

COOPERATIVE AGREEMENT
Teens in Transition Program

THIS AGREEMENT entered into this 12th day of June, 2015, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **MICHAEL TOOMBS**, 607 West 17th St. Kansas City, MO 64106, hereinafter referred to as "Trainer."

WHEREAS, the Jackson County Prosecuting Attorney's Office has developed the Jackson County Teens in Transition Program, a summer outreach project that is part of the No Violence alliance (NoVA) Project; and,

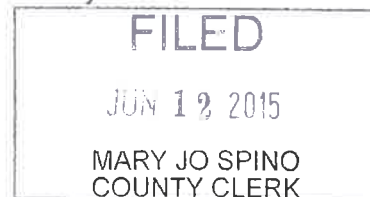
WHEREAS, Trainer has agreed to furnish life skills training to forty juveniles identified to be in the social network of violent groups in Kansas City; and,

WHEREAS, Trainer will conduct a ten-week summer program to provide a safe, stable, and healthy environment where the juveniles will gain the appropriate life skills training to reduce the risk of committing a violent act, in accordance with the terms and conditions set forth in this Agreement, Trainer's response to Request for Proposals No. 24-15, as authorized by Resolution 18841, dated June 1, 2015; and,

WHEREAS, Trainer and the County have agreed to be bound by the provisions hereof;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Trainer respectively agree as follows:

1. **Services**. Trainer shall conduct life skill classes on a daily basis for the period of June 2, 2015, through August 7, 2015, as is more fully described in the



attached Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** Trainer shall work as an independent contractor and not as an employee of the County. Based upon his expertise and knowledge, Trainer shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. Trainer shall report all earnings received hereunder as gross income and be responsible for his own Federal, State and Local withholding taxes and all other taxes, and operate his business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.

3. **Payment.** For services rendered under this Agreement, the County shall pay Trainer a fee of \$36,100.00 for services itemized in Trainer's Budget attached as Exhibit B and incorporated herein by reference. Upon execution of this Agreement, County shall pay Trainer one-half of this amount or \$18,050.00 upon receipt of his itemized invoice. The balance shall be paid in two equal payments in the amount of \$9,025.00 each upon receipt of Trainer's invoice for the months of July and August. Trainer's invoice shall itemize all services performed during the month. The County shall pay such invoices in a timely manner.

4. **Expenses.** Trainer shall be responsible for his own expenses related to the services provided under this Agreement.

5. **Duration and Termination.** This Agreement shall commence as of June

1, 2015, and shall continue through August 30, 2015.

6. **Assignment**. Trainer agrees, in addition to all other provisions herein, that she will not assign any portion or the whole of this Agreement without the prior written consent of the County.

7. **Confidentiality**. Trainer shall not communicate, divulge or utilize any confidential information concerning her activities, staff, volunteers, or other stakeholders, either during or after the term of the Agreement, other than in the course of performance of services pertaining to this Agreement.

8. **Remedies for Breach**. Trainer agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and failure to do so shall represent and constitute a breach of this Agreement. In such event, Trainer consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to Trainer; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Trainer all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs and expenses.

9. **Severability**. If any covenant and other provision of this Agreement is found to be invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless otherwise expressly stated herein.

10. **Conflict of Interest**. Trainer warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever have an interest in or receive any benefit from the profits emoluments of this Agreement.

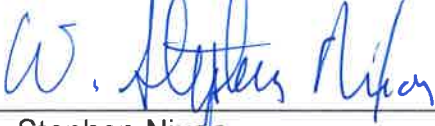
11. **Liability and Indemnification**. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Trainer shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Trainer, its officers, employees or agents during the performance of this Agreement.

12. **Incorporation**. This Agreement incorporates the entire understanding and agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

12th day of June, 2015.

APPROVED AS TO FORM



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI



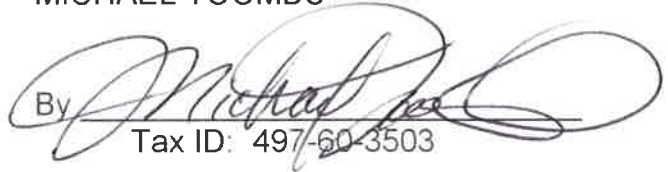
Michael D. Sanders,
County Executive

ATTEST:



Mary Jo Spind
Clerk of the Legislature

MICHAEL TOOMBS

By 
Tax ID: 497-60-3503

REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$36,100.00 which is hereby authorized.

June 11, 2015
Date


Director of Finance and Purchasing
Account Number: 001-4105-56790

PC 41052015001

"Teens in Transition" Life Skills Program Scope of Services Narrative

Imagine a teenager who arrives at school or a typical community event with the weight of his world on his shoulders. He watched his mother receive the usual bruises and carries the pain, shame and frustration of not being able to stop the violence...again. His homework remains undone, he has not eaten breakfast, and he has not had anything "healthy" to eat since his last school lunch. Today, he is as far from ready to be a healthy young adult. A "friend" makes a snide remark about the fact that he is wearing exactly what he was wearing the day before and he snaps. Usually, this scenario will end with an act of violence or disruptive behavior and represents an effort to address the symptoms. It triggers unhealthy consequences and is a pathway to incarceration and labels the youth as having a "history of violence." What he really has is a history of trauma that remains unaddressed.

Crucial parts of planning for success for these students are maintaining and progressing in their personal goals, addressing the trauma and toxic stress for youth, providing tools to better manage the student's behavioral and physiological responses to trauma and toxic stress, and (possibly the most important) helping the student transition back into a healthy lifestyle and eliminate/reduce involvement in criminal activity.

This "Teens in Transition" will address the many underlying and outward factors and behaviors that identified the youth as a perpetrator of violence and one step away from going to jail. As per the program requirements, the nine areas that make-up the scope of work are addressed below.

Team Building

Participants, approximately 40, will learn how to work with people they do not know and may not like. Sharing a meal is how most families build a caring bond and is a good first step in building relationships; Nutritional meals and refreshments to facilitate this process will be provided. During the summer this nourishment may be their only meal of the day.

In an effort to develop a sense of team and camaraderie, participants will work together with 3-4 teams. Using Giant Jenga as a method of team building, participants will compete and share experiences including strategies that foster collaboration. Incentives will be awarded based on effort and results.

After the team builder, the group will identify two current affairs topics for discussion for the following week. Students will be expected to be informed and prepared to discuss assigned topics.

Concurrently, a new program website concept will be developed and implemented. The participants will discuss a structure and design for the NoVA program. Website developers will begin the website structure based on participant input. The website will

have video, written words of the participants, program pictures, activity calendar, etc. If significant progress is made in this digital literacy area, a basic NoVA app could also be developed.

Effective Communication

Participants will have numerous opportunities to develop effective communication throughout the project. The team setting will provide opportunities to develop clear and appropriate communication that is conducive to successful project completion. The projects themselves will provide an avenue to participants to practice effective communication and for the staff and special speakers to model various forms of effective communication. In addition, participants will have exposure to various forms of verbal, non-verbal, written and artistic communication. Through their experiences and learning components, youth will expand their vocabularies and develop communication skills through exposure and practice. The work aspect of this project provides learning with real world consequences.

Participants will produce a written journal throughout the sessions. The journal is a creative tool adding insight into the participants' development. The art of journaling will be taught and examples provided. Participants will then write their reflections. This will become a daily ritual with the group.

Anger Management

The program sessions will provide tools to help participants manage their anger. A major component of the project involves expression. Journaling, communication, and other activities will provide positive outlets for strong emotions. In addition, team building, problem solving and projects will give real life situations to practice new learning.

Participants will learn breathing techniques to create an internal sense of calmness and be taught how to incorporate these new strategies in every aspect of their lives. Learning how to engage your brain before your mouth is a critical social skill that participants, and adults, need to be successful at school, the workplace, home, and other social settings. While breathing and calming techniques may not work on the "street", this program will also work on keeping participants off the mean streets and in safe places. The old adage, "Count to ten before you open your mouth" still applies.

Coping Skills

Team building, problem solving and projects provide a natural context to explore and practice conflict resolution strategies, coping skills and problem solving. Instead of just discussing skills in the abstract, participants will have real experience in a supportive environment to explore their learned responses to problems, conflicts and differences. They will also have a supportive environment and mentors to help them learn and practice more effective strategies. Participants will have mentors who can provide

instruction and modeling in these areas crucial to future success. Regularly attending participants will learn to manage themselves, identify conflicts, explore solution/resolutions of conflicts, learn and utilize effective coping skills, and develop a skill set for the future.

Participants will learn specific protective factor skills as well as how to handle stressful situations. Mothers in Charge will again work this summer with these young people to cope with violent occurrences in their past and strategies to prevent tragic events from affecting them and their families. There will be plenty of raw emotions due to the violent histories and also an opportunity to discuss victim empathy. Trauma informed care will play a major role in teaching and healing our participants.

Another focus of this session will be addictions and addictive behaviors. Initially, a description to addiction will be presented. We will then move to dissecting the elements of addictive behavior and how these behaviors can take over one's life. A guest speaker from KU Medical Center and the Kansas City Kansas City Community College Substance Abuse Prevention Center will discuss with the participants the various physical and emotional aspects of addiction. Participants will wear alcohol/drug-induced (perceived) goggles to feel the typical effects of an impaired person. This experience provides valuable insight, while unimpaired, of how the influence of alcohol and other drugs affect response times, accuracy and safety.

Problem Solving

While the Giant Jenga game is also used as team-building strategies, participants will compete and share experiences including strategies that develop problem-solving skills. Learning to deal with frustration is an essential problem-solving skill. For example, the participants will write their name using their non- dominant hand. Discussions will revolve around feelings of awkwardness, poor quality, and frustration. Participants will understand that through education, practice, and determination that most of their problems can be solved.

Community Awareness/Community Service Project

Similar to last summer, Teens in Transition will take field trips to the Nelson Atkins Museum, a KC Royals baseball game, and other fun and educational settings. Additionally, a major art mural project will serve as the group's community service project. Plans are being developed to create a neighborhood mural at 39th and Prospect, which is in the Byrne catchment area.

Preference for groups/activities to be separated by gender

This project will offer multiple program strands to address specific gender needs and interests. For decades, research has demonstrated the existence and challenges of differences between genders. Each gender has differing preferences and styles when it comes to expressing anger, communication, leadership, exerting influence, and

developing relationships. In a group setting, especially where there is a much larger number of one gender, the smaller group may not get their gender-specific needs met. This project, by its very nature, will have a much larger number of male participants. Having times of separation between the genders will allow more gender-specific approaches and activities. In addition to enhancing outcomes, gender-specific times will give participants a greater sense of connection to the project and provide an additional platform for the sharing of other perspectives and input.

Participants will initially meet as a group to go through daily activities that all teenagers need to learn. While acknowledging that 75 percent or more of the participants will be African-American males, special weekly activities will be designed for the girls. This project will bring in speakers and artists that will address women's issues, fashion, career counseling, human sexuality, and other special needs specifically for the young women. During these times, the project will provide programming addressing men's issues such as defining manhood in today's world. It is imperative to offer a balanced approach to support both the young men and women. Ultimately, both genders have to learn how to build healthy and positive relationships. It is anticipated that this approach will provide more honest and transparent interaction and sharing among participants.

Teaching/Tutoring of Program

Participants in the program will be required to attend 12-15 hours per week. Regular attendance will be required and documented. The program will operate during the following times:

Monday, 3:00 PM to 6:00 PM Tutoring Sessions Only.
Tuesday through Friday 3:00PM to 6:00PM.

Financial Incentives will be given to participants in exchange for their work in the program (including, but not limited to, a public services project they will complete). ArtsTech through KC NoVA will provide the stipend to the participants. The recommended amount provided will be the minimum wage required by law. Financial incentives go beyond just encouraging attendance and participation. It places value on the work and products the youth provide through their efforts and mirrors the real world with high expectations and compensated outcomes.

Completion of thorough documentation in all life skills activities and participant progress towards program goals: Complete, accurate and thorough documentation will be maintained for the project components. Videography and photos of events will be provided and a website will be produced. Evaluation is important to program accountability, development, and demonstration of efficacy. Last year, the Department of Criminal Justice and Criminology at UMKC provided and in-kind external evaluation of the Teens in Transition Program. This evaluation will continue in summer 2015.

Michael V. Toombs, "Teens in Transition" Program Director, agrees to meet with the KC NoVA Program Administrator and Client Advocates on a regular basis.

Respondent Requirements

Description of the Respondent's General Background.

Mr. Toombs, an accomplished painter and art activist, founder and Director of Storytellers Inc., Artist Collective with 25 years of relevant experience), and his well-qualified team have outstanding experience working with the most troubled youth in Kansas City. Their willingness and ability to teach and counsel at-risk youth is exemplary. Mr. Toombs' proven track record is unmatched in the art and youth fields.

Experience and Qualifications

Michael V. Toombs has had extensive experience for the past 25 years working with the most troubled teenagers in Kansas City. Michael Vance Toombs is an accomplished painter and art activist, founder and Director of Storytellers Inc., Artist Collective. Mr. Toombs is a community leader and champion for young people and the adult working artists in the Greater Kansas City area. Michael began as a young student with Matthew Monks at the Nelson Adkins Art Gallery. He furthered his study through classes at the Kansas City Art Institute and completed a business entrepreneurial course of study through Donnelly College, Kansas City, Kansas. Michael left the corporate climate as customer service manager for GHA Insurance to develop his own business in the belief that "*Art is a change agent for society's difficulties.*" Michael's current art form is "interactive arts education". The following are examples of the diverse community engagement of Michael Toombs as director: *In-light-en-ed*, The Bartle Convention Center Mural, *Urban Literacy Conference*, University of Missouri, Kansas City, *Art and the Entrepreneur Forum*, Wichita State University, *Environmental Art* at the Olorun Foundation, Burkina Faso, West Africa, *What My Eyes See*, a child's view of their Quindaro, KCK neighborhood and the Media Project (health disparities in minority young people), with the University of Kansas School of Medicine, National Institute of Health, Science Education Partnership Award, Founding Artist of Sentenced to the Arts, Jackson County Juvenile Justice.

More specifically, Mr. Toombs designed, implemented, and coordinated the 2014 summer program for NoVA youth. Not only does Mr. Toombs have exceptional youth development skills, he hires the best possible independent contractors to be part of his team to provide the necessary skills to positively impact the participants. All Toombs team members have proven track records of working well with our most difficult youth and also pass the necessary background checks.

Staff Capabilities

As a well-known and respected community youth development artist, Mr. Toombs brings a wealth of community partners and resources to this project. From mothers in Charge, to DJ Q, to teachers, and trauma informed care specialists, to the Mayor, and Jackson County Prosecutor, Mr. Toombs is a capable community resource broker. Mr. Toombs team of content experts bring with them experience in youth development and a trauma informed care perspective. Their ability to positively engage hard to reach youth is exemplary.

Mr. Toombs and his team gladly acknowledge the following available support resources available:

- Case Management: KC Nova advocates will provide intensive case management including individual and family counseling;
- Transportation (bus passes);
- Clothing and other support necessary for the success of the program;
- Meeting Space @ ArtsTech located at 1522 Holmes, Kansas City, Missouri;
- Security will be provided in-kind by the Kansas City, Missouri Police Department's School Resource Officers;
- Additional Funding will be provided by the City of Kansas City, Missouri;
- Technic Assistance will be provided by the Family Courts;
- Program Evaluators will be provided by UMKC.

References

Please see Narrative Attachment 2.

Documentation of previous similar programs developed and implemented by Respondent.

The following are examples of the diverse community engagement of Michael Toombs as director: *In-light-en-ed*, The Bartle Convention Center Mural, *Urban Literacy Conference*, University of Missouri, Kansas City, *Art and the Entrepreneur Forum*, Wichita State University, *Environmental Art* at the Olorun Foundation, Burkina Faso, West Africa, *What My Eyes See*, a child's view of their Quindaro, KCK neighborhood and the Media Project (health disparities in minority young people), with the University of Kansas School of Medicine, National Institute of Health, Science Education Partnership Award, Founding Artist of Sentenced to the Arts, Jackson County Juvenile Justice.

Detailed Narrative Outlining Respondent's Life Skills Approach and the Recommended Activities for this project.

Please see Narrative Attachment 1 outlining the "Teens in Transition" Life Skills Approach and activities Timeline.

Pricing

Please see the enclosed pricing document included in a separate sealed envelope within the Original Request for Proposal package. This pricing is the fixed, all inclusive fee. The fee includes all professional staff support, travel costs, the cost of clerical efforts and all other miscellaneous project expenses.

This proposal package includes all the required items listed.

Narrative Attachment 1
Teens in Transition
Life Skills Approach and Activities Timeline

The KC NoVA Life Skills project will take place within a 10 week time period. The goal is to engage young people who are connected with individuals under close Kansas City Police Department (KCPD), Jackson County Family Court, Jackson County Prosecutor's Office – COMBAT, and KC NoVA scrutiny. Using redirection as a method, young people will be provided a new focus in positive areas of interest and life skill needs to reduce their time spent in high crime situations and contact with those committing the crimes. A reduction of crime in their home area is important to their success and a primary project outcome.

The NoVA Life Skill sessions will be take place every week day at the Arts Tech facility. The 40 participants will be separated at times by gender and interests. Participants will be broken into various groups to achieve the best possible outcomes.

Each of the 10 weeks will deal with a special topic of the week. Following is a tentative schedule of proposed activities.

1st week

Orientation - program goals

A great deal goes on in the world beyond the neighborhood. Staff will identify areas of interest from the participants and engage in open discussions to identify interests and concerns. Field trips will be scheduled to broaden the members' scope of access. As a team, Participants will complete a mind-mapping exercise to learn what the participants deem important to them.

2nd week

The Life - Journaling

Participants will produce a written journal throughout the sessions. The journal is a creative tool adding insight into the participants' development. The art of journaling will be taught and examples provided. Participants will then write their reflections. This will become a daily ritual with the group.

3rd week

Connections – Team-Building

In an effort to develop a sense of team and camaraderie, participants will work together on 3-4 teams. Using Giant Jenga as the method of team building, participants will compete and share experiences including strategies that foster collaboration. Incentives will be awarded based on effort and results.

After the team builder, the group will identify two current affairs topics for discussion for the following week. Students will be expected to bring informed discussion regarding the topics.

Concurrently, a new program website concept will be developed and implemented. The participants will discuss a structure and design for the NoVA program. Website developers will begin the website structure based on participant input. The website will have video, written words of the participants, program pictures, activity calendar, etc. If significant progress is made in this digital literacy area, a basic NoVA app could also be developed.

4th Week

Current Affairs Discussion

Students will participate in a discussion using information learned at home. Their content will provide staff insight into their individual thinking and family history. Information on their chosen current affairs topics will be on hand if needed to add to the discussion. This is an opportunity to develop critical thinking and reasoning skills.

5th Week

Creative Concepts - Field Trip

Participants will attend a field trip to the Nelson Atkins Art Museum and move to the Mongolian Grill for discussion of their thoughts and insights. This session will be an exercise to integrate and interact different points of view and developing tolerance and understanding for others' points of view.

6th Week

Who's Paying Attention?

Each of us know someone who looks to us for advice or is known as a role model. What type of impression do we make? How does our behavior influence others? An artistic chart will be created to identify behavioral strengths and weaknesses. Clear and concise communication will be the focus topic. Mind-mapping strategies will be used to identify people who have the most influence on us and who we influence.

7th week

Connections #2 - Team Builder Competition

This is our 2nd connection challenge. Teams can choose to redo existing teams and form new alliances. Using the Giant Jenga game, participants will be observed and measured for interaction skills. After the challenge, two new topics for discussion in neighborhood challenges will be selected for Week 8.

8th Week

Neighborhood Challenges

What are the main challenges of my neighborhood? This process will provide participants the opportunity to see who and what affects their behavior and the behavior of others in their neighborhood. Discussions will examine elements of cause and effect. How does what we wear, say, think (our interiors) and do, affect conditions around us. How can the environment we live in affect who we become? What can be done to change results?

Narrative Attachment 2

On-going List of Minority Independent Contractors

Danny's Big Easy (catering)
1601 E 18th St,
Kansas City, MO 64108
(816) 421-1200

Niki Anderson (Modelling)
12130 W. 97th Street, #203;
Lenexa, KS 66215;
913-967-9124;
lavawerks@gmail.com.

Cathy Burchett
8239 Eby Avenue
Overland Park, KS 66204
913-484-4635
cathyburchett@gmail.com

LC3 Entertainment (DJ)
Lloyd Cooper III
P.O. Box 502
Lee's Summit, MO 64063
816-868-5576
www.lc3-ent.com

Corey Davis (West African Drumming)
437 N 83rd Place
Kansas City, KS 66112
901.730.9196
Coreydavis00@gmail.com

Amado Espinoza and Karen Lisondra
(World Music)
Resonation Music and Arts
10221 Bond St.
Overland Park, KS 66214
913-940-5129 / 913-620-0740.
Email amadoespinoza@gmail.com

Amanda Hashhagen (Video services)
CreativeWorks
514 W. 26th St. #4E,
Kansas City, MO 64108 |
816.984.3574

Darnell Hill
Black on Black Canvas
816-694-8456
dnellgambler@gmail.com

The Recipe Poetry Guild
Theodore "Priest" Hughes
Desmond "3-3-7" Jones
3028 Flora
Kansas City, MO 64109
916-612-367
priesthughes@gmail.com

Exhibit B

"Teens in Transition" Program Budget – Michael V. Toombs

This all-inclusive project budget request to serve up to 40 participants is \$36,100. These monies will be used to pay project staff, independent contractors, supplies, and program supplies. The proposed budget does NOT include the cost to pay the participants as instructed in the RFP.

Line Item	Cost
Project Director	\$13,500
Project Coordinator	\$6,500
Independent Contractors (Mothers in Charge, DJ Cool, tutor, muralist, record keeper, speakers, etc.)	\$9,100
General supplies	\$5,000
Transportation/Field Trips	\$2,000
Space @ ArtsTech	In-kind
Total	\$36,100