

COOPERATIVE AGREEMENT
COMBAT Drug Prevention
(September 1, 2015, through December 31, 2016)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and, **PEER COURT OF SOUTHEAST JACKSON COUNTY, 332 SE DOUGLAS STREET, LEE'S SUMMIT, MO 64063**, (a Missouri not-for-profit corporation), hereinafter referred to as "Organization."

WHEREAS, the voters in Jackson County approved and renewed a quarter cent sales tax for the purpose of providing revenue to combat illicit drug use and violent crime in our community; and,

WHEREAS, the voters and the Jackson County Legislature authorized the County Executive to contract with qualified not-for-profit community organizations, whether public or private, for the purpose of preventing drug use, violent crime, and drug-related offenses, if such organization has been in existence for a period of not less than two (2) years; and,

WHEREAS, Organization has been in existence for more than two (2) years and proposes to provide services to prevent illegal drug use and/or drug-related or violent crime related offenses; and,

WHEREAS, COMBAT Administration has carefully reviewed the Organization's proposal for 2015 - 2016 funding; and,

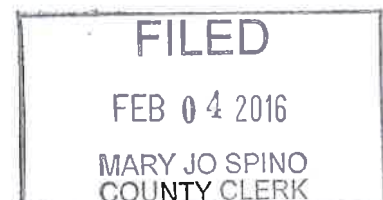
WHEREAS, the Jackson County Legislature has recommended the expenditure of **\$90,000.00**, of COMBAT Anti-Drug Sales Tax funds (hereinafter referred to as "COMBAT funds") for Organization to assist in the prevention of drug use, drug related offenses, or violent crimes;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant, and agree with each other as follows:

1. Services. Organization shall use COMBAT funds solely for the purpose of providing prevention activities to prevent illegal drug use, drug related offenses, or violent crime for Jackson County; and,

Organization has agreed to use COMBAT funds only as set forth in Exhibit A, attached hereto; and,

Organization shall administer the program as outlined on the application's Program Logic Model. Any changes to the Organization's program as funded by



COMBAT, must receive written approval from the County before implementing any changes from their submitted proposal.

2. Payment. The County agrees to pay to the Organization a total amount not to exceed **\$90,000.00**. Upon execution of this contract, an advance payment equal to one-quarter of the contract amount, totaling **\$22,500.00** will be submitted to Organization. This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.

Organization agrees to submit a monthly expense report on forms provided by COMBAT Administration by the 20th of the following month. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. Any reports that are incorrect will delay payment. The remaining contract amount will be paid in a monthly amount equal to:

- A. 1/12th of the contract amount or
- B. Expenses year to date, whichever is the lesser of the two.

Organization agrees to submit monthly program reports and an Annual Report on forms provided by COMBAT Administration by the 20th of the month following the month's end. All payments will be detained until monthly program reports are received and accurate.

The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoices. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

The final payment will not be processed until the agency's annual program report has been completely reconciled.

3. Program Requirements. All COMBAT Prevention funded programs must adhere to the following:

- A. Organization must maintain a complete program expense file that reconciles to the invoices submitted to the COMBAT Administration.
- B. Organization must operate an evidence-based or research-based drug and/or under-aged alcohol-consumption, and/or violence prevention program which focuses on risk and protective factors recognized and supported by prevention research and scientific theory.
- C. Organization must be chartered in the State of Missouri and have received an exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, and must provide such documentation to COMBAT Administration.

- D. Organization must have been in existence for two years prior to proposal submission (Statement of Contractor's Qualifications).
- E. Organization must notify COMBAT Administration in writing on Organization letterhead, within five working days of the following changes:
 - a. Organization name, address, telephone number, administration, or board of directors
 - b. Organization funding that will affect the program under this contract
 - c. Liability insurance coverage
 - d. Management or staff responsible for providing services pursuant to this contract
 - e. Any proposed or actual merger or acquisition either taken by the Organization or towards the Organization
 - f. Changes to program and/or services, and the program's Logic Model and Outcome Measurement Framework chart.
- F. Organization must submit monthly invoices and narratives on program activities.
- G. Organization must send a representative to the COMBAT Awards program.
- H. Organization must participate in other COMBAT sponsored activities as notified or requested.

4. Annual Report/Other Documentation. Organization shall submit annual program reports and other documentation directly related to this Agreement as requested by the County's Director of Finance and Purchasing, or by such other manager as designated in writing by the County Executive, to show that funds paid to Organization by the County were used for the purpose set forth in this Agreement.

The Organization program annual report for 2015 shall be submitted no later than January 20, 2016. The annual report for 2016 shall be submitted no later than January 20, 2017.

5. Evaluation Requirements. Organization agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that not only are the terms of this Agreement being fulfilled, but also to monitor the prevention program's impact on the community. The Organization agrees to participate in an effectiveness evaluation of the Organization's program objectives and an overall evaluation of specific core items, as required by COMBAT Administration. Organization further agrees to utilize an agency specific evaluation document provided by COMBAT administration. Organization agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate Organization's performance periodically based on the Organization's monthly performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 18 if the Organization does not meet stated performance measures and contractual requirements.

6. Audit. The County reserves the right to examine and audit the books and records of Organization pertaining to the finances and operations of Organization related to this Agreement. Organization agrees to establish and adopt accounting standards and forms for this program as may be recommended by the County's Financial Advisor prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

7. Default. If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after Organization receives written notice thereof, the County may at its election terminate the Agreement and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

8. Submission of Documents. No payment shall be made under this contract unless the Organization has submitted to COMBAT (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) a statement of the Organization's total budget for this program for its most recent fiscal year; and, (3) a detailed explanation of actual expenditures of COUNTY funds (pertains to final payments and payments on contracts for future years.) Any document described herein which was submitted to COMBAT, as a part of an application for funding need not be resubmitted to qualify for payment. However, an approved budget, which may be different from the amount of funds requested in the application, must be submitted to COMBAT in order to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other County contract.

9. Indemnification. Organization shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

10. Insurance. Organization shall maintain the following insurance coverage during the term of this Agreement.

Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of

Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

11. Standard Of Care Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

12. Term. The term of this Agreement shall commence as of September 1, 2015, and will continue until December 31, 2016, unless sooner terminated pursuant to paragraph 7, 18, or 26 hereof.

13. No Replacement Revenue. It being recognized by the parties that the purpose of the COMBAT funds is to improve the quality and effectiveness of drug prevention services in Jackson County, it is therefore declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Organization in its normal duties.

14. Conflict of Interest. Organization warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

15. Financial Contact. Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

COMBAT Administration
Fiscal Representative
Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Peer Court of Southeast Jackson County
Agency's Fiscal Representative
Dana Altieri, Executive Director
816-524-0404 Telephone

16. Informational Reporting. A designated representative of Organization shall attend meetings of the County Legislature and COMBAT Administration activities when so requested by either entity.

17. Publicity. If Organization receives or obtains any media attention because of this project, Organization is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT

logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract.

18. Termination. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

19. Unspent Allocation. Any appropriated funds under this Agreement not invoiced by Organization within 45 days from the expiration of this Agreement shall not be paid but shall remain in the COMBAT funds. These funds shall be subject to reappropriation. Such funds refer only to those funds that have not been committed for costs or purchases by purchase order, contract or other formal documentation.

20. Minority Hiring. Organization shall have a twenty percent (20%) goal for minority hiring and employment regarding all positions funded out of the proceeds of COMBAT funds.

21. Appropriation of Funds. Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

- A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.
- B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

22. Equal Opportunity Employment. Organization shall maintain policies of employment as follows:

- A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. Organization and Organization's subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

23. Employment of Unauthorized Aliens Prohibited. Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

24. Inspections or Audits by the County. The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to their responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly program specific compliance reports as required by the County Compliance Review Office. The County may provide to Organization a list identifying specific areas funded by COMBAT funds which are to be inspected or audited by the County, and the definition and scope of a review audit of each specific area identified.

Organization shall conduct internal audits of each specific area identified relative to the program and shall provide its findings to the County and/or COMBAT Administration. If the County and/or COMBAT Administration desire additional study, after the in-house audit provided above, the County and/or COMBAT Administration and Organization shall engage a mutually agreed upon outside auditing firm to conduct further audit of each specific area identified, and shall share the costs of the outside auditor equally. The County warrants that all books, records, accounts, and any other documents in the possession of the County relative to COMBAT funds are public records open for inspection in accordance with Chapter 610, RSMo.

25. Remedies For Breach. Organization promises, covenants and agrees to faithfully observe and perform all of the terms, provisions and requirements of this

Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

- A. The County may without prior notice to Organization immediately terminate this Agreement; and,
- B. In addition to the foregoing, the County shall be entitled to collect from Organization all payments made by the County for which Organization has not yet rendered services in accordance with this Agreement, and may also be entitled to reasonable attorney's fees, court costs and other expenses if it is necessary to bring legal action to recover such amount.

26. **Severability**. If any term of this Agreement is invalid, or incapable of being enforced by reasons 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 so expressed herein.

27. **Assignment and Transfer**. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

28. **COMBAT Contact**. For the purpose of this Agreement, COMBAT Administration or the person designated by COMBAT Administration, shall act as the COMBAT Contact. The COMBAT Contact shall be responsible for overseeing the performance of the services to be rendered under this Agreement. The COMBAT Contact shall be authorized to accept minor changes in services rendered as long as they are not material nor do they substantially alter the services to be performed. Any substantial or material changes in the service provided under this Agreement must be approved by COMBAT Administration and the County.

29. **Organization Identity**. If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the County in the event it is merged or purchased by any other entity.

30. **Incorporation**. This Agreement contains the entire understanding and agreement of the parties, and modifications hereof shall be enforceable only if in writing, signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 27th day of February, 2015/6

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By: [Signature]
W. Stephen Nixon
County Counselor

By: [Signature]
Frank White, Jr.
County Executive

ATTEST:

PEER COURT OF SOUTHEAST
JACKSON COUNTY

By: [Signature]
Mary Jo Spino
Clerk of the County Legislature

By: [Signature]
Title: [Signature]

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$30,000.00**, which is hereby authorized.

Remaining funds in the amount of \$60,000.00 are subject to appropriation in the 2016 County budget.

[Signature]
Date

[Signature]
Director of Finance and Purchasing
Account No.: 008-7709-56789

PC 77092015001

2015 Abbreviated Prevention Cover Page

Res. 19008
EXHIBIT A

Jackson County

COMBAT

Save a life. Save a neighborhood.

Please select the type of funding you are applying for (select **one** only):

Substance Abuse Prevention Violence Prevention

Name of Organization: Peer Court of Southeast Jackson County

Address of Organization: 332 SE Douglas St., Lee's Summit, MO 64063

Contact Person: Dana M. Altieri

Telephone Number: 816-524-0404

Email Address: dana@midwestattorneys.com

Federal ID Number:

Program Name: Peer Court of Southeast Jackson County

Please submit 1 original and 2 copies of your proposal to COMBAT office, located in Jackson County Courthouse, 415 E. 12th Street, 9th floor, Kansas City, MO 64106.

Section One

Please fill in page number to the left where item can be found in your application packet.

County Required Documents:

Jackson County Compliance Report Form completed and signed, or copy of current certificate. See

http://www.jacksongov.org/filestorage/3310/3322/3597/Compliance_Review_Annual_Report_Forum_Oct_2010.pdf

Copy of Jackson County Paid Property tax receipt if applicant owns any property (will be asked to get an exemption certificate)

Copy of evidence of liability insurance coverage in amount of \$1,000,000.

Section Two

COMBAT required documents:

Cover Sheet (Page 1)

2015 Checklist (Page 2)

Funding Application

Exhibit A (Total Program Budget and COMBAT Request)

Exhibit B- Contact Listing

Exhibit C- Staff & Qualifications

Current list of Agency Board of Directors

Current letter (s) from all partnering agencies on partnering agencies letter head acknowledging participation and detailing their role with this COMBAT funded program. (State NA if none).

Current IRS form 990 (within past 2 years) or extension letter (Submit 1 copy only; if none say NA)

Copy of Certified Financial Audit (within past 2 fiscal years) (Submit 1 copy only; if none say NA)

Copy of letter indicating current IRS 501(c) 3 tax-exempt status (Submit 1 copy only)

Certificate of Good Standing from the MO Secretary of State (Submit 1 copy only)

COMBAT is looking to fund innovative and comprehensive programs that address the cutting edge of Substance Abuse Prevention and Violent Crime Prevention. Please submit 1 original and 2 copies of your proposal to COMBAT office, located in Jackson County Courthouse, 415 E. 12th Street, 9th floor, Kansas City, MO 64106.

Tax Clearance Required: Chapter 10, 1003. of the Jackson County Code states "No person, firm or corporation, residing in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by this chapter, unless that person, form or corporation is duly listed and assessed on the County tax rolls and is in no way delinquent on any taxes payable to the County."(Ord. 3839, Eff. 11/28/06) If you need to register as a Business with Jackson County please call (816) 881-3530 or (816) 881-4541.

COMBAT applicants must be not-for-profit organizations and provide proof of such as described on page 2 of this application packet.

Exception: Governmental jurisdictions in Jackson County

Goal for Minority Hiring and Employment: Chapter 93, section 9304 of the Jackson County Code states "Any proceeds from the anti-drug sales tax creating jobs and employment shall have a twenty percent goal for minority hiring and employment." (Ord. 1795, Sec. 4, Eff. 12/19/89; Ord. 1941, Eff. 04/24/91)

Other Guidelines

1. Any organization requesting COMBAT funding must have an office in Jackson County and provide services to Jackson County residents in Jackson County.
2. An applying agency must be in existence for more than two years or under a non-for-profit parenting agency that has been in existence for more than two years.
3. COMBAT funded program must address drug addiction, prevention of drug abuse or drug-related crime, whether violent or non-violent. Violence prevention projects must include and measure drug prevention.
4. COMBAT funds cannot be used to make capital purchases.
5. Applications indicating partners (e.g., for recruitment of clients, service provision, etc.) must attach a current letter or Memorandum of Understanding from the partner agency on their letterhead stating the details of the partnership as it relates to COMBAT funding.
6. COMBAT funds should not be the only source of program funds.

Underserved Areas

For 2015, COMBAT has identified these underserved populations of interest. While these will not be the only areas funded in 2015 please consider your ability to serve these populations. If your proposal addresses one of these groups, please make this clear in your discussion of Target Populations on page 7. A maximum of 5 bonus points may be awarded for selecting any of the under-served areas.

- | | |
|---|--|
| <input type="checkbox"/> Programs in Raytown Missouri | <input type="checkbox"/> Programs targeting those aged 18-24 |
| <input type="checkbox"/> Programs in Grandview Missouri | |
| <input type="checkbox"/> Programs in Hickman Mills area of Kansas City, Missouri (South Kansas City) | |
| <input type="checkbox"/> Program targeting relationship violence among teens (e.g., dating violence). | |

| | | |
|--|---|---------------------------|
| Peer Court of Southeast Jackson County | Peer Court | \$25,000.00 |
| 332 SE Douglas St., Lee's Summit, MO 64063 | 10 NE Tudor Rd., Lee's Summit, MO 64086 | 816-524-0404 |
| (Name) | (Phone) | (Email Address) |
| Dana M. Altieri | 816-524-0404 | dana@midwestattorneys.com |

- I. Summary of Program:** Briefly but thoroughly describe your program (no more than 500 words). If funded, this will be the program description used on the COMBAT website. Include the purpose, target population, services/activities to be provided and expected outcome of your program. Be sure to specify whether the program will provide substance abuse treatment, substance abuse prevention or violence prevention.

Peer Court of Southeast Jackson County was organized \$25,000 for the purpose of educating and creating awareness for high school youth, typically ages 14-18, regarding violence prevention, the judicial system, and opportunities within the judicial system. The program has two main components: live speakers employed by, or associated with the judicial system; and hands-on involvement by the youth whereby they will be operating their own court system based upon the National Youth Court model. In addressing the live speaker portion of the programming, the Peer Court's design allows for instruction to be open and not persuaded by any one idea or organization. Rather, the Peer Court allows a free atmosphere for those involved in the judicial process to come and instruct, or discuss with students the importance they play in the judicial system and the community. Several local, state and federal agencies like the Jackson County Prosecutor's Office, the Jackson County Public Defender's Office, the Federal Drug Enforcement Administration, the Federal Bureau of Investigation, the United States Marshal Service, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Missouri National Guard, and several local municipal and state judges have already committed to speaking and being engaged in this program. Likewise, both prosecutors and defense attorneys, as well as civil attorneys and other aspects of the judicial system, have also committed their time to speak. This is not only an education in the court system, but also helps

the youth consider various employment avenues. In addition to the speakers, an equally important and major component of Peer Court is utilizing the National Youth Court Model, which provides students a chance to engage in real or mock trials. Students will first be trained, then they will play the role of the Judge, prosecutor, defense attorney, bailiff, and possibly an alleged defendant. These roles will either be based upon real case referrals from local municipalities to the Peer Court, or pre-scripted investigations. The students will be able to apply what they have learned. When litigating real case referrals, it is a true disposition of a case. The outcome could be reached by way of a trial litigated by the students, or a guilty plea. In the even of a finding of guilt, the student judge will have various sentencing alternatives such as classes at no cost, community service, or essay writing.

Peer Court is an organization that will educate youth on the entire judicial system, from all aspects of the system. Peer Court strives to instill good, moral, and civil values while discussing the perils of bad choices, and is an organization where youths will be able to build and grow upon those values making each of them a better community member in the future. The program couples engaging educational speakers with real student participation of litigating their own cases based upon the National Youth Court Model.

II. Please list up to 3 specific objectives of your program.

1. Violence prevention by educating the youth about the positive effects of good behavior, and conversely, the consequences of negative or illegal behavior.
2. Educating teens that are considering their future goals about a variety of distinguished career paths within the legal system, and allowing them hands-on training within the system.
3. The litigation and disposition of cases involving Jackson County youth in an environment whereby the participants and youth offenders can benefit and learn from the experience in a positive manner.

III. Evaluating Success -Please discuss how your program should be evaluated. How will you know if you are successful? Please list for each Objective.

Evaluation

Success of Objective 1 Feedback from the participants regarding their outlook and activities before and after completing the coursework.

Success of Objective 2 Follow the students to see how many follow through with future training or coursework in careers involving the government, law enforcement, or the judicial system.

Success of Objective 3 There needs to be a monitoring of the disposition of cases and associated recidivism.

IV. When will your COMBAT program be offered? Check all that apply.

Year round

At school during the 9-month school day

Summer only

After school hours

Certain days/evenings of the week

Weekends

Other (specify) The program will be during the school year only, until there is a need for year round dispositions of cases. This may begin the summer of 2016 or 2017.

Please specify days & times you plan to offer your program Every other Thursday from 5:30pm-7:30pm or 8:00pm.

V. Evidence of Need: What are the local needs of your selected target population and/or community? Have they changed?

There is no program in this area similar the Southeast Jackson County Peer Court, which is reaching out to teens about education about opportunities within the judicial system, coupled with a hands-on court component. The need for this program has always been there, and only increases as southeast Jackson County is growing in population.

VI. Target Population: List age, ethnic breakdown, gender, and geographic area to be served. Describe your outreach strategy and how clients will be recruited. *If referred from other agency (ies), you must include a letter stating that these agencies are aware that they will be part of a COMBAT project, as an Appendix to your proposal.*

Teens 14-18 within Jackson County. There is no other specific target on ethnicity, gender, or geographical area. All high school age students are welcome, including those that are home schooled.

The Director has made contact with the four Lee's Summit high schools to ascertain the best way to introduce students to the program. The Director will go directly into the schools with featured speakers, such as a DEA agent who has agreed to go, to reach the teens directly about what they can expect from the program.

The program will start with Lee's Summit, as that's the home base of the program. However, the goal is to reach southeast Jackson County teens and the Director will begin recruiting teens from other local cities within southeast Jackson County and invite them to the program.

Age group: 14-18

Gender & Ethnic Groups Served: all

Geographic Area to be Served: southeast Jackson County

Estimated Number to be Served: 50+ teens initially

Number Served through Sept. 2014: n/a

Estimated Cost per Person: n/a

VII. Evidence-based Programming (EBP): List which evidence or research based program your COMBAT funded program will model.

Describe the rationale, research or evidence base behind the program you will use. If you are using a well-researched program that is not included as an evidence-based practice, a model program or promising program, cite the source that shows it is justified for use with your **target population**, for your expected results.

See Attachment A for information on finding Evidence Based or effective research based programs.

| Identify evidence-based or Research Base | Source | Target population to be addressed |
|---|------------------------------------|--|
| Peer Court | National Youth Court Model | Teens 14-18 |
| Youth Court Diversion | Eastern Jackson County Youth Court | Teens 14-18 |
| [Evidence-based or research based program] | [Source] | [Target population addressed] |

VIII. Describe your proposed program, including services and activities

1. State whether this is an existing program of your agency.
2. Describe how you will accomplish your program.
3. Describe your partners and what will they do.
4. For programs targeting violence prevention, please clearly describe:
 - a. the type of violence that you will address;
 - b. how risk for violent behavior will be clearly determined; and
 - c. the criteria that will be used for eligibility for services.

Please see the summary on pages 4-5 as I believe the description, services, and activities are outlined in detail.

IX. Culturally Appropriate: How will you ensure that your program is culturally appropriate for your target population? How does your staff match the ethnicity/culture/language of the population? Describe any efforts by your agency to ensure cultural competence.

The speakers and volunteers who will be working with the teens will be from a variety of different and diverse cultures, backgrounds, and ethnicities. There is currently 1 director who will run the program so matching staff to the population is difficult, but the volunteers working with the teens other than the director will be culturally diverse.

- X. Programs should fall under one primary category of Prevention/Intervention: **General Prevention; Targeted Intervention; and Strategic Intervention** . (See Attachment C for a description of these types of interventions COMBAT will fund).

| | |
|--|--|
| SUBSTANCE ABUSE PREVENTION PROGRAMS ONLY | Peer Court – Leadership Specifically targeting teens ages 14-18 in Southeastern Jackson County |
| SUBSTANCE ABUSE PREVENTION PROGRAMS ONLY | Diversion - Youth offenders in Southeastern Jackson County |
| SUBSTANCE ABUSE PREVENTION PROGRAMS ONLY | [List strategies] |

- XI. **COMBAT Measures of Interest** - COMBAT is interested in achieving the National Outcomes identified to address Substance Abuse Prevention, or Violence Prevention, (depending on your type of project). See Attachment D.

| |
|--|
| SUBSTANCE ABUSE PREVENTION PROGRAMS ONLY |
| <input type="checkbox"/> 1. 30-day use of alcohol or drugs <input checked="" type="checkbox"/> 2. Perceived risk of use <input type="checkbox"/> 3. Perception of disapproval by parents, friends <input checked="" type="checkbox"/> 4. Suspensions and expulsions <input type="checkbox"/> 5. Attendance and enrollment <input type="checkbox"/> 6. Increase in math and reading grades/scores <input type="checkbox"/> 7. Increase in Grade Point Average <input checked="" type="checkbox"/> 8. Reduction in Drug related crime <input checked="" type="checkbox"/> 9. Involvement in criminal justice system – includes Youth Court |

VIOLENCE PREVENTION PROGRAM ONLY
Measuring the Impact of the Program

- 1. Carried a weapon
- 2. Involved in how many physical fights in past year
- 3. Had to be treated from physical fights in the past year
- 4. Suspensions, expulsions, or in detention?
- 5. Attendance and enrollment
- 6. Been bullied in school
- 7. Spread mean rumors or lies about other kids
- 8. Used the internet or cell phone (including blogs, Facebook, etc) to post pictures or text that might embarrass or hurt someone
- 9. Used a cell phone to send text messages or pictures that might hurt someone
- 10. Hit, shoved or pushed someone (not just fooling around)
- 11. Arrested and charged with a violent crime
- 12. Committed a violent action against someone
- 13. How serious do you feel the level of violent crime is in your community
- 14. How serious do you feel the level of property crime is in your community
- 15. Number of persons employed
- 16. Improved Grade Point Average
- 17. Improved Grade Point Average
- 18. Increase in math and reading grades/scores
- 19. Improved Pro-Social behaviors
- 20. Involvement in criminal justice system – includes Youth Court, Probation or Parole.

XII. Organization- Describe the mission of your organization. How does this program fit your mission as well as the purpose of COMBAT? Describe the past experience and expertise of your organization in the area of your proposal.

The mission of Peer Court is to procure the interest of teens in the legal system by introducing them to positive, influential role models and providing them with hands on experience with actual court cases. One of the pillars of the COMBAT program is Law Enforcement. Peer Court has already secured several enthusiastic and engaging members of law enforcement to speak with the teens about drugs, violence, consequences, and also law enforcement related employment opportunities. Another pillar of COMBAT is Treatment. The teens will litigate minor criminal cases, which will involve the punishment and rehabilitation of fellow youth. The remaining pillars of COMBAT, namely Anti-Violence and Prevention, will be satisfied through not only the substance conveyed through speaker component, but court model and the program as a whole. Involving students in the program has them participating in a positive program, as opposed to spending their time being idle or exposed to opportunities whereby they may engage in negative behavior or drugs.

The program is based upon the National Youth Court model which has had success all over the country preventing violence and recidivism among teens. In addition to this model, this Peer Court offers exposure to a vast amount of positive opportunities and interactions with the law. In addition to being a Judge, the Director has criminal litigation experience as a prosecutor and defense attorney the city, state and federal levels. The Director has also been regular speaker at local high schools for the past several years about the effects of drugs and violence.

XIII. Partnering Organizations – Describe if any other organizations will assist in the proposal, through recruitment, etc. **You must include letters from partners stating their agreement to be a part of a COMBAT program.**

Partnering Organizations

(Role of partner organizations)

XIV. Staff Expertise and Experience- Describe the experience and expertise of key staff for the proposed project (include the person who will be the Coordinator). Include Job Descriptions for each staff person described below in Exhibit E.

Key Staff

The Director and Coordinator is a private attorney who has been in practice for over ten (10) years as well as a Judge for the City of Lee's Summit. Ms. Altieri has practiced

before numerous city, state, and federal courts. Ms. Altieri is a litigator who is frequently in the courtroom, has a teaching background, and has also done significant outreach in the past, for various reasons, to local high schools.

Exhibit A
12-month AGENCY/PROGRAM BUDGET INFORMATION
Specify Months: 12/2015-11/2016

Allowable COMBAT Expenses listed below.

| | | | |
|---|--------------------|-----------------------|--------------------|
| Personnel – Salaries | \$50,000.00 | \$0.00 | \$50,000.00 |
| Fringe Benefits (Describe; max 10% of Salaries) | \$10,000.00 | !! FORMTEXT \$0.00 | \$10,000.00 |
| Auditing / Accounting Services | \$1,500.00 | \$0.00 | \$1,500.00 |
| Evaluation | \$0.00 | \$0.00 | \$0.00 |
| Postage | \$1,500.00 | \$0.00 | \$1,500.00 |
| Printing | \$1,500.00 | \$0.00 | \$1,500.00 |
| Meeting Expense | \$2,500.00 | \$0.00 | \$2,500.00 |
| Mileage (Local Travel) | \$0.00 | \$0.00 | \$0.00 |
| Training | \$0.00 | \$0.00 | \$0.00 |
| Memberships | \$0.00 | \$0.00 | \$0.00 |
| Insurance | \$0.00 | \$0.00 | \$0.00 |
| Other: | \$0.00 | \$0.00 | \$0.00 |
| Speaker compensation | \$2,000.00 | \$0.00 | \$2,000.00 |
| Student awards | \$3,000.00 | \$0.00 | \$3,000.00 |
| Indirect | \$3,000.00 | \$0.00 | \$3,000.00 |
| | \$0.00 | \$0.00 | \$0.00 |
| | \$0.00 | \$0.00 | \$0.00 |
| Total Expenses | \$75,000.00 | \$0.00 | \$75,000.00 |

1. Funds may not be used to provide capital improvements (Article 6, Section 23 of the Mo. Constitution).
2. COMBAT Funds may not be used to pay salaries for functions that have traditionally been performed by volunteers.
3. COMBAT Funds may not be used to pay out of town travel, rent, utilities, or equipment.

Exhibit B
Agency Name Contact Information

| | |
|-----------------------|--|
| Agency/Corp Location | Peer Court of Southeast Jackson County |
| Address | 332 SE Douglas St. |
| City, State, Zip Code | Lee's Summit, MO 64063 |
| Main Phone | 816-524-0404 |
| Main Fax | 816-524-0808 |
| Agency Web Address | none |

| | |
|-----------------------|---------------------------|
| Executive Director | Dana M. Altieri |
| Address | 332 SE Douglas St. |
| City, State, Zip Code | Lee's Summit, MO 64063 |
| Main Phone | 816-524-0404 |
| Main Fax | 816-524-0808 |
| Email | dana@midwestattorneys.com |

| | |
|-----------------------|-----------------|
| Program Coordinator | Dana M. Altieri |
| Program Address | listed above |
| City, State, Zip Code | |
| Phone | |
| Fax | |
| Email | |

| | |
|-----------------------|--|
| Financial Contact | |
| Address | |
| City, State, Zip Code | |
| Phone | |
| Fax | |
| Email | |

| | |
|-----------------------|--------------------------------|
| Board Chair/President | Kelli Wulff |
| Address | 19049 East Valley View Parkway |
| City, State, Zip Code | Independence, MO 64055 |
| Phone | 816-795-5455 |
| Fax | 816-795-0842 |
| Email | kelli@wulfflaw.net |

EXHIBIT C
STAFF EXPERIENCE, QUALIFICATIONS & CERTIFICATIONS

Name: Complete for all employees who are providing direct services in the program (not administrative staff).

Degrees held, Licenses and Certifications: List all degrees (post secondary) held, including area of emphasis (i.e., BS/Social Work/Psychology) and professional designations earned.

Name: Dana M. Altieri
Degrees held: Juris Doctor
Certifications held:

Licensures held: Admitted to practice law in the Missouri, Kansas, Western District of Missouri, District of Kansas, 8th Circuit Court of Appeals

Notes: I am a private attorney as well as a Judge for the City of Lee's Summit. I have sat on the City of Raytown, City of Kansas City, and Jackson County Municipal Court benches as well.

Name:

Degrees held:

Certifications held:

Licensures held:

Notes:

Name:

Degrees held:

Certifications held:

Licensures held:

Notes:

Name:

Degrees held:

Certifications held:

Licensures held:

Notes:

Please attach a list of your Board of Directors.

Attachments

Attachment A.:

To determine Evidence Based or Research-Based programs, several searchable websites in the fields of Substance Abuse, Health and Criminal Justice have been developed. Whatever the name, these programs have been evaluated with various populations that are described so that you can decide if they are appropriate for your target population.

Substance Abuse and Mental Health Services Administration (SAMHSA)

The SAMHSA Evidence-Based Programs have been tested in communities, schools, social service organizations, and workplaces across America; many of these programs show a reduction in substance abuse and other related high-risk behavior. The National Registry of Evidence Based Programs (NREPP) can be searched for Mental Health and Substance Abuse interventions. See the www.samhsa.gov website; also <http://nrepp.samhsa.gov/>

Office for Juvenile Justice and Delinquency Prevention (OJJDP)

The OJJDP has assembled a list of Model Programs, which can be searched by topic. OJJDP has also assembled Promising and Proven Programs on Youth Violence Prevention. See their website: <http://www.ojjdp.gov/mpg/>

Crime Solutions.gov

The Office of Justice Programs' CrimeSolutions.gov uses rigorous research to determine what works in criminal justice, juvenile justice, and crime victim services, including research on program effectiveness reviewed and rated by Expert Reviewers. Ratings are easily understandable, based on the evidence that indicates where a program achieves its goals. www.crimesolutions.gov

Promising Programs Network

Promising Programs Network has assembled evaluated programs that improve outcomes for children. Some of the areas that can be searched include programs to keep youth from using alcohol or other drugs, and youth not engaging in violent behavior www.promisingprograms.net

Attachment B:**Prevention Categories**

This section defines the three category of Prevention. COMBAT has modified the definitions to better match the way COMBAT chooses to fund Prevention programs. Programs should fall under one primary category of Prevention.

General Prevention

Also known as Universal Prevention; or Primary Prevention. COMBAT's General Prevention is meant to address an entire population (such as a school, a neighborhood, or any other mass community) with prevention messages and programs aimed at preventing, delaying or reducing substance use. In the case of violence, prevention messages and programs would encourage the use of non-violent methods to respond to conflict or anger. The mission of General Prevention is to deter the onset of substance abuse or violent behaviors by providing all individuals with the same information and skills needed to confront the problem. The entire population is considered to be able to benefit from the prevention program. An example of General Prevention is DARE, the Drug Awareness and Resistance Education program that is offered to all 5th graders, in all communities.

Targeted Intervention

Also known as Selective Prevention, or Secondary Prevention. COMBAT's Targeted Intervention category is meant to address populations that are already at increased risk for substance abuse, of becoming victims of violence, or at risk of violent behavior. Targeted Intervention addresses subsets of the population that are considered at higher risk because of their membership in a particular segment of the population. This may be due to their past experiences or even the geography in which they reside – anything that puts them in increased risk for substance abuse or violence. Examples include children of alcoholic parents, students who are failing academically, or those who live in high crime neighborhoods. Targeted Intervention programs address the entire subgroup that has been identified for programs, regardless of the risk of any individual member of the group.

Strategic Intervention

Also known as Indicated Prevention, Tertiary Prevention, or Intensive Individual Intervention. COMBAT's Strategic Intervention category is meant to address those who have already shown signs of problem behaviors involving substance abuse, criminal behavior or violence. In the case of youth, these may be school related (such as truancy or suspensions for fighting). The purpose of Strategic Intervention is to identify those who have shown early signs of problem behaviors and involve them in special programs to remediate this behavior.

Attachment C

COMBAT YOUTH PREVENTION OUTCOMES AND MEASURES OF INTEREST

COMBAT has identified overall areas in which we are interested in producing outcomes via our funded Prevention programs in the separate Prevention Evaluation document.

| Domain | Outcome | COMBAT Measures of Interest |
|--|---|---|
| Substance Abuse | Abstinence from specific drugs or alcohol use Reduction in Use | Use in the past 30 days |
| | Age at first use | Age at first use |
| | Perceived Risk | Perceived risk of use |
| | Perception of Disapproval | Perception of disapproval by parents, friends |
| Youth Violence | Reduction in youth violence | Carried a weapon in the past month |
| | | # fights in past year |
| | | Fight with injury |
| | | Arrested or charged with violent crime |
| | | Committed a violent crime in past year |
| Reduction in community violence | Perception of community violence | Levels of violent crime, property crime, drug crime |
| Bullying | Reduction in bullying | Bullied or bullying on school property |
| | | Internet/cell phone bullying |
| Pro-social behavior | Increase in pro-social behavior | Self-efficacy Self-esteem Empathy |
| School Related | Suspension & expulsions | # times suspended or expelled in past 3 months |
| | Attendance | # Days missed |
| | Math, reading grades | Math, reading grades |
| | Grade Point Average | Grade Point Average |
| Crime | Drug crime | # arrests for Drug Crime |
| | | # times committed Drug Crime |
| | Violent Crime | # arrests for Violent Crime |
| | | # times committed Violent Crime |
| Involvement in Criminal Justice System | Jail/prison/detention | # nights in Jail, Prison, Detention |
| | Involvement in Family Court | Involvement in Family Court |
| | Awaiting charges | Awaiting charges |
| | Probation/parole | Probation/parole |
| | Youth Court | Youth Court |

Exhibit B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Peer Court of Southeast Jackson County**, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and **Peer Court of Southeast Jackson County**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo)

Dana M. Attieri
Authorized Representative's Signature
Director
Title

Dana M. Attieri
Printed Name
12/21/15
Date

Subscribed and sworn before me this 21 day of December, 2015. I am commissioned as a notary public within the County of JACKSON, State of MISSOURI, and my commission expires on 2/23/15.

Carol A. Lillis
Signature of Notary

2/23/15
Date

CAROL A. LILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Feb. 23, 2018
Commission # 14939322