# JOINT EXERCISE OF POWERS AGREEMENT
# FOR THE
# *COLONIAL* COMMUNITY CRIMINAL JUSTICE BOARD
# ~~FOR COLONIAL COMMUNITY CORRECTIONS~~

There is hereby created by the Counties of Charles City, James City, New Kent, and York, and the Cities of Poquoson and Williamsburg (the "Participating Jurisdictions") the *Colonial* Community Criminal Justice Board ~~for Colonial Community Corrections~~ (the "Board"), which shall exist under and be subject to the terms and conditions of this Agreement.

## Section I. Duration

A. The Board and this Agreement shall exist in perpetuity, unless dissolved at any time by agreement of the Participating Jurisdictions. In the event the governing body of any Participating Jurisdiction desires to withdraw from the Board, it may do so provided it notifies the other Participating Jurisdictions and the Director of the Department of Criminal Justice Services of its intention to withdraw from the Board at the beginning of any calendar quarter, by adoption of an ordinance or resolution by its governing body. Such withdrawal shall be effective as of the last day of the quarter in which such notice is given, *in accordance with §53.1-184, Code of Va. (all future section reference shall be to the Code of Va.)*

## Section II. Purpose

The purposes for which the Board is created are *set forth* ~~as follows, as specified~~ in §53.1-180. ~~Code of Va~~ *as follows*:

A. ~~To enable the Participating Jurisdictions to develop, establish and maintain community based corrections programs to provide the judicial system with sentencing alternatives for certain misdemeanants or persons convicted of~~

~~nonviolent felonies, as defined in Section 19.2-316.1, Code of Va, for which the Court may impose a jail sentence and who may require less than institutional custody~~: To allow the Participating Jurisdictions greater flexibility and involvement in responding to the problem of crime in their communities;

B. To provide more effective protection of society and to promote efficiency and economy in the delivery of correctional services;

C. To provide increased opportunities for offenders to make restitution to victims of crimes through financial reimbursement or community service;

D. To permit the Participating Jurisdictions to operate and utilize local community-based probation programs and services specifically designed to meet the rehabilitative needs of selected offenders; and

E. To provide appropriate postsentencing alternatives in localities for certain offenders with the goal of reducing the incidence of repeat offenders.

Section III. Funding

A. As specified in §53.1-185.2.A~~, Code of Va,~~ the Participating Jurisdictions shall be required to establish ~~community corrections~~ a *local community-based probation program hereunder* ~~*under Article 2, Chapter 5, Title 53.1 of the Code of Va,*~~ only to the extent such programs are funded by the Commonwealth through the general appropriation act.

B. ~~As specified in Section 53.1-183, Code of Va, in the event that one Participating Jurisdiction appropriates funds to a particular program, any other Participating Jurisdiction shall be considered to be participating in the program if such locality also appropriates funds to the program.~~ *As specified in Section 53.1-185.2.B,* ~~*Code of Va,*~~ *the Department of Criminal Justice Services shall periodically review the program established hereunder* ~~*under Article 2, Chapter 5, Title 53.1 of the Code of Va,*~~ *to determine compliance with the submitted plan and operating standards. If the Department of Criminal Justice Services determines that the program is not in substantial compliance with the submitted plan or standards, the Department of Criminal Justice Services may suspend all or any of the portion of financial aid*

*made available to the locality hereunder* ~~*for the purposes of Article 2, Chapter 5, Title 53.1 of the Code of Va*~~ *until there is compliance.*

C. As specified in §53.1-185.2.C, ~~Code of Va,~~ state funding shall be used for the provision of services and operation of programs and facilities but shall not be used for capital expenditures. ~~The Board shall not own~~ real estate.

D. As specified in §53.1-185.2.E, ~~Code of Va,~~ any supervision or intervention fees collected ~~from participants in Board programs shall be retained by the Board, and utilized for program expansion, and development or to supplant local costs of program operation. The Board's fiscal agent shall keep records of the collected fees. Such fees shall be in addition to those imposed pursuant to Section 53.1-150,Code of Va~~ *by local programs established hereunder* ~~*under Article 2, Chapter 5, Title 53.1 of the Code of Va*~~ *shall be retained by the locality serving as fiscal agent and shall be utilized solely for program expansion and program development. or to supplant local costs of the program operation. Any program collecting such fees shall keep records of the collected fees, report the amounts to the locality serving as fiscal agent and make all records available to the Board. Such fees shall be in addition to any other imposed on a defendant or offender as a condition of a deferred proceeding, conviction or sentencing by a court as required by general law.*

E. As specified in Section 53.1-185.3, ~~Code of Va~~ the ~~Board~~ *governing bodies of the Participating Jurisdictions* shall select a participating city or county, with its consent, to act as administrator and fiscal agent for the funds awarded for the purposes of implementing ~~a community corrections program~~ *the local pretrial services or community-based probation program on behalf of the Participating Jurisdictions. The participating city or county acting as the administrator and the fiscal agent hereunder shall* ~~*pursuant to section may*~~ *be reimbursed for the actual costs associated with the implementation of the local pretrial services or community-based probation program, including fiscal administration, accounting, payroll services, financial reporting, and auditing. Any costs must be approved by the Board and reimbursed from those funds received for the*

*operation of the local community-based probation program, and may not exceed one percent of those funds received in any fiscal year.*

Section IV. Organization and Composition

A. ~~The Board shall consist of a total of twelve (12) members. Three each shall be appointed by York and James City Counties, two each by the cities of Williamsburg and Poquoson, and one each by the Counties of New Kent and Charles City~~. *As required by §53.1-183,* ~~*Code of Va*~~*, appointments to the Board shall be made by each local governing body. In cases of multijurisdictional participation, unless otherwise agreed upon, each participating city or county shall have an equal number of appointments. Boards shall be composed of the number of members established by resolution or ordinance of each participating jurisdiction.* The Board shall ~~include, at a minimum, appointees as required by §53.1-183, Code of Va~~ *consist of up to twenty-four (24) members, of which four (4) will be appointed by each local governing body provided that the total appointees must include those appointees required by §53.1-183. It is anticipated that some appointees by local governing bodies will be residents of other jurisdictions, so that the required membership will be met and, further, that members whose expertise is important to the Board may be appointed to the Board. All such appointments will be made by resolution.*

B. A chair of the Board shall be elected at a regular meeting of the Board by a majority vote of the members present, if a quorum is present. A quorum shall consist of at least ~~seven (7)~~ *one-half of the total number of* members of the Board. ~~The term of office for the chair of the Board shall be for one year. The same member may be elected and serve as chair for no more than three consecutive terms.~~

C. The Board may make such rules of procedure as it shall deem necessary and proper for the conduct of its business not inconsistent with this Agreement and shall hold meetings quarterly or as needed. Meetings shall be conducted in conformance with the Virginia Freedom of Information Act.

D. The Board shall be responsible to the Participating Jurisdictions.

E. There shall be no limitation upon the number of terms for which a member of the Board may be appointed. Members shall serve three-year terms. Members appointed to fill vacancies shall serve the remainder of the term they are filling.

Section V. Responsibilities of the Board

As specified in §53.1-185, ~~Code of Va~~, the Board shall have the responsibility to:

1. ~~Provide for the purchase,~~ *Advise on the* development and operation of ~~community~~ *local pretrial services and community-based probation* programs *and* services ~~and facilities~~ *pursuant to §19.2-152.2 and §53.1-182.1* for use by the courts in diverting offenders from local correctional facility placements;
2. Assist community agencies and organizations in establishing and modifying programs and services for offenders on the basis of an objective assessment of the community's needs and resources;
3. Evaluate and monitor community programs, services and facilities to determine their impact on offenders;
4. Develop and amend the *Criminal Justice Plan* ~~required by §53.1-82.1, Code of Va,~~ in accordance with standards and guidelines set forth by the Department of Criminal Justice Services *and oversee the development and amendment of the community-based corrections plan as required by §53.1-82.1* for approval by the governing bodies of the Participating Jurisdictions; ~~and~~
5. *Review the submission of all criminal justice grants regardless of the source of funding;*
6. *Facilitate local involvement and flexibility in responding to the problem of crime in their communities; and*
7. Do all things necessary or convenient to carry out the responsibilities expressly given ~~in by law~~ *in Article 2, Chapter 5, Title 53.1 of the Code of Va.*

Section VI. Amendment

This Agreement may be amended by written amendment executed by the Participating Jurisdictions.

Section VII. Miscellaneous

This Agreement shall be effective upon the execution of it by the city managers and county administrators of all of the Participating Jurisdictions following authorization by their respective city councils and boards of supervisors. This Agreement may be executed in more than one counterpart and with separate signature pages, each of which shall constitute a part of and be deemed to be an original.

IN WITNESS WHEREOF, the Participating Jurisdictions have caused this Agreement to be executed and attested by their duly authorized officials.

COUNTY OF JAMES CITY

BY:_____

COUNTY ADMINISTRATOR

COUNTY OF YORK

BY:_____

COUNTY ADMINISTRATOR

CITY OF POQUOSON

BY:_____

CITY MANAGER

COUNTY OF NEW KENT

BY:_____

COUNTY ADMINISTRATOR

CITY OF WILLIAMSBURG

BY:_____

CITY MANAGER

COUNTY OF CHARLES CITY

BY:_____

COUNTY ADMINISTRATOR