atherton	Juvenile Court/School Liaison		W	M
22) County Commissioner appointee	Pam Weiden	Programs and Special Projects Manager, District Court Judge's Office		W	F
23) County Commissioner appointee					
24) County Commissioner appointee					
25) County Commissioner appointee					



# **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.



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- 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 1<sup>st</sup> 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.



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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;

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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.



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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

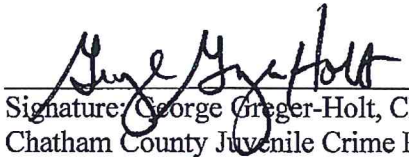
# Chatham County Juvenile Crime Prevention Council

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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

## Chatham County JCPC Meeting Minutes

July 15, 2016 Noon – 2:00 Dunlap Classroom

**Members Attending:** George Greger-Holt; Peggy Hamlett; Marci Trageser ; Alison Uhlenberg; Megan Gilliland; Rita Marley McKenzie; Mike Szpunar; Pam Weiden/Judge Scarlett designee; Sherri Murrell; Paul Atherton; Courtney Goldston

**Members Absent:** Layton Long, Jennie Kristiansen, Justin Bartholomew

**Programs:** Chatham County Together, Wrenn House; El Futuro

**Programs absent:**

**Acceptance of minutes** – Minutes from the May meeting were approved and Lisa will post on the web site.

### Area consultant:

- All July disbursements are approved and should be forthcoming
- Billy Lassiter, NCDPS Deputy Commissioner for Juvenile Justice, will host a series of town meetings throughout the state regarding the upcoming NC legislation increasing the juvenile age to 17. There will be a least one town meeting in each region.
- El Futuro was recently monitored and all went well. Teen Court is scheduled for monitoring in August.
- There was hope that Teen Court expansion funds would be included in the budget this year, but were not. Juvenile justice funding remains flat for this fiscal year.

### Program Updates:

- All programs gave a report on their 2015/16 Measurable Objectives
  - Haven House: Estimated served-10/actual served-6. Goal percentages were exceeded for all 4 measurable objectives. There are no Chatham youth currently at Haven House.
  - Communities in Schools (CIS)
    - Family Advocacy: Estimated served-32/actual served-31. Goal percentages were exceeded for all 7 measurable objectives.
    - Teen Court: Estimated served-27/actual served-22. Goal percentages were exceeded in 3 of 4 of the measurable objectives. In objective 4 (Clients will successfully or satisfactorily complete services as intended by the program design/service plan.): Goal-70%/actual-66.67%. Giovanni Parroquin is now the Teen Court coordinator.
    - Community Service/Restitution: Estimated served-85/actual served-76. Goal percentages were exceeded for all 5 measurable objectives. The number of worksites for community service continues to be a challenge. There currently are ten worksites. Denise suggested partnering with the schools when school is not in session. Youth would need to be supervised, which also presents a challenge. There are currently 7 volunteer supervisors plus staff.



- El Futuro: Estimated served-15/actual served-10. Goal percentages were exceeded in 4 of 5 of the measurable objectives. In objective 5 (Clients will successfully or satisfactorily complete services as intended by the program design/service plan.): Goal-70%/actual-60%

### **New Business**

- Deadline for 2015/16 Final Accounting forms to Chatham County is Friday, August 12<sup>th</sup>. An email reminder has been sent to all programs
- Programs may now make their request for matching county funds. An email has been sent to all programs with the attached form.
- Conflict of Interest forms were distributed to all voting members present at the meeting.
- The September meeting was changed to Friday, September 16<sup>th</sup>. The remainder 2016/17 meeting dates were confirmed.
- FY 2016/17 Membership. The following membership changes were approved by the Council: DSS Director or designee/ Jennie Kristiansen, Substance Abuse Professional /Renita Fox, County Commissioner/Karen Howard, Juvenile Defense Attorney/Sherri Murrell, County Commissioner appointee/Paul Atherton (JCSL position). George agreed to reach out to Debra Farrington with Cardinal Innovations regarding the director of area mental health program vacancy due to Tom Velevil's retirement. Kim agreed to look at prior Teen Court participants as possible youth (< 18) representatives. She also agreed to reach out to the current pastor at the Chatham Community Church as the possible faith community representative.
  - There was discussion as to the need for some clarification in some areas of the current By-Laws. Denise agreed to send some proposed language to George and Marie for consideration.
- George agreed to continue as Chairperson for FY 2016/17 and Marci tentatively agreed to serve as Vice Chairperson. Both were approved by the Council.
- Allison provided juvenile justice statistics for May and June 2016. There were 21 complaints received with 6 approved for court and 12 put on a plan or contract. There were 16 school related offenses. No juveniles were placed in detention or at Haven House.
- There was discussion of the continuing concern of prescription drug use in the high schools in Chatham County. Chatham Drug Free is working toward creating a group of students at Northwood who would like to work on changing the social norms regarding drug use in their school.
- A JCPC subcommittee was created to continue the discussion of the concerns presented at the May 2016 meeting. The subcommittee includes the following members: Peggy and/or Allison, Paul, Judge Scarlet and/or designee-Pam, Kim and George. Marie will also attend as staff support. Tentatively the subcommittee will meet following the September 16<sup>th</sup> meeting. Pam will check on Judge Scarlett's availability. Cindy Porterfield is tentatively invited to the November 4<sup>th</sup> meeting for discussion of the Council's concerns.

### **September meeting**

- The September meeting was rescheduled for September 16, 2016 at the same time and place.

## **Chatham County JCPC Meeting Minutes**

September 16, 2016 Noon – 2:00 Dunlap Classroom

**Members Attending:** George Greger-Holt; Peggy Hamlett; ; Alison Uhlenberg; Mike Szpunar; Judge Scarlett; Sherri Murrell; Paul Atherton; Courtney Goldston; Jennie Kristiansen; Justin Bartholomew; Stephanie Jones; Renita Foxx, Steve Tamayo

**Members Absent:** Layton Long; Marci Trageser; Megan Gilliland; Rita Marley McKenzie; Karen Howard

**Programs:** Communities in Schools (CIS); El Futuro

**Programs absent:** Wrenn House

**Acceptance of minutes** – Minutes from the July meeting were approved and Lisa will post on the web site.

### **Area consultant:**

- Teen Court monitoring took place this past month. Everything is in good shape.
- Final Accounting is under review. There was a small refund of administrative funds and a minor correction for El Futuro.
- Risk and Needs data will be forthcoming in the next few weeks.

### **Program Updates:**

- **El Futuro:** Five youth have been enrolled so far this fiscal year, 1 discharged and 4 currently active. The Siler City clinic is open only 2 days a week, Wednesday and Thursday. This presents a barrier to many residents and staff continues to strategize for solutions. Services are expanding in northern Chatham and the main office in Durham has a walk-in clinic.
- **Communities in Schools (CIS):** Numbers continue to be down for Teen Court. There were two mock trials over the past two months. CIS will be participating in Hispanic Heritage Night in Siler City, which takes place every 3<sup>rd</sup> Friday. Gwen continues to coordinate the Community Service and Restitution program, Geovanni now coordinates Teen Court, and Maria continues with the Family Advocacy program. A new program assistant has been recently hired.

### **Membership Update:**

- George welcomed new board members: Renita Foxx, Substance Abuse Professional representative; Stephanie Jones, Area Mental Health Program representative; and Steve Tamayo, Faith Community representative. Council approved Paul Atherton as Vice President. Kim has not been able to tap a Youth representative at this time. Pam Weiden, who has served as Judge Scarlett's designee, was approved to also be an official JCPC member in an "at large" status.

### **Collect remaining Conflict of Interest Forms:**

- All remaining Conflict of Interest Forms were collected except for two members absent from the meeting today.

### **New Business**

- Peggy gave an update about the new Misdemeanor Diversion Program in Orange County. There is an upcoming conference highlighting similar programs in the area. It is being held at the Durham Human Services Complex, October 28<sup>th</sup> from 9:00 – 3:30. There is no charge. Paul also gave more information about the program in Orange County. He will send out more information via email. It is a 90-day program requiring a monthly court appearance. Renita reports that Chatham is also taking some steps to develop a similar program. Judge Scarlett expressed concerns about screening for domestic violence. If cases are accepted that have domestic violence issues, there should be an appropriate therapeutic intervention as part of the program's requirement. Renita reported on the current First Offender program in Chatham that provides individualized requirements.
- Alison provided DJJ statistics for the past two months. There were three juveniles presented for intake that involved a total of 56 complaints. Three juvenile were approved for court. There were no juveniles in detention or at Wrenn House for this period.
- The Risk/Needs Committee was established. The following members agreed to serve on the Committee: George, Peggy, Alison, Stephanie, Justin, Renita and Jennie. Denise reminded the Council while is good to have data, it is also very important for input from community leaders. The meeting is scheduled for Thursday, October 13, 2016, 12:30 PM at Northwood High School, Pittsboro, NC.
- Bylaw revisions were discussed. The Council was pleased with updated version. There were several changes regarding term limits, officer succession and proxy rules. Some of the language regarding these issues will be changed and the bylaws will be presented for a vote at the November meeting.

### **November meeting**

- The November meeting is scheduled for November 4, 2016 at the same time and place.



## Chatham County JCPC Meeting Minutes

November 4, 2016 Noon – 2:00 Dunlap Classroom

**Members Attending:** George Greger-Holt; Peggy Hamlett; Alison Uhlenberg; Judge Scarlett; Paul Atherton; Jennie Kristiansen; Justin Bartholomew; Stephanie Jones; Renita Foxx; Layton Long; Karen Howard;

**Members Absent:** Marci Trageser; Megan Gilliland; Rita Marley McKenzie; Mike Szpunar; ; Sherri Murrell; Courtney Goldston; Steve Tamayo; Pam Weiden

**Visitors:** Amanda Farris; Terrance ?

**Programs:** Communities in Schools (CIS); Wrenn House

**Programs absent:** El Futuro

### **Presentation/Orange County Misdemeanor Diversion Program.**

Cait Fenhagen, Orange County Criminal Justice Resource Manager and Kate Giduz, Orange County Teen Court Coordinator with Volunteers for Youth presented on the newly established Orange County Misdemeanor Diversion Program for 16 & 17 year old first-time offenders. The program works with local law enforcement to divert youth to the program instead of filing charges. It is a 90-day program that includes referral to services and a mandatory court session. The program has been in place for 6 months. There has been some interest in Chatham County to start a similar program.

**Acceptance of minutes** – Minutes from the September meeting were approved and Lisa will post on the web site.

### **Area consultant:**

- Denise was unable to attend the meeting. There was discussion as to the recent memo from Cindy Porterfield regarding 2016-17 Schedule for Standardized Program Evaluation Protocol (SPEP) Activity. The timeline recommends a that JCPCs review PEP progress of their programs through September 30<sup>th</sup> during the period of October-November either by written or verbal means. Council agreed that a written report would suffice. Marie will check with Denise as to the format for the report and notify the programs.

### **Program Updates:**

- **El Futuro:** El Futuro was unable to send a representative to the meeting. Their report still shows 5 current clients and 1 discharge.
- **Communities in Schools (CIS):** Family Advocacy has served 17 ytd and currently has 11 active. They are working on a Strengthening Families session with DSS after the first of the year. Teen Court has served 7 ytd and currently has 2 active. They have been meetings with school personnel to expand referrals from the SROs. The Community Service Program has served 34 ytd with 20 being carried over from the last fiscal year. There are currently 6 active.
- **Wrenn House:** There was been one referral in October and the youth is still residing at Wrenn House.

### **Bylaw Revisions**

- Amended Bylaws were approved.

### **New Business**

- Alison provided DJJ statistics for the past two months. There were 13 juveniles presented for intake that involved a total of 34 complaints. Two juvenile were approved for court. There were no juveniles in detention and one referral to Wrenn House for this period. There were 3 youth charged with multiple felonies.
- The Risk and Needs Committee Meeting scheduled for October 13<sup>th</sup> was postponed. There has some delay from the state office of the data reports. The meeting is now scheduled for Monday, November 28<sup>th</sup> from 2:00-4:00 at Northwood High School.
- The Concerns Committee report was presented to the Council. Several suggestions were added to the report. Marie will revise and send to Council for final review. They will be forwarded to Denise to help prepare Cindy Porterfield for her visit at the January meeting.
- The following members agreed to serve on the Monitoring Committee: George, Alison, Paul, Stephanie and Peggy. Amanda Farris also agreed to participate on the Committee. Marie will email the committee regarding possible dates.

### **Other Business**

- Paul introduced visitor, Terence Johnson, a student at UNC's School of Public Health
- Peggy reported there will be a Court Counselor vacancy in Chatham
- Kat Haney with the ABC Commission is interested in presenting to the JCPCs. George will reach out to her about possibly being on the January agenda.

### **January meeting**

- The January meeting is scheduled for January 6, 2017 at the same time and place.

## Chatham County JCPC Meeting Minutes

January 6, 2017 Noon – 2:00 Dunlap Classroom

**Members Attending:** George Greger-Holt; Peggy Hamlett; Alison Uhlenberg; Judge Scarlett; Paul Atherton; Jennie Kristiansen; Stephanie Jones; Renita Foxx; Layton Long; Marci Trageser; Megan Gilliland; Rita Marley McKenzie; Mike Szpunar; Pam Weiden

**Members Absent:** Justin Bartholomew; Karen Howard; Sherri Murrell; Courtney Goldston; Steve Tamayo;

**Visitors:** Cindy Porterfield, Director of Juvenile Community Program, NCDPS

**Programs:** Communities in Schools (CIS); El Futuro

**Programs absent:** Wrenn House

### **Presentation/ Kat Haney, ABC Board Coalitions Director/Initiative to Reduce Underage Drinking**

Presentation highlighted the Talk It Out campaign which targets the subject of underage drinking. Information can be found on the website [www.talkitoutnc.org](http://www.talkitoutnc.org) and there is also a Facebook page. Kat is available to speak to any sized group. She also has many partners in this initiative and is able to make the connections for anyone interested. She also has materials she can share. Kat fielded questions regarding the funding available for non-profits through the ABC Commission. It is annual grant process and each county board has a different process and priorities. She encouraged anyone interested to contact the local ABC Board.

**Acceptance of minutes** – Minutes from the November 2016 meeting were approved and Lisa will post on the web site.

### **Area consultant:**

Denise reported she is working with each program individually on their Program Enhancement Plans. The next task will be creating a Quality of Service checklist.

### **Program Updates:**

- **Communities in Schools (CIS):** Family Advocacy has served 20 ytd with an annual goal of 32. They sponsored a float in the Siler City Christmas Parade. There was also a recent trip to the planetarium in Chapel Hill. They have been making revisions to the protocol manual as part of the PEP. FAN continues to collaborate with DSS and Chatham Middle School for the upcoming Strengthening Families workshop in February. Teen Court has served 10 ytd and currently has 7 active. There are now two Teen Court sessions a month. They have been making revisions to the protocol manual as part of the PEP. The Community Service Program has served 40 ytd with an annual goal of 65. The Boys and Girls Club has been added as a new worksite. Updates are also currently being made to the protocol manual.
- **El Futuro:** Denise has been working with the program on updating the protocol manual. There is now will be a monthly data check.
- **Wrenn House:** There continues to be one youth still residing at Wrenn House. Protocol manual now has revised plan for staff retention.



## **Monitoring Committee Report**

The program monitoring visit schedule is as follows:

Wednesday, 1/11/17 – 10:00/El Futuro

1:00/CISCC

Thursday, 1/12/17 – 12:00/Haven House

## **New Business**

- Alison provided DJJ statistics for the past two months. There were 11 juveniles presented for intake that involved a total of 12 complaints. One juvenile was approved for court. There were no juveniles in detention.
- Peggy reported on the GCC grant. The grant will support a school-based court counselor providing intensive case management. There also be funds for graduated incentives. The funds for the incentives will flow through Insight, a non-profit in Forsyth County and also another GCC grant site.
- **FY 2017/18 Chatham County Request for Proposals was approved.** It will be advertised on the Chatham County website starting 1/11/17, closing date 2/13/17. Marie will also send the RFP to currently funded programs. Stephanie agreed to review the Community Mental Health Assessment for any duplication of services in the county.
- Concerns Committee Report to Cindy Porterfield. Cindy addressed the concerns presented in the Chatham County Concerns Committee Report. The following are some highlights from the discussion:
  - Case management services cannot be funded by JCPC. Case management is responsibility of court counselors
  - state office had to build an affective evaluation system for community programs to meet legislative mandates
  - Recidivism is the “gold standard” evaluation point for juvenile justice programming
  - NC adopted SPEP tool based on evidence based practices which can also take into account “home-grown” programming that is able to meet the standards for best practice.
  - the funding appeal process starts with local county commissioners and then to DPS
  - We might want to look at DPI funding that may be a better fit for school/court programs

## **March meeting**

- The March meeting is scheduled for March 3, 2017 at 12:00 PM at the DSS Ground Floor Conference Room. This is the annual funding meeting.

## Chatham County JCPC Meeting Minutes

March 3, 2017 Noon – 2:00

Chatham County DSS, Ground Floor Conference Room

**Members Attending:** George Greger-Holt; Peggy Hamlett; Alison Uhlenberg; Paul Atherton; Jennie Kristiansen; Stephanie Jones; Renita Foxx; Layton Long; Rita Marley McKenzie; Mike Szpunar; Pam Weiden; Justin Bartholomew; Karen Howard; Courtney Goldston;

**Members Absent:** Sherri Murrell; Steve Tamayo (proxy given to George Greger-Holt); Judge Scarlett (proxy given to Pam Weiden); Marci Trageser; Megan Gilliland

**Programs:** Communities in Schools (CIS); El Futuro; Haven House

**Programs absent:** None

**Acceptance of minutes** – Minutes from the January 2017 meeting were approved and Lisa will post on the web site.

### Program funding request reviews:

- **Haven House/Psychological Assessment**
  - They have reached their goal of 7 seven assessments for the current funding period and anticipate at least one additional referral for the current fiscal year
  - Funding request for FY 2017/18 includes more assessment materials for Dr. Rademacher
  - Program Hours: very accessible to handle referral process during regular business hours. Scheduling of the assessments is determined by Dr. Rademacher's schedule.
- **Haven House/Wrenn House**
  - Current fiscal year goal is 10. Have served 3 juveniles so far this year. One of the referrals was a high-need juvenile with an extended stay. The alternative would have been detention at a much higher cost.
  - Program hours: 24-hour/7 days a week facility.
  - Emergency referral plan: Wrenn House is staffed 24/7 to handle emergency situations.
- **El Futuro**
  - Current fiscal year goal is 15. Have served 7.
  - They are open 2 days/week.
  - Pre/post tests show 81 % clinical improvement.
  - Use evidence-based practices
  - Program hours-Wednesday, 9-5, Thursday, 10-6
  - Emergency referral plan: there is no crisis line in Chatham County, but can call the Durham Clinic

- **Communities in Schools/Community Service and Restitution**
  - Current fiscal year goal is 65. Have served 49.
  - Current coordinator is leaving July 1, 2017.
  - Decreasing overall budget: new staff salary will be a lower pay rate and decreasing restitution bank from \$3000 to \$1500.
  - Program Hours: M-F/9:00-5:00, closed for standard holidays
  - Emergency referral plan: staff cell phones
  
- **Communities in Schools/Family Advocacy**
  - Current fiscal year goal is 32. Have served 25.
  - Staff will receive 3% increase in salary
  - Doing more seminar programming requiring more food costs.
  - Program Hours-M-F/9:00-5:00, closed for standard holidays
  - Staff is available by cell phone for emergencies and works a flex schedule to cover after-hour needs.
  
- **Communities in Schools/Teen Court**
  - Current fiscal year goal 27. Has served 15. Last FY served 18.
  - Referrals were slow to start, but have picked up.
  - Will be partnering with UNC School of Government
  - Program Hours: M-F/9:00-5:00, closed for standard holidays
  - Emergency referral plan: staff cell phones

**Chatham County JCPC Administration funding application:**

Chatham County is requesting a slight shift in line items. Current fiscal year is JCPC Administrative Support-\$14,330 and food-\$1200. FY 2017/18 request is: JCPC Administrative Support-\$14,350 and food-\$1,150.

**New Business**

- Alison provided DJJ statistics for the past two months. There were 11 juvenile presented for intake involving 19 complaints. There was 4 juveniles approved for court. There was 1 juvenile placed in detention. One juvenile was placed at Wrenn House but the stay spanned the two-month reporting period.

**May meeting**

- The May meeting was confirmed for May 5, 2017 at 12:00 at the Dunlap Classroom.



**Funding Decision:**

- The following funding decisions were approved by the Chatham JCPC:
  - Haven House/Wrenn House - \$6537
  - Haven House/Psychological Assessment - \$5763 (increasing goal to 10)
  - El Futuro's Clinical Program - \$10,944
  - Communities in Schools/Teen Court - \$20,800 (decreasing goal to 20)
  - Communities in Schools/Family Advocacy - \$36,000
  - Communities in Schools/Community Service & Restitution – \$48,000
  - JCPC Admin - \$15,500 (approved line item changes: Food-\$1,150 and Admin Support-\$14,350)
  
- The chair will follow up with agencies concerning the recommendations.

---

**FY 17/18 Chatham JCPC Request for Proposals**

1 message

**Marie Lamoureux** <winreaux@gmail.com>

Tue, Jan 10, 2017 at 1:45 PM

To: Lisa West &lt;lisa.west@chathamnc.org&gt;

Good afternoon Lisa,

Attached is the FY 17/18 Chatham Juvenile Crime Prevention Council Request for Proposals approved at the JCPC meeting on January 6, 2017.

Also attached is a description of program types.

Could you please post these documents on the Chatham County website?

I plan to distribute the RFP via email to the currently funding Chatham JCPC programs and Chatham JCPC members tomorrow, January 11, 2017. Can you provide me the link on the Chatham County website to include in the email when you have posted?

Much thanks,

Marie

---

**2 attachments****FY 17-18 Chatham Request for Proposals.pdf**

16K

**Chatham County FY 17 18 Program Type Descriptions for RFP.pdf**

77K



Marie Lamoureux <winreaux@gmail.com>

5:22 PM (4 minutes ago)

to Alison, Amanda, Beverly, Courtney, Denise, George, Geovanni, Gwen, Jennie, Justin, Karen, Kelsey, Kerry, Kim, Layton, Marci, Megan, Mike, Pamela, Paul, Peggy, Renita, Rita, Sherri, Stephanie

Chatham JCPC Programs and Members,

Please see the attached FY 17/18 Chatham Juvenile Crime Prevention Council Request for Proposals approved at the JCPC Meeting on Friday, January 6, 2017.

Also attached is a description of program types.

You will also find the documents posted on the Chatham County website:

<http://www.chathamnc.org/government/appointed-boards-and-committees/juvenile-crime-prevention-council>

Please feel free to forward this information to any youth serving agencies you think may be interested in applying or post on public bulletin boards.

Thanks,

Marie

**2 Attachments**

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 17-18
Item #	Justification	Expense	In Kind Expense
190	Funds for JCPC Admin Support	\$14,350	
220	Lunch for JCPC meetings (\$200 x 6 meetings = \$1,200)	\$1,150	
TOTAL		\$15,500	

Job Title		Annual Expense Wages	Annual In Kind Wages
TOTAL			



**SECTION VII**

Program: JCPC Administration

Fiscal Year: FY 17-18

Number of Months: 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$14,350</b>		<b>\$14,350</b>
120 Salaries & Wages			\$0
180 Fringe Benefits			\$0
190 Professional Services*	\$14,350		\$14,350
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$1,150</b>		<b>\$1,150</b>
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
<b>III. Current Obligations &amp; Services</b>			<b>\$0</b>
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
<b>IV. Fixed Charges &amp; Other Expenses</b>			<b>\$0</b>
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
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$15,500</b>		<b>\$15,500</b>

### CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Court-related Programs

Department contract file name (use effective date): mlamoureux\_CP\_20170701

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: JCPC Administration

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Marie Lamoureux

Effective Date: 7/1/2017

Approved by: County Manager

Ending Date: 6/30/2018

Total Amount: 14,350

2. Department Head or his/her designee has read the contract in its entirety.

By: [Signature] (Department Head signature required)

3. County Attorney has reviewed and approved the contract ☒

County Attorney has reviewed and rejects the contract ☐ Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes ☐ No ☐



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes ☐ No ☐

5. Vendor has signed the contract. Yes ☐ No ☐

6. A budget amendment is necessary before approval. Yes ☐ No ☐

If budget amendment is necessary, please attach to this form.

7. Approval

☐ Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

☐ Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

#### Clerk's Office Only

☐ Finance Officer has signed the contract

☐ The Finance Officer is not required to sign the contract

NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR SERVICES

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 Lamoureux, (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)~~

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 Lamoureux  
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.

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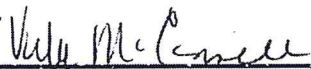
18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder,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

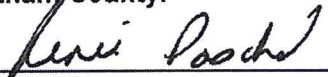
Requirement to Recycle Certain Electronic Equipment: If applicable, Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided 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 15<sup>th</sup> 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