



North Carolina Department of Public Safety

Juvenile Justice and Delinquency Prevention

JCPC Program - Program Agreement

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 23-24	DPS/JCPC FUNDING # (cont only)	211-XXXX
COUNTY:	Buncombe	AREA:	Western Area
Multi-County:	No	Multi-Components:	No
NAME OF PROGRAM:		JCPC Administration	

SPONSORING AGENCY:	Buncombe County		
SPONSORING AGENCY PHYSICAL ADDRESS:	*	NC	00000
SPONSORING AGENCY MAILING ADDRESS:	*	NC	00000
TYPE:	Public	FEDERAL ID #	566000279 01

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
38885	JCPC Certification	JCPC Certification	\$ 10,000
Total cost of components:			\$ 10,000

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

Name:	Timothy Henderson	Title:	Attorney, Buncombe County JCPC Chair		
Mailing Address:	60 Court Plaza	City:	Asheville	Zip:	28801
	14th Floor				
Phone:	(828) 259-3423	Fax:		E-mail:	Timothy.A.Henderson@nccourts.org

Contact Person *(if different from program manager)*

Name:	Hannah Legerton	Title:			
Mailing Address:	60 Court Plaza	City:	Asheville	Zip:	28801
	14th Floor				
Phone:	(828) 250-4087	Fax:		E-mail:	hannah.legerton@buncombecounty.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Mason Scott	Title:	Interim Finance Director		
Mailing Address:	200 College St	City:	Asheville	Zip:	28801
Phone:	(828) 250-4812	Fax:		E-mail:	Mason.Scott@buncombecounty.org

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

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

2-Year Funding: FY 2023-2024 and FY 2024-2025

Membership

- | | |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | <u>Yes</u> |
| B. Are members appointed for two-year terms and are those terms staggered? | <u>Yes</u> |
| C. Is membership reflective of social-economic and racial diversity of the community? | <u>Yes</u> |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>No</u> |

If not, which positions are vacant and why?

1 person under the age of 21 and 2 County Commissioner Appointee. The JCPC is working to fill vacant positions.

Organization

- | | |
|---|----------------|
| A. Does the JCPC have written Bylaws? | <u>Yes</u> |
| B. Bylaws are | <u>On file</u> |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | <u>Yes</u> |
| D. Does the JCPC have written policies and procedures for funding and review? | <u>Yes</u> |
| E. These policies and procedures | <u>On file</u> |
| F. Does the JCPC have officers and are they elected annually? | <u>Yes</u> |

Meetings

- | | |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet six (6) times a year at a minimum? | <u>Yes</u> |
| D. Are minutes taken at all official meetings? | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings? | <u>Yes</u> |

Planning

- | | |
|--|------------|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | <u>Yes</u> |

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?
<input checked="" type="checkbox"/> RFP, Distribution List, and Advertisement attached | <u>Yes</u> |
| B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? | <u>Yes</u> |

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? | <u>Yes</u> |
|--|------------|

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

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

The JCPC is working to fill additional vacancies.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

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

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Shanon Martin	Assistant Director of Student Services / Title IX Coordinator	<input checked="" type="checkbox"/>	White	Female
2) Chief of Police or designee	Michael Lamb	Police Captain	<input checked="" type="checkbox"/>	White	Male
3) Local Sheriff or designee	Jorge Redmond	BCSO Senior Attorney	<input checked="" type="checkbox"/>	Black or African-American	Male
4) District Attorney or designee	Blythe McCoy	Attorney	<input checked="" type="checkbox"/>	White	Female
5) Chief Court Counselor or designee	Sylvia Clement	Chief Court Counselor		Black or African-American	Female
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Angela Garner	Community Relations Regional Director, VAYA Health	<input checked="" type="checkbox"/>	White	Female
7) Director DSS or designee	Suzanne Avett	HHS Attorney Supervisor	<input checked="" type="checkbox"/>	White	Female
8) County Manager or designee	Noreal Armstrong	Chief Equity & Human Rights Officer	<input checked="" type="checkbox"/>	Black or African-American	Female
9) Substance Abuse Professional	Destiny Burgess	Peer Support Specialist, RHA		American Indian or Alaska Native	Female
10) Member of Faith Community	Don Johnson	Chaplain, Buncombe County Detention Facility		White	Male
11) County Commissioner	Martin Moore	County Commissioner		Black or African-American	Male
12) A Person Under the Age of 21					
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	CiCi Weston	Executive Director, The Christine Avery Learning Center		Black or African-American	Female
14) Juvenile Defense Attorney	Timothy Henderson	Attorney		White	Male
15) Chief District Judge or designee	Susan Dotson-Smith	Judge	<input checked="" type="checkbox"/>	White	Female
16) Member of Business Community	Elizabeth Kraft	CFO, Kraft Professional Realty, Inc.		White	Female
17) Local Health Director or designee	Ginger Clough	Health Promotions Supervisor	<input checked="" type="checkbox"/>	White	Female
18) Rep. United Way/other non-profit	Natasha Adwaters	Executive Director, Children First		Black or African-American	Female
19) Representative/Parks and Rec	D. Tyrell McGirt	Parks & Recreation Director, City of Asheville		Black or African-American	Male

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members	Name	Title	Designee	Race	Gender
20) County Commissioner appointee	Angel Redmond	Program Leader, Asheville Parks & Rec.		Black or African- American	Female
21) County Commissioner appointee	Brandon Priester	Youth Business Services Representative, Land of Sky Regional Council		Black or African- American	Male
22) County Commissioner appointee	Co-Kema Hines	Student Affairs Case Manager, UNCA		Black or African- American	Female
23) County Commissioner appointee	Eric Robinson	Asheville Housing Authority		Black or African- American	Male
24) County Commissioner appointee	Jeremy Bricker	Regional Director, Family Preservation Services		White	Male
25) County Commissioner appointee					
26) County Commissioner appointee					

SECTION V: TERMS OF AGREEMENT

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

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

Term of Agreement

This Agreement shall become effective **Jul 1, 2023** and shall terminate **Jun 30, 2024**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount \$10000 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

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

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC Policy;
3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor the Sponsoring Agency's funded program(s) in accordance with *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring*; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by

the established due dates.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;
5. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures;
6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;
7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC Policy for the specific funded program type;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use the DPS electronic, internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in the DPS JCPC Policy and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;

15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;
16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;
17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;
19. Comply with *DPS JCPC Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

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

22. Upload a signed Contract for Professional Services (*Form JCPC/PO 001 Contract for Professional Services Template*) into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC Policy; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds only for the purposes approved by DPS in the JCPC Program

Agreement or most recently approved JCPC Program Agreement Revision;

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

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

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

5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring*.

Reference: 14B NCAC 11B.0202 and DPS JCPC Policy (policies 1, 3, 7, 8, 9, 10 and 11).

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed when applicable, and either a local public agency, a 501(c)3 nonprofit corporation or local housing authority (applicable only to the JCPC funding process);

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

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

4. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and

6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.

Reference: 14B NCAC 11B.0108; DPS JCPC Policy (policies 8 and 9).

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and

enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

- (a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or
- (b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC Policy 1. Operations: JCPC Operations*.
Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

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

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements

Local Government or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities

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

Oversight**Access to Persons and Records**

The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

Record Retention

Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

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

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level. This written statement, *No Overdue Tax Debts*, shall be completed by the Sponsoring Agency to certify when there are no overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time a Program Agreement is submitted.

Conflict of Interest Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of

that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program agreement in NCALLIES.

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

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

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

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

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

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without

limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

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

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

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 23-24
Item #	Justification	Expense	In Kind Expense
120	JCPC Administrative Assistant position.	\$8,500	
220	Breakfast and Lunch for Committee on Allocations Day in March, and food/coffee at other in-person JCPC meetings.	\$1,000	
260	Office supplies for JCPC	\$500	
TOTAL		\$10,000	\$0

Job Title	Annual Expense Wages	Annual In Kind Wages
Youth Justice Division Manager - JCPC Admin Role	\$8,500	
TOTAL	\$8,500	

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY			
Program:	JCPC Administration		
Fiscal Year:	FY 23-24	Number of Months:	12
	Cash	In Kind	Total
I. Personnel Services	\$8,500		\$8,500
120 Salaries & Wages	\$8,500		\$8,500
180 Fringe Benefits			\$0
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$1,500		\$1,500
210 Household & Cleaning			\$0
220 Food & Provisions	\$1,000		\$1,000
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$500		\$500
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	\$10,000	\$0	\$10,000

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)

FY 23-24 **Buncombe County** **Funding ID: 211-XXXX**

Sponsoring Agency: Buncombe County

Program: JCPC Administration

\$10,000	DPS/JCPC Funds	* This is the amount approved in 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>
\$10,000	TOTAL	\$0	\$0
		Required Local Match	Match Provided

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

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

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Chair, Juvenile Crime Prevention Council **Date**

Program Manager **Date**

BYLAWS of
Buncombe County Juvenile Crime
Prevention Council

Article I. Name, Principal Office, and General Purpose

Section 1. Name.

Buncombe County Juvenile Crime Prevention Council (JCPC)

Section 2. Purposes. The purpose for the JCPC is to prevent juveniles who are at risk from becoming delinquent. North Carolina General Statute (143B-845) mandates the development of a local JCPC. The primary intent of the legislation is to develop community-based alternatives to Youth Development Centers and to provide community – based delinquency and substance abuse prevention strategies and programs. Additionally, it is the intent of the legislation to provide noninstitutional dispositional alternatives that will protect the community and the juveniles.

The legislation directs that these programs and services be planned and organized at the community level and developed in partnership with the State. Juvenile Crime Prevention Councils are the designated planning bodies at the local level, appointed by the Board of County Commissioners.

Article II. Members

Section I. Members.

The business and property of the JCPC shall be managed and controlled by the JCPC, who shall be appointed as set forth below.

Section 2. Appointment.

NCGS 143B-846 specifies that as a prerequisite for a county receiving funding for juvenile court services and delinquency prevention programs, the Board of County Commissioners shall appoint a JCPC.

Section 3. Number and Representation

The JCPC shall consist of a membership composition as set forth in GS 143B-846 with not more than 26 members. The Board of County Commissioners shall modify the JCPC membership as necessary to ensure that council members reflect the racial and socioeconomic diversity of the community and to minimize potential conflicts of interest by members.

Section 4. Officers.

Members of the council shall elect the Chair and Vice Chair annually.

- I. Membership designated by NCGS 143B-544
 1. Local school superintendent(s) or designee
 2. Chief of Police
 3. Local Sheriff or designee
 4. District Attorney or designee
 5. Chief Court Counselor or designee
 6. Director of area mental health, developmental disabilities, and substance abuse authority or designee
 7. Director of DSS, or consolidated human services agency or designee
 8. County Manager or designee
 9. A Substance Abuse Professional
 10. A Member of the Faith Community
 11. A County Commissioner
 12. Two persons under the age of 18 years, one of whom is a member of the State Youth Council.
 13. A Juvenile Defense Attorney
 14. Chief District Court Judge or a judge designated by the chief district court judge
 15. A member of the business community
 16. Health Director or designee
 17. Representative of United Way or other nonprofit or designee
 18. Representative of local parks and recreation
 19. Member of Public appointed by County Commissioners
 20. Member of Public appointed by County Commissioners
 21. Member of Public appointed by County Commissioners
 22. Member of Public appointed by County Commissioners
 23. Member of Public appointed by County Commissioners
 24. Member of Public appointed by County Commissioners
 25. Member of Public appointed by County Commissioners

Section 5. Terms.

As set forth in NCGS 143B-847 each member of the JCPC shall serve for terms of two years. Members may be reappointed. Terms of appointment begin January 1, 1999, and July 1 of years thereafter.

In order to provide for staggered terms, persons appointed for positions designated as (9) a substance abuse professional, (10) a member of the faith community, (12) a person under the age of 18, (15) a member of the business community (17) a representative of United Way or other nonprofit and (18) a representative of local parks and recreation, shall be for an initial one-year term and two-year terms thereafter.

Section 6. Vacancies.

As set forth in NCGS 143 B-848 appointments to all vacancies shall be for the remainder of the former member's term.

Section 7. Removal.

As set forth in NCGS 143 B-848 members shall only be removed for malfeasance (illegal act) or nonfeasance (not performing duties as required) as determined by the Board of County Commissioners.

Section 8. Meetings; Quorum.

As set forth in NCGS 143 B-849 the Council will meet at least bi-monthly. The council may meet more often if the Chair calls a special meeting.

A simple majority of members shall constitute a quorum. (Simple majority is 50%+1)

Section 9. Attendance

Any member who has two consecutive or three total unexplained absences in a one year period of their two-year term will be contacted by the coordinator to verify their commitment to continue as a board member.

Article III. Duties and Powers

As set forth in NCGS 143 B-851 the duties and powers of the JCPC are as follows:

Conduct an annual review of the needs of juveniles at risk of delinquency, adjudicated delinquent or undisciplined and the resources needed to meet those needs.

Develop and advertise a request for proposals (RFP) process and submit a written plan of action for the expenditures of juvenile sanctions and prevention funds to the Board of County Commissioners for approval. Submit those funds approved by the Board of County Commissioners to the North Carolina Department of Public Safety (NCDPS) for final approval and implementation.

Ensure appropriate intermediate dispositional options are available and prioritize funding for dispositions of intermediate and community level sanctions for court adjudicated juveniles.

NCDPS Application Process:

Perform the following functions on an ongoing basis:

- a) Assess the needs of juveniles in the community, evaluate the adequacy of resources to meet those needs, and develop or propose ways to address unmet needs.
- b) Evaluate the performance of juvenile services and programs in the community. Evaluate each funded program as a condition of continued funding.
- d) Increase public awareness of the causes of delinquency and of strategies to reduce the problem.
- e) Develop strategies to intervene and appropriately respond to and treat the needs of juveniles at risk of delinquency through appropriate risk assessment instruments.
- f) Provide funds for services for treatment, counseling, or rehabilitation for juveniles and their families, including court ordered parenting responsibility classes.
- g) Plan for the establishment of permanent funding streams for delinquency prevention services.
- h) Develop strategies to intervene and appropriately respond to the needs of juveniles who have been associated with gang activity or who are at risk of becoming associated with gang activity.

ARTICLE IV Committees

1. Executive Committee: Membership shall consist of the JCPC Chair, JCPC Chair from the previous year if still active, Vice-Chair, Standing Committee Chairs, the NCDPS Consultant and the Chief Court Counselor or designee.
2. The JCPC may appoint from its members, or from among other persons as the Council sees fit, one or more ad hoc or advisory committees at any time. The members of such committees serve at the pleasure of the JCPC and shall advise and aid the Council. Each ad hoc committee is subject to approval of the JCPC, and its prescribed rules and regulations to conduct meetings and business.
 - a. Duties: It is the duty of the JCPC Chair to ensure that the following duties are performed:
 - i. Meet monthly to set the agenda for the regular JCPC meetings.
 - ii. Meet when necessary between monthly meetings to facilitate strategic planning and fiscal management concerns as decided by the JCPC Chair
 - iii. Monitor and evaluate composition of the JCPC specific to community representation and effectiveness in meeting goals
 - iv. Monitor terms of appointment and present membership recommendations to the Board of County Commissioners

- v. Monitor non-attendance and notify members of attendance issues as referenced in Article VI, Section 3
- vi. Report malfeasance (illegal activity) or nonfeasance (failure to perform assigned duties) to the Board of County Commissioners for recommended action
- vii. Ensure development and presentation of a slate of officers for JCPC approval
- viii. Review request for support of community program development and present to the JCPC for approval
- ix. Take nominations at a regular JCPC meeting for chairs of committees prior to the first meeting of the JCPC year
- x. The JCPC Chair may appoint from its members, or from among other persons as the Council sees fit, one or more ad hoc or advisory committees at any time. The members of such committees serve at the pleasure of the JCPC and shall advise and aid the Council. Each ad hoc committee is subject to approval of the JCPC, and its prescribed rules and regulations to conduct meetings and business.

The Chairs of the following committees will coordinate with the JCPC Chair to ensure appropriate committee membership from the JCPC members and community volunteers.

1. Monitoring/Evaluation Committee: Membership shall consist of the Chair and Vice-Chair of the committee, JCPC members, court counselors and may include community volunteers.
 - a. Duties: It is the duty of the committee chair to ensure that the following duties are performed:
 - i. Conduct site visits to funded NCDPS programs
 - ii. Review NCDPS funded programs to determine adherence to proposed goals, projected outcomes, budgets and other data collection requirements
 - iii. Complete and submit required monitoring and evaluation reports within designated time frames
 - iv. Evaluate funded programs for conditions of continued funding and overall effectiveness and efficiency, and progress towards projected outcomes.
 - v. Provide monitoring reports to the Allocations Committee within established time frames
 - vi. Coordinate with NCDPS Consultant to ensure knowledge of and adherence to current monitoring and evaluation requirements
 - vii. Develop annual calendar and action plan outlining required tasks of committee

2. Planning/Public Awareness Committee: The planning and public awareness activities may function as two separate committees or as a single committee and subcommittee. Membership shall consist of the Chair, Vice-Chair, JCPC members, court counselors and may include community volunteers.
 1. Duties: It is the duty of the committee chair to ensure that the following duties are performed:
 - i. Planning:
 - 1) Develop a community assessment and comprehensive strategies plan in order to establish priorities for NCDPS disbursement of funds in conjunction with the Dispositional Options survey given to court counselors and reported by the chief court counselor and provide planning data to the community and the state
 - 2) Review and update comprehensive strategies at least every three to five years
 - 3) Review annually the needs of juveniles at risk of delinquency or adjudicated delinquent/undisciplined and resources needed for target populations
 - 4) Review and determine gaps in intermediate dispositional options
 - 5) Ensure that comprehensive strategies include addressing unmet needs and providing funds and resources for treatment, counseling and rehabilitative services for youth and families, including court ordered parent responsibility classes
 - 6) Coordinate with the Allocations Committee and Chief Court Counselor to ensure that the annual RFP for NCDPS funding accurately reflects current community-based needed resources
 - 7) Coordinate with NCDPS Consultant to ensure use of best practice criteria for assessment and planning activities
 - ii. Public Awareness:
 - 1) Provide public awareness of the JCPC, it's function, it's process and the comprehensive strategies plan
 - 2) Promote public awareness and media coverage for the RFP and NCDPS funds allocation process
 - 3) Ensure public notification of the JCPC regular meeting or specially called meetings
 - 4) Make presentations to community groups and programs regarding JCPC functions and as recruitment and gap identification strategies

5) Develop an annual public awareness and media action plan outlining events to cover and community organizations to receive presentations

3. Allocations Committee: Membership shall consist of the Chair, Vice-Chair, JCPC members, and court counselors.

1. Duties: *The purpose of the allocation Committee is to receive, review and evaluate eligible program application and make recommendations for the release of NCDPS funds to area programs. In addition, the committee ensures that applications for NCDPS funding are received in the context of identified needs from the JCPC comprehensive strategies process as noted in the RFP.* No agency shall have more than two representatives on the allocation committee in an effort to refute any allegations of weighting the panel. The Chief Court Counselor shall participate as a non-voting member, being available to assist in training members and for consultation and information as to the needs of the court referred juveniles.

Article V Officers

Section 1. Officers. The officers of Council shall be a Chair, Vice Chair (*Chair-elect*), Planning Chair, Vice Chair, Monitoring Chair, Vice Chair, Allocations Chair, Vice Chair, each elected annually.

The executive committee will present a slate of officer appointments to the JCPC and hold elections in May.

Section 2. Election. The Council shall elect all officers during a meeting held in May of each year. The executive committee shall submit a slate of officers. Additional nominations may be made from the floor at this time. All officers shall hold office for the term of one year. Vice-Chair will move into Chair position in the following year.

Section 3. Tenure of Office. Any of the officers may be dismissed at any time during his or her term by a majority vote of the Council in accordance with Article II, §8.

Section 4. Resignation. If an officer resigns prior to the end of his/her term the executive committee shall recommend a replacement to the JCPC for approval. The approved replacement will serve until the end of the designated term.

Section 5. Duties of Officers

CHAIR

The Chair shall:

- a) Preside at all meetings of the Council
- b) Enforce these Bylaws and see that all orders and resolutions of the JCPC are carried out

- c) Perform the entire duties incidental to his or her office, and which are required by law, and generally, to see that the Officers perform their duties
- d) Present at each meeting of the Council a report on the condition of the business of the Council
- e) Call regular and special meetings of the Council in accordance with these Bylaws
- f) Execute conveyances, contracts and agreements as authorized by the Council
- g) Perform and attend to such other duties and functions as may be directed by the County Commissioners
- h) Annually appoint Committee Chairs, Vice-Chairs and membership
- i) Present an annual report to the Board of County Commissioners
- j) Serve as JCPC representative on the Buncombe County Children's Collaborative or appoint a designee

VICE-CHAIR

The Vice-Chair shall:

Perform the duties of the Chair in the Chair's absence or disability

- a) Perform such additional duties and functions as may be directed by the Council
- b) Serve as the incoming Chair of the JCPC
- c) Participate in the executive committee meetings

Section 6. Vacancies. Vacancies in any office shall be filled by the Council at a special meeting called for that purpose after the occurrence of such vacancy, or at the next annual meeting, whichever occurs first. The Officers so elected shall hold office until the next annual meeting of the Council and until a successor shall have been elected in accordance with these Bylaws.

ARTICLE VI Meetings

Section 1. Regular Meetings. The Council shall meet at least bi-monthly and dates designated by the Chair, through a written call of the majority of Council members, or upon resolution of the Council. The annual meeting of the Council shall be held each year in May or at such other time as the Council may fix, for the purpose of electing officers and for the transaction of other business.

Section 2. Special Meetings. The times, dates, and places of special meetings of the Council may be set at the call of the Chair. Notification shall be given to Council members by the usual means of communication (telephone, voice mail, mail, text, email) at least 48 hours before the time of the meeting.

Section 3. Notice of Intention to Attend

Members of the Council shall be required to notify the Chair or Program Coordinator of their inability to attend a regularly scheduled meeting prior to the meeting.

Section 4. Quorum. Simple majority of the members of the Council shall constitute a quorum for the transaction of business.

Section 5. Parliamentary Rules. All meeting shall be conducted in an open, orderly, and fair manner; and Robert's Rules of Order, as revised, shall apply to all deliberations.

Section 6. Majority Vote Except as otherwise provided by Bylaws or law, all matters before Council shall be decided by a simple majority vote of the members present at a meeting at which a quorum exists. Members of the Council or a committee may participate in a meeting of the Council or committee by electronic means, which allows the participants to participate in the meeting.

Section 7. Informal Action by Officers. Any action required or permitted to be taken at any meeting of the Council or of a committee may be taken without a meeting if the text of the resolution or matter agreed upon is sent to all the members in office or all of the members of the committee and all of the members in office or all the members of the Committee consent to such action in a writing, including electronic communication, setting forth the action taken. Such consent in writing, including electronic communication, shall be filed with the minutes of the proceedings of the Council or the committee and have the same force and effect as a vote of the Council or of the committee at a meeting, whether done before or after the action is taken.

Section 8. Compliance with State Requirements. So long as the Council manages/approves funding from the State of North Carolina, it shall conduct its operations, including its meetings, in a manner comparable to Article 33C of Chapter 143 of the North Carolina Statutes (the Open Meetings Law), and Chapter 132 of the North Carolina General Statutes (the Public Records Law).

ARTICLE VII Contracts, Checks, Deposits, and Funds

Section 1. Contracts. Council may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Council; and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Council and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Council. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts, or other orders for the payment of money, issued in the name of the Council, shall be signed by such officer or officers, agent or agents of the Council and in such manner as shall from time to time be determined by resolution of the Board of County Commissioners. In regard to the administrative expenses of the JCPC, Buncombe County is the fiscal agent and will issue checks related these expenses under the approval and consent of the JCPC executive committee.

Section 4. Funds. All funds of the Council not otherwise employed shall be deposited to the credit of the Council in banks, trust companies, or other depositories as the Board of County Commissioners may select.

Section 5. Acceptance of Gifts. The Council or any officer or officers or agent or agents of the Council to whom such authority may be delegated by the Council, may accept on behalf of the Council any contribution, gift, bequest, or devise for the purposes of the Council.

Section 6. Audits. On request of a majority of the Council, the accounts of the Council shall be audited by a reputable certified public accountant, whose report shall be submitted to each member of the Council. This requirement is met by having an audit conducted by the State Auditor, as specified in Article VIII, Section 2.

Section 7. Bond. At the direction of the Board of County Commissioners, any officer or employee of the Council shall be bonded. The Council shall pay the expense of procuring any such bond.

ARTICLE VIII Relations with Public Bodies

Section 1. Grants and Appropriations. The Council anticipates it will from time to time receive grants or appropriations from public bodies of North Carolina. Expenditures by the Council of such grants or appropriations shall be made only for public purposes and only for the charitable purposes of the Council and according to law.

Section 2. Audit by State Auditor. So long as the Council receives funding from the State of North Carolina, the Corporation shall be subject of the audit and review by the State Auditor pursuant to Article 5A of the Chapter 147 of the North Carolina General Statues.

ARTICLE IX

Agents, Representatives and Employees

The Council may appoint such agents, representatives and employees of the Council with such powers and to perform such acts or duties on behalf of the Council, as the Council may deem appropriate and in the best interest of the

Corporation. As money permits the Council may utilize a management support position to perform council duties as outlined in a job description approved by the JCPC. See attachment for job description of coordinator.

ARTICLE X

Period of Accounting and Reporting

The fiscal year shall begin on July 1 and shall end on June 30 of the next calendar year.

ARTICLE XI Amendments

Within the parameters of the NC General Statutes which establish and define the JCPC the Council shall have power to make, alter, amend and repeal the Bylaws by affirmative two-thirds vote of the Council then serving, provided that such action is proposed at a regular or special meeting of the Council and adopted at a subsequent regular or special meeting, except as otherwise provided by law. The text of all amendments and changes shall be included in the notice of each such meeting.

ARTICLE XII Conflict of Interest

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; (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.

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. JCPC members are 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.

JCPC has written conflict of interest policies and reporting procedures applicable to members who have any interest or any authority regarding the resources of

JCPC. These policies are to be communicated to members and full disclosure will be provided for any possible appearance of conflict of interest that may exist.

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 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.

Every member of the JCPC shall complete a conflict of interest disclosure form and submit it to the JCPC Chair. The conflict of interest form shall be submitted yearly. Should a conflict of interest arise a JCPC shall complete a new conflict of interest disclosure form. If a JCPC member discloses a conflict of interest then the issue shall be scheduled for discussion at the next JCPC executive meeting.

Any member of the JCPC who may, through his or her agency, receive funds as a result of a motion before the Council, or may otherwise benefit financially from a motion before the Council, may have a conflict of interest between his or her role within that agency, and as a member of the Council. Such members may be prohibited from participating in the discussion of the motion and likewise prohibited from voting on such motion.

When such an item is the subject of a motion before the Council, and is opened for discussion, those members of the Council who acknowledge such a conflict of interest shall identify themselves and state their intention to abstain. Such members may be requested by the Chair to leave the room during the deliberations and vote. If any member or members of the Council have removed themselves as a result of such conflict of interest related to a specific motion, it

shall be the responsibility of the Chair to ensure that only such agenda item is discussed and acted upon in that person's absence.

In the event a participating member of the Council perceives that a conflict exists with a member of the Council who has not voluntarily identified himself or herself, the Council member shall bring such conflict to the attention of the Council and request that individual abstain and remove him/herself. If there is a dispute as to whether or not the circumstances present a conflict of interest, the Chair shall rule on whether or not the Council member in question has an actual conflict of interest and shall be permitted to vote and participate in the deliberations. The Chair shall have the option of ruling that the member whose vote is in dispute shall be entitled to vote under challenge, such ballot and dispute to be resolved only in the event the challenged ballot is determinative of the outcome of the vote.

In order to prevent potential conflicts of interest, the JCPC shall to the extent possible:

- Fill allocations and monitoring committees with members who are not staff or volunteers of funded agencies
- Any JCPC member affiliated with a funded or unfunded agency shall abstain from voting in matters related to JCPC funding or business transactions affecting that specific agency. Full disclosure shall be made by any member prior to any funding or business transaction deliberations
- Nominating chairs will not be board members, staff or volunteers of funded agencies, or NCDPS staff
- Require a list of agency board members as a part of each program's funding application
- Provide a means of identification, ie. tent cards, or membership roster at meetings to designate funded agency representatives

ARTICLE XIII Public Attendance/Participation

The Council shall conduct its operations in compliance with Article 33C of Chapter 143 of NC General Statute (Open Meeting Law) and Chapter 132 of NC General Statute (Public Records Law). Meeting minutes shall be sent to the Clerk of the Board of County Commissioners to allow for public access.

Non-Council members who attend Council meetings will identify themselves as visitors and be seated in the audience. Council members will be seated at the table. If a member of the public wishes to provide comment they should advise the Chair and/or Secretary and be placed on the Agenda prior to the meeting. The Council meets from for one and one half hours unless otherwise posted and public comment will be contained to available time within that period and each speaker's comments will be limited to 3 minutes.

The Council, through its established committee structure, will offer consistent and varied vehicles for public input and participation.

Adopted by the Buncombe County Juvenile Crime Prevention Council on November 21st, 2013.

Danielle Arias, Chair

Buncombe County Juvenile Crime Prevention Council

Allocations Policies and Procedures

Policy

The Allocations Committee

The purpose of the Allocations Committee is to receive, review and evaluate eligible program applications and make recommendations for the release of NCDPS funds to area programs. In addition, the committee ensures that applications for NCDPS funding are received in the context of identified needs from the JCPC comprehensive strategies process as noted in the Request for Proposals (RFP).

Policy Changes

The JCPC Allocation Policies and Procedures may be amended, altered, or repealed by a majority of the JCPC. The notice of proposed changes must be in writing and contained in a regular meeting notice.

Procedure

The Allocations Committee Membership and Responsibilities

The JCPC appoints a chair and vice chair as well as committee members for the Allocations Committee.

The Allocations Committee consists of no more than 20 voting members and a minimum of 6 voting members.

Any employee affiliated with any agency or organization applying for NCDPS funds is ineligible to be a Committee member.

The Allocations Committee is responsible for the following:

- A. Submit an Allocations Calendar to the JCPC.
- B. Provide a mandatory applicant orientation meeting for potential applicants of NCDPS funds.
- C. Provide a mandatory orientation meeting for committee members in preparation for the Allocation Hearing.
- D. Review funding priorities established by the JCPC plan.
- E. Host an Allocation Hearing that consists of applicant presentations and a question and answer period, followed by committee member deliberation and funding recommendations.
- F. Address appeals by applicants.
- G. Report NCDPS funding recommendations to the JCPC for approval.

- H. Report JCPC NCDPS funding recommendations to the Buncombe County Board of Commissioners. The Allocations Chair and a representative from the JCPC presents the county plan to the commissioners for their approval.

The Allocations Chair or Vice Chair is responsible for the following:

- A. Develop, along with the JCPC coordinator, an RFP for NCDPS funding and ensure that it is published for 30 days prior to the application submission deadline. (see Article IX for JCPC coordinator job description)
- B. Ensure that applications for NCDPS funding are received in the context of identified needs from the JCPC comprehensive strategies process.
- C. Organize and conduct the Allocation Hearing.
- D. Receive review and evaluate all program applications that request JCPC funds.

Minutes are taken at all Allocations Committee meetings and are made available to the Area Consultant. All meetings are open to the public. Meetings are held on an as-needed basis to facilitate the allocation process.

Allocations Committee Orientation

Committee members are required to attend an orientation meeting prior to the Allocation Hearing. At the orientation meeting, committee members receive a copy of JCPC Allocations Policies and Procedures, selected handouts from the Area Consultant, risk factors and disposition options for Buncombe County, a copy of the Request for Proposals, a list of factors to be considered in the allocation process, the monitoring results from currently-funded NCDPS projects that are reapplying for NCDPS funds, and any additional input desired by the JCPC. The committee may also receive copies of current NCDPS applications at that time.

The orientation prepares committee members for the Allocation Hearing by training members in NCDPS funding guidelines and regulations, the diversity of services and needs of the county, and any other issues they need to consider. Committee members are allowed ample time to review all materials prior to the Allocation Hearing

JCPC Application Process

NCDPS funding shall be available to public and private non-profit organizations. These organizations are required:

- A) To select a Standardized Program Evaluation Protocol (SPEP) program type when applicable. (The executive committee of the JCPC will reevaluate the continued need for this requirement in FY 2020).
- B) To attend the Applicant Orientation meeting.
- C) To complete and submit the JCPC application, along with all supplemental materials, in NC Allies by the deadline specified on the Allocations Calendar.
- D) To make an oral presentation to the Allocations Committee at the Allocation Hearing and to address any questions.

Any question or concerns regarding the application process should be addressed to the Chair of the Allocations Committee.

The Request for Proposals

Public notice of the availability of NCDPS funds is made by advertisement in the local media, through a distribution on the JCPC website, and a specific mailing to public and private non-profit agencies and organizations that are involved with high-risk youth. This advertisement includes information from the Allocations Calendar such as, the date of the JCPC Applicant Orientation meeting, the deadline for applications, and the date of the JCPC Allocation Hearing.

Applicant Orientation

All applicants must attend the applicant orientation in order to be eligible to apply for NCDPS funds. Any applicant who fails to send a representative to this session shall be deemed ineligible for NCDPS funds. The executive directors of currently funded JCPC programs will be notified in advance of the orientation meeting and attendance will be recorded. At this meeting, the NCDPS allocations process is explained and technical assistance for completing the grant applications is provided. At minimum, the following information is shared at the applicant orientation:

- i. Statistical data concerning juveniles in the community, provided by the Area Consultant
- ii. JCPC and NCDPS guidelines and regulations
- iii. Information about JCPC
- iv. The Allocation Calendar
- v. NCDPS grant application
- vi. Presentation guidelines
- vii. Overview of court system

The JCPC Application

All applicants complete the application provided by the area consultant. All applicants must also include one copy of the information below by the application deadline:

- Statement of agency mission and goals
- Financial statement of entire agency that includes a summary of revenues and expenditures
- List of Board of Directors
- List of other services provided by the agency
- Other information if requested

All grant applications shall be certified as accurate by signature of the Program Manager. Applicants must submit the application in NC Allies by the deadline specified.

Upon receipt of the NCDPS applications, the Area Consultant shall review the applications to determine their eligibility for NCDPS funding. The Allocations Committee will screen applications which may be denied if incomplete, and will be denied if submitted after the deadline. Applicants who have submitted incomplete or late applications and have been deemed ineligible for funding will be notified. The Allocations Committee reserves the right to request additional reasonable information from any program applying for NCDPS funds, prior to the Allocation Hearing.

The Allocation Hearing

The Allocation Committee will hold an Allocation Hearing for potential applicants. The hearing is open to the public for observation. However, voting is limited to committee members. There must be a minimum of 6 voting members of the committee present before voting may commence. Committee members must declare any conflict of interest prior to the start of the Allocation Hearing. The Allocations Committee will then agree on a process to address disclosure of conflicts of interest.

At the Allocation Hearing, applicants will be given a time limit to present information about their proposals. During the time period, applicants will also be allowed to respond to questions committee members may have. Applicants will be allowed to distribute a handout and/or a brochure. At the conclusion of the question and answer period, the committee shall begin deliberation.

The Allocations Chair will direct the deliberations. During deliberations, committee members are allowed to ask applicants questions regarding their proposals. All questions for applicants can be made verbally to the committee chair. However, all requests from applicants to speak to the committee must be made in writing to the committee chair. It is at the discretion of the chair whether those requests will be heard. During deliberations, the committee will formulate a plan for the distribution of available NCDPS funds to programs by a majority vote. Preliminary voting may be done by signed paper ballots, by a show of hands, or another means established by the chair. However, the final vote must be written. Any paper ballots will be made available to the public upon request.

Approval by the JCPC Board

The NCDPS funding recommendations made by the Allocations Committee will be submitted to the JCPC for their approval. The JCPC must approve the NCDPS funding recommendations of the Allocations Committee by a majority vote. Once approved, the Allocations Chair and a JCPC representative will present the County Plan to the Buncombe County Commissioners for their final approval and adoption.

Appeals

An individual or program may appeal procedural error during any part of the application or allocation process. The right to appeal should be made known to all applicants as part of the application process. Appeals for application must be made in writing to the JCPC Chair and the

Allocations Chair within five (5) business days following the Application deadline. The Allocations Committee has the authority to render a decision on application appeals and will communicate decision to the applicant. Appeals for allocations must be made in writing to the JCPC Chair and the Allocations Chair within five (5) five business days following the Allocations Hearing. The Allocations Committee will give a notice in writing of receipt of appeal and appeal process to the applicant. The Allocation Committee will review the appeal and make recommendations to the JCPC within five (5) business days. A final decision will be rendered in writing within 30 days by the JCPC.

Procedures for Additional Funding

The JCPC Chair will notify the Allocation Committee of the availability of additional funds. The Allocation Committee will then notify all eligible applicants of additional funding and process of distribution of funds. The Committee may be reconvened to review and allocate funds.

Procedures for Discretionary Funds

The JCPC Chair will ensure all eligible applicants are aware of the availability of discretionary funds. In the interest of meeting DPS submission timelines the JCPC Chair, Allocations Chair and Allocations Vice Chair will review any requests for discretionary funds and submit a recommendation to the area consultant on behalf of the JCPC.

Procedures for Program Inventory

If a JCPC funded program has received funds to purchase equipment/inventory and then becomes a non-funded Buncombe County JCPC program then the sponsoring agency must release the equipment/inventory per JCPC Policy 9, Fiscal Accounting and Budgeting, Final Accounting Process. The JCPC Chair, the Allocations Chair and the Allocations Vice Chair will make the decision on what will happen to the equipment/inventory if the funds used are less than \$2,500. If the equipment/inventory purchased was more than \$2,500 then a decision will be made by the JCPC Executive Committee. Please see the policy below:

4. Transfer and Disposal of Equipment

a) Equipment no longer needed by a DPS JCPC funded program or that becomes available due to the closure of a program may be made available for use by other programs.

b) Upon recommendation of the JCPC and with the approval of DPS the County may:

i. Transfer the equipment to another DPS JCPC-funded program(s) within the County; or

ii. Transfer the equipment to another youth serving agency within the County provided the equipment is not needed by the JCPC or another DPS JCPC-funded program within the County;
or

iii. Sell the property and transfer revenue to another DPS JCPC funded program(s) within the County; or

iv. Take possession of the property for use by a non-DPS JCPC funded program and provide the fair market value of the property to another DPS JCPC funded program(s) within the County.

5. Surplus or non-operative equipment shall be disposed in accordance with the County's surplus equipment policy. Any revenue thus generated shall be returned to the program for which the equipment was purchased.

6. Each DPS JCPC-funded program shall abide by its sponsoring agency's policy for capital expenditures. If no sponsoring agency policy exists, then the County government shall establish a policy and the program shall abide by the County government's policy.

\$644,477

30%

1/24/2023

Anticipated Annual Allocation

Required Local Match Rate

Date Advertised

Buncombe County Juvenile Crime Prevention Council – Request for Proposals

The Juvenile Crime Prevention Council (JCPC) studied risk factors and needs of youth involved in Juvenile Court in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Dept. of Public Safety Juvenile Justice and Delinquency Prevention in the amount above to fund the program types specified below. Programs will serve court-involved youth and youth at-risk of court-involvement for the **fiscal year 2023-25** beginning on or after **July 1, 2023**. The use of these funds **require a local match** of 30%. The county can approve programs for 1 or 2 year funding awards, dependent on county approval and programs meeting all requirements.

Based on identified needed programs and possible gaps in the service continuum, the following program types will be considered for funding:

Priority 1: Restitution/Community Service	Priority 5: Interpersonal or Experiential Skills
Priority 2: Comprehensive Clinical Assessments (CCAs) / Individual or Group Counseling	Priority 6: Vocational Skills
Priority 3: Teen Court/Restorative Services	Priority 7: Substance Use Services
Priority 4: Runaway/Temporary Shelter	Priority 8: Parent / Family Skill Building
	Priority 9: Structured Day / Tutoring / Academic Enhancement / Mentoring

Proposed program services should target the following risk factors for youth involvement in the juvenile justice system: See linked [Summary Risk & Needs Report, December, 2022](#)

Proposed services should address the following concerns as reported in the Youth Assessment Screening Instrument (YASI) for court-involved youth:

- Peer Domain: Peers/Associates (need for positive peer influence and/or need for friends/companions).
- Individual Domain: Mental Health (including history of abuse and victimization); Alcohol/Drugs (Age at 1st use and support for those whom use disrupts function); Assaultive behavior; Employment and Free Time (including increasing participation in structured and unstructured activities).
- Family Domain: Runaway from Home or Placement, Family Alcohol/Substance Abuse, Temporary Living Arrangements (foster care, independently or without a permanent address).
- School Domain: School Attendance, School Conflict, Academic Performance, School Activities.

Applicants are being sought that are able to address items below:

1. Program services compatible with research that are shown to be effective with court-involved youth.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Awareness of and sensitivity to Racial Ethnic Disparity that exists in the County.
5. Programs are encouraged to provide [effective programming](#) that includes restorative justice practices.

Only local public agencies, 501c3 non-profit organizations and local housing authorities will be considered for funding.

Interested organizations are required to complete an online application through [NC ALLIES](#). Application information and self-help videos are linked [here](#) and [here](#). Private non-profits are also required to submit: 1) No Over Due Tax form, 2) DPS Conflict of Interest Statement, 3) Agency Conflict of Interest Policy, and 4) Proof of 501(c)(3) status.

Program Application Workshops (*New applicants are required to attend*):
Tuesday, Feb. 7th from 10-11am or Wednesday, Feb. 22nd from 12:30-1:30pm on Webex.
Contact Lorraine Williams (info below) to register.

- **Application submission deadline is Wed., March 1st, 2023, by 5pm.** All applications must be submitted in NCALLIES **AND** through **submitting 18 hard copies to:** Hannah Legerton, 200 College St., Suite 300, Asheville, NC 28801
- *Applicants will be required to present their proposal in an all-day Allocations Hearing on **Wednesday, March 15th.***

For more info, please contact: JCPC Administrator, Hannah.Legerton@buncombecounty.org, 828-250-4087
NCDPS Area Consultant, Lorraine.williams@ncdps.gov, 828-405-4056 (Application technical assistance & workshop)

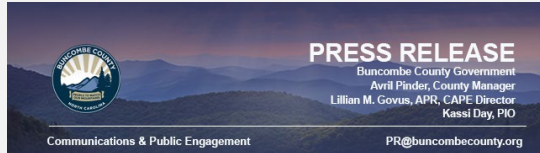
The deadline for receiving the application: **3/1/2023 by 5pm**

Submit on NCALLIES and deliver 18 copies to: Hannah Legerton, 200 College St., Suite 300, Asheville, NC 28801

From: Hannah Legerton
 To: shanon.martin@ncscmail.org; mlamb@ashveville.nc.gov; Jill Banks; Sylvia Clemett; angela.garner@vayahhealth.com; Suzanne Avett; Dakisha Wesley; changaagentcooper84@gmail.com; Phillin Cooper; DON JOHNSON; Colweston; Timothy A Henderson@nccourts.org; susan.m.dobson-smth@nccourts.org; Ginger Clough; hahaba@chickensfrstbnc.org; D Tyrell McGirt; erobinson@haca.org; jessy.bricker@pathways.com; Martin@kimmoore@gmail.com; redmond.angel@gmail.com; Co-Kema Hines; miranda.rose@hanet.org; Jorge Redmond; brandon@landofsky.org; Tychon@troni@gmail.com; Micoa Elisebeth By; Beth Karb; ryan@ncpsnc.org; kim@ncpsnc.org; paul@nied119@gmail.com; gathresunlimited6@gmail.com; jessica.daville@ajl.com; Karen Peterson; aileen@buncombehennepines.org; hessacive@hennepines.org; matt@photovoiceinc.com; Becka Logan; programmanager@photovoiceinc.com; sdickerson@ELIADA.org; mchamberlin@elada.org; kshuko@elada.org; smetcal@ELIADA.org; Vanessa R Conley; lorraine.williams@ncdps.org; Tiffany Ibaanacho; Yvonne Lopez; Jess Supik; kelli@photovoiceinc.com
 Subject: FW: For Immediate Release-Investing in our Community: More than \$600K in Funding Opportunities for Juvenile Crime Prevention Programs Available Now
 Date: Wednesday, January 25, 2023 5:59:00 PM
 Attachments: image001.png
 Buncombe JCPC FY 23-25 RFP.pdf

Hello JCPC,
 The 2023-2025 JCPC RFP is out – please see attached and below.
 Thank you!
 Hannah

From: Kassi L. Day <kassi.day@buncombecounty.org>
 Sent: Wednesday, January 25, 2023 3:51 PM
 To: Lillian Govus <Lillian.Govus@buncombecounty.org>
 Subject: For Immediate Release-Investing in our Community: More than \$600K in Funding Opportunities for Juvenile Crime Prevention Programs Available Now



For Immediate Release
Jan. 25, 2023

Investing in our Community: More than \$600K in Funding Opportunities for Juvenile Crime Prevention Programs Available Now

The Buncombe County Juvenile Crime Prevention Council (JCPC) is now accepting proposals for fiscal year 2023-2025. The JCPC announces the availability of small allocations totaling \$644,477 in state funding for local nonprofits and public agencies working to serve youth involved in the juvenile justice system. The JCPC addresses the gaps in youth services by promoting intervention, treatment and aftercare strategies and programs which strengthen families and support community safety. [Click here for Request for Proposals \(RFP\)](#)

NC Department of Public Safety's Division of Juvenile Justice partners with JPCPs in each county to galvanize community leaders to reduce and prevent youth involvement with the juvenile justice system. The intent is to provide alternatives to youth development centers through community-based programming, treatment, counseling or rehabilitation services for youth involved in, or at risk of involvement, in the juvenile justice system.

The JCPC is seeking innovative projects designed to address identified needs in our community highlighted in the linked [Summary Risk & Needs Report, December, 2022](#). Based on these factors and possible gaps in the [Continuum of Services](#), the following [program types](#) will be considered for funding:

Priority 1: Restitution/Community Service	Priority 5: Interpersonal or Experiential Skills
Priority 2: Comprehensive Clinical Assessments (CCAs)/Individual or Group Counseling	Priority 6: Vocational Skills
Priority 3: Teen Court/Restorative Services	Priority 7: Substance Use Services
Priority 4: Runaway/Temporary Shelter	Priority 8: Parent/Family Skill Building
	Priority 9: Structured Day/Tutoring/Academic Enhancement/Mentoring

Important information for the grant application process:

- Program application workshops will be on **Tuesday, Feb. 7 from 10-11 a.m. or Wednesday, Feb. 22 from 12:30-1:30 p.m.** on Webex. [NEW applicants are required to attend](#) (prior applicants may also attend). Contact Lorraine Williams (info below) to register.
- Applications are due **Wednesday, March 1, 2023, by 5 p.m.** Application information available in the [linked RFP](#). Applications must be submitted online in [NC ALLIES](#) and through submitting 18 hard copies to 200 College Street, Suite 300, Asheville, 28801.
- Applicants will be required to present their proposal during an all-day Allocations Hearing on **Wednesday, March 15** at 200 College Street (hybrid option available via Zoom).

For more info, please contact:

- JCPC Administrator, Hannah.Legerton@buncombecounty.org, 828-250-4087
- NC DPS Area Consultant, Lorraine.williams@ncdps.gov, 828-405-4056 (Application technical assistance & program application workshop).

Buncombe County is committed to building a healthy, safe, well-educated, and thriving community that is equitable and sustainable. Buncombe County invests in our community through eight grant programs supporting organizations working in support of the [Buncombe 2025 Strategic Plan](#) focus areas and goals. Equity, diversity, and inclusion are critical to our grants processes, and Buncombe County encourages participation from organizations led by and providing service to people of color/BIPOC individuals.

Find more information online at [County Center](#).

###



Kassi Day
 She/her
 Communications & Public Engagement
 (828) 250-4119 / cell (828) 767-3226
 199 College St., Asheville, NC 28801
 Respect. Integrity. Collaboration. Honesty. Equity.
 Facebook • Twitter • Instagram • YouTube • LinkedIn

Justice Services Newsletter:
December 2022 - February
2023

CONTACTS SENT TO
307

OPENED
49.19% 151

From: Buncombe County Justice Services <noreply@buncombecounty.org>
Sent: Monday, February 13, 2023 10:59 AM
To: Hannah Legerton
Subject: Justice Services Newsletter: December 2022 - February 2023



BUNCOMBE COUNTY JUSTICE SERVICES

To collaborate with community and justice system partners to re-imagine justice, enhance public safety, and holistically support all people impacted by the justice system.

December 2022 - February 2023

We hope this newsletter will share key information across system and community partners, and we look forward to continuing this important work in partnership with all of you. *Tiffany Iheanacho, Justice Services Director*

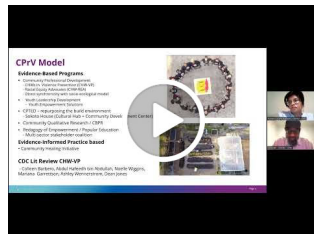


Approximately \$2.5M in Funding for Community-Based Public Health Response to Violence

Justice Services is accepting proposals from a provider (or providers) to implement a **community-based public health response to violence**. Buncombe County has been awarded approximately \$2.5 million of Office of Justice Programs and American Rescue Plan Act dollars to invest in this work over three years, and is seeking a collaborative partner(s) interested in working with the community to develop a long-term, public health approach to implement components of a community-based public-health response to violence including: Community Healing Initiative, Coalition Building and Evaluation, and Mental Health Support.

Find the full [Request for Proposals here](#).

Technical assistance on the project will be provided by **CHASM-Community Healing through Activism and Strategic Mobilization**. View video below for more details.



Funding Proposals for Juvenile Crime Prevention Programs Due March 1st

The **Buncombe County Juvenile Crime Prevention Council (JCPC)** is accepting proposals for fiscal year 2023-2025. The JCPC announces the availability of small allocations totaling \$644,477 in state funding for local nonprofits and public agencies working to serve youth involved in the juvenile justice system. The JCPC addresses the gaps in youth services by promoting intervention, treatment and aftercare strategies and programs which strengthen families and support community safety.

The JCPC is seeking innovative projects designed to address the identified needs in our community - highlighted in the **Summary Risk & Needs Report** and possible gaps in the **Continuum of Services**.

Find the full [Request for Proposals here](#).

Apply online at buncombecounty.org/apply. For additional information click the images above or contact Hannah Legerton, Youth Justice Division Manager, Hannah.Legerton@buncombecounty.org.

Departmental Updates



Safety + Justice Challenge: Justice Involved Women in Buncombe County

Recently, Buncombe County Justice Services and the Safety + Justice Challenge Community Engagement Workgroup hosted a special presentation and conversation on [Justice Involved Women in Buncombe County: Pathways Into and Out of Jail](#). Representatives from the Vera Institute of Justice and the UNC Collaborative for Maternal & Infant Health presented findings from a recently published report on women jailed in Buncombe County, shared insights about the ramifications of the Dignity for Women Who are Incarcerated Act, and hosted a Q&A session for the nearly 50 community members in attendance, including District Court Judge Julie Kepple. The UNC Collaborative for Maternal and Infant Health also shared details and requirements of [Dignity for Women Who are Incarcerated Act](#), and how it applies to all prison and jail facilities in North Carolina.

Pretrial Services Updates



Pretrial Services is working to have all coordinators NAPSA (National Association of Pretrial Services Agencies) certified by July. Several of our coordinators are already certified or are working towards re-certification. The NAPSA certification program provides national recognition to qualified pretrial practitioners and promotes the best practices in pretrial release and diversion.

Pretrial Services spent their last staff meeting of 2022 putting together care packages for individuals receiving services from the Justice Resource Center. Though the services the pretrial program provides are oftentimes dictated by court order, we wanted to take the

opportunity to show those we work with that we care and wish the best for them. Our goal is to promote the success of those assigned to pretrial services to improve individual lives and the community at-large.

Diversion Services Year in Review

Logan transitioned to the full time Felony Drug Diversion Program Coordinator. Logan became a certified MRT facilitator and has been a valuable facilitator in MRT, Anger Management and Node Link Mapping!

Nafeesah joined the Diversion Services team as the Diversion Services Case Manager serving justice involved individuals seeking assistance with wrap around services. Nafeesah resumed the JRC tradition of organizing a hiring event with 6 hiring managers present and 1 individual being hired full time!!

Hannah C. continued to build Community Diversion (which turned 1 in December!) and served 190 unique individuals in 2022. Some participants came back multiple times for support!

Kerri continues to work on becoming a certified Yoga Instructor and has completed 200 hours of training in trauma-informed Subtle Yoga and will earn her certificate in March 2023! Kerri plans to offer Subtle Yoga to treatment court participants and folks who are justice involved! Kerri also started the Unhoused Diversion Track and has successfully had the cases of 15 unique individuals dismissed!

In September, Kendra attended the CIT train-the-trainer class in Greensboro, NC.

The Diversion Services team is excited to continue serving the community in 2023!

Staffing Updates



We are pleased to announce our new team members! (Pictured left to right.)

Joie Peterson, a Florida native, joins Justice Services as a Pre-Trial Services Screener. Her Bachelor's degree is from Florida State University. She has served as a juvenile and state probation officer in Florida and a federal probation officer in Florida and Oregon. Joie recently moved from Florida to western North Carolina. She is the mother to a 13-year-old parrot named Loki. In her free time she enjoys being outdoors- hiking, homesteading and cooking. She is super passionate about permaculture- growing organic food that improves the quality of life for people, animals, and the earth.

After nearly two years with Buncombe County Health and Human Services, **Julie Ball** is happy to be returning to Pre-trial Services to work as a Screener - it's the same role she had when she first joined Pre-trial in 2020 as part of the grant-funded screener team. A graduate of UNC Asheville, Julie spent most of her career working in journalism including more than 20 years at the Asheville Citizen-Times. Julie first joined Buncombe County in 2017, working in Centralized Data Entry and then Pre-trial. Julie lives in south Buncombe County and enjoys gardening, home improvement projects (which she admittedly never seems to complete), and hiking.

Will Baxter, a native of Rock Hill, South Carolina, joins Justice Services as the Community Safety & Violence Prevention Coordinator. Will is a proud Veteran, having served 14 years in the US Navy. Will joins the Justice Services team after 9.5 years with the Buncombe County Sheriff's Office and 3.5 years with Health and Human Services. Father to four children (Kendra, Jazmin, Tevin, and Makhi) and grandfather of two (Aliyah and Amirah), Will is passionate about community service and giving our young people hope for the future. In his free time, you may find Will on the basketball court or cheering on his much loved Dallas Cowboys.

Terry Bellamy is the newly appointed Safety and Justice Challenge Equity and Inclusion Specialist. Terry is a native of Asheville, North Carolina. She graduated from the University of North Carolina at Charlotte with a Bachelor of Arts degree in English and received a

Master of Arts degree in Public Affairs and Educational Leadership Doctorate degree from Western Carolina University. Terry volunteers with the Asheville Buncombe Empowerment Resource Center, District Three of the Mud Creek Missionary Baptist Association, and Alpha Kappa Alpha Sorority, Inc.'s Gamma Gamma Omega Chapter. Terry enjoys reading and spending time with family and friends.

Professional Development

Motivational Interviewing

In December 2022, the Justice Services team began another Foundations of Motivational Interviewing- Phase 1 training . This training includes 10 individuals, currently made up of Justice Services management and staff as well as some of our FJC Partners. We are all excited that we are expanding our knowledge in learning how to use the MI skills as we are supporting our clients daily.

“If you have really practiced MI, you know the **amazing** shift that occurs when the burden of responsibility shifts from your shoulders back to the clients. You know the awesome flow that happens when a client's motivations for change are leading the way, and you are in the support/collaborator role.” -Hilary Bolter, **MI Center for Change** founder and trainer of the course

Be looking out for more training opportunities within our department as well as our County offered trainings.



Unsubscribe

This message was sent to Hannah.Legerton@buncombecounty.org from noreply@buncombecounty.org

Buncombe County Justice Services
Justice Services
200 College Street - Suite 300
Asheville, North Carolina 28801



BUNCOMBE COUNTY JUSTICE SERVICES