



KETCHIKAN YOUTH COURT

500 Mission, Ste. 1, Ketchikan, AK 99901 • (907)225-2293 • ktnyouthcourt@gmail.com

March 10, 2016

VIA HAND DELIVERY

Mayor Landis and Borough Assembly of
Ketchikan Gateway Borough
1900 1st Avenue
Ketchikan, AK 99901

**Re: Community Grant Request
KETCHIKAN YOUTH COURT**

Mission
We empower youth to make positive contributions to our community through our program of Restorative Justice by emphasizing individual accountability and peer interaction.

**Ketchikan Youth Court
Board of Directors
2016**

Phillip M. Benning,

President

Pat Chapman,

Vice President

Susan Carson,

Secretary

Angela Nickich,

Treasurer

Katie Davidson

Lanetta Lundberg

Sonya Skan

Shawna Strouth-Shaw

Youth Representative

Max Varela

Dear Mayor Landis and Members of the Borough Assembly,

Enclosed please find a completed FY2017 Community Grant Application and all required attachments submitted on behalf of Ketchikan Youth Court. I am pleased to be associated with Ketchikan Youth Court and am ever more proud of the tradition of creative, effective, and cost-effective work KYC has built in shaping the young people of Ketchikan.

As the Executive Director, we continue to maintain a number of initiatives that serve to enhance the value of the services that KYC renders to the entire borough. It is my committed belief that with the vital support of our local governmental entities, we better serve the youth in our collective community as they develop the skills and knowledge to make good choices in their lives.

I welcome the opportunity to come before you to answer any questions you may have regarding the Ketchikan Youth Court grant request and I look forward to seeing each of you at that time.

Respectfully yours,

Glenn J. Brown
Executive Director

Visit us on the web at www.ketchikanyouthcourt.com

Ketchikan Youth Court is a non-profit organization granted such status under IRS Code 501(c)(3). Our Federal Identification Number is 30-0247530





KETCHIKAN GATEWAY BOROUGH
1900 First Avenue Ketchikan, Alaska 99901

GRANT REQUEST

Amount requested: \$ 6000.00

- Other Financial Commitments (total in-kind/cash match, other agency funds, etc.):
- Other Funds Required (not yet committed/identified):

Program/project title:

ORGANIZATIONAL INFORMATION

Organization name: Ketchikan Youth Court, Inc.

Address: 500 Mission Street, Ste. 1

City: Ketchikan

State: AK

Zip: 99901

Telephone: (907) 225-2293

Fax: (907) 225-2293

E-mail: ktnyouthcourt@gmail.com

Executive director: Glenn J. Brown

Telephone: (907) 225-2293

Name of contact person: Glenn Brown

Title: Executive Director

Telephone: (907) 225-2293

Cell phone: 267 303-4630

Total organization budget for current year: \$ 113,885.00

Date of incorporation: October 19, 2000

Is your organization tax exempt under section 501(c) (3) or other sections? If no explain:

Yes.



KETCHIKAN GATEWAY BOROUGH

1900 First Avenue Ketchikan, Alaska 99901

Which of the following Ketchikan Gateway Borough areawide powers does your project address (check one)?

- Economic Development Recreation
 Transportation Education
 Other (specify)

Staff composition in numbers

Paid full-time: None.
Paid part-time: 2 (1-part time director; 1-part time youth assistant)
Volunteer: 41 (8 adult board members, one youth board member, 27 bar association members,
Interns: None. 4 volunteer instructors, one juvenile probation liaison)
Other: 1 contracted bookkeeper

Total 44

Detail the purpose(s) of your request with justification and explanation

(For the following, use additional pages as needed)

Please see attached narrative.

Statement of measurable goals and objectives of project(s) or program(s):

Please see attached narrative.



KETCHIKAN GATEWAY BOROUGH

1900 First Avenue Ketchikan, Alaska 99901

Are there other projects related to or dependent on this project? Is this project dependent on other activities or actions? If yes, describe projects, actions or activities specifying phases where appropriate.

While there are no other projects specifically dependent upon this project, the requested funding will provide a committed source of rent for monthly rent/utilities and thereby make those funds available to aid other facets of the KYC operation. In particular, supplemental funds will be available to seed additional community service projects conducted by youth court members, to provide reduced fee admissions to the Prime For Life drug and alcohol education program, and to increase youth court membership and participation by conducting additional youth court training sessions.

Discuss project management and qualifications.

Please see attached narrative.



Attachments: *(Please attach in order listed below)*

Cover letter

- Cover letter
-

Finances

- Audited financial statement for the last fiscal year, if available, or form 990.
- The current year operating budget - to include your project expenses and revenues.
- Annual Salary for Executive Director
- List all contractors that are expected to be paid more than \$2,500 per year, and purpose for payment.
- List any funding paid to organizations or entities outside the corporate boundaries of the Ketchikan Gateway Borough, including parent organizations, and the purpose for payments.
- A proposed program budget (with narrative)
- A list of other agencies that funded your organization in the last fiscal year, including amounts contributed.
- What is the annual cost and long-term operation and maintenance costs of this project? Provide backup material.
-

Other Supporting Materials

- A verification of the organization's or fiscal agent's tax-exempt status under section (c) 3 of the IRS code.
- A current list of the governing board.
- Letters of support, Resolutions, and/or reviews (if applicable).



KETCHIKAN GATEWAY BOROUGH
1900 First Avenue Ketchikan, Alaska 99901

- What state and/or federal compliance requirements will this project satisfy or correct?
 - How will the project improve the economic environment?
-

Ketchikan Youth Court

Finances:

- 1. FY15 Form 1099**
- 2. Current Year Operating Budget**
- 3. Annual Salary of Executive Director**
- 4. Contractor Payments Exceeding \$2,500/Year**
- 5. Payments to Organizations Outside KGB**
- 6. Proposed Program Budget with Narrative**
- 7. List of Other Agency Funding**
- 8. Annual Cost/Operation of Project**

Ketchikan Youth Court
Current Year Operating Budget

Annual Salary of Executive Director

\$30,400

Ketchikan Youth Court
 Operating Budget
 Fiscal Year ending 6/30/16

POSTED

	OJJD (DJJ Award)	DJJ Travel	City	Unrestricted Funds	Total Cash	In Kind	Total Cash and InKind
SOURCES OF FUNDING							
Blueberry Ball Roll				7,000.00			
4th July Queen Contest				2,000.00			
DJJ Grant	40,000.00						
City of Ketchikan			10,000.00				
Board Dontations - \$50@				450.00			
Donors				2,810.00			
Other Grants				5,000.00			
Legislative Award							
Tuition							
Youth Court Service Fees							
In-Kind						46,625.00	
	40,000.00	0.00	10,000.00	17,260.00	67,260.00	46,625.00	113,885.00
PERSONAL SERVICES							
KYC Director (Salary)(0.8-FTEs)with Be	27,000.00		3,400.00	7,550.00	37,950.00		43,950.00
Youth Coord	1,640.00			4,360.00	6,000.00		
TRAVEL							
Board & Youth Members			1,350.00		1,350.00		1,350.00
FACILITY AND UTILITIES							
Office Rent; Use of Court Facilities	4,800.00				4,800.00	36,000.00	42,360.00
KPU Utilities					0.00		
KPU Phone & Internet	1,560.00				1,560.00		
Cell Phone					0.00		
SUPPLIES							
Postage			300.00		300.00		3,250.00
Office Supplies	500.00				500.00		
Copying/Printing	500.00		200.00		700.00		
Food	1,000.00				1,000.00		
Court/Safety Supplies					0.00		
Promotion /Goodwill				750.00	750.00		
EQUIPMENT							
Equipment repairs and upgrades	900.00				900.00		900.00
Storage Cabinet- Fire Proof					0.00		
OTHER							
Contract Services					0.00	10,625.00	
Professional Svcs; Acct; Legal; Judge			1,000.00		1,000.00		
Bookkeeping Services			3,000.00		3,000.00		
Web Site Maintenance	500.00				500.00		
Training	500.00		500.00		1,000.00		
Prime for Life Program					0.00		
Technology/Database					0.00		
Insurance							
General Liability & Property				2,000.00	2,000.00		
Board D&O Liability				2,000.00	2,000.00		
Workers Compensation				400.00	400.00		
Dues							
UYCA	500.00				500.00		
Ketchikan Chamber of Commerce	215.00				215.00		
Ketchikan Lions Club (gaming permit)	85.00				85.00		
Rotary					0.00		
Scholarships	300.00		250.00	200.00	750.00		
Reserve for Contingencies (No contribution this year)					0.00		
Total Direct Costs	40,000.00	0.00	10,000.00	17,260.00	67,260.00	46,625.00	113,885.00

Ketchikan Youth Court

Contractor Payments Exceeding \$2500/Year

1. K.A. Swiger, Bookkeeping Services, \$3000~/Year

Funding to Organizations/Entities Outside of KGB

None.



KETCHIKAN YOUTH COURT

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RE: FY17 ECONOMIC DEVELOPMENT GRANT REQUEST

Dear Honorable Mayor Landis and Honorable Members of the Ketchikan Gateway Borough Assembly:

Ketchikan Youth Court (KYC) respectfully seeks your consideration and approval of a Community Agency Funding request in the amount of \$6,000. This grant amount is based upon a review of our current operational budget and outside funding source expectations for FY2017, and will be critical to sustaining our program at our current service levels. Additionally, and not unimportantly, it will also show another way in which Ketchikan Gateway Borough is taking an ongoing and active role in preventing and reducing juvenile crime. A \$6,000 grant from Ketchikan Gateway Borough will allow KYC to provide yearly training classes for youth court volunteers, and client sentence monitoring by KYC staff. KYC maintains the required database to track member and client statistics and report our outcomes to our grant sources.

Our FY2016 budget is \$113,885, which includes the Economic Development grant from Ketchikan Gateway Borough, and \$46,625 worth of in-kind donations of materials, office space, and services. **The Borough's ongoing commitment to this program allows KYC to demonstrate that we have continued support not only from our clients, individual donors, and local professionals – but that we also have continued support from local government. These are essential ingredients to our future success in securing funding through non-governmental sources such as private foundations.**

Juvenile Crime/Juvenile Drug/Alcohol Abuse in the United States ("The Demonstrated Need")

According to statistics gathered and monitored annually by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP), juvenile crime in America reached an all-time high in 1996 with more than 8,500 juvenile arrests per 100,000 juveniles nationwide. Since that time, the aggregate numbers on juvenile justice appear encouraging. From 1980 to 2010, the rate of juvenile crime has decreased by 24%. According to the Alaska Department of Health and Human Services, Division of Juvenile Justice (DJJ), these nationwide rates of decrease mirror the decreases experienced in the juvenile justice system in the State of Alaska. This is the good news.

Meanwhile, the instances of alcohol and recreational drug use by juveniles during that time have shown a steady (and devastating) increase. We focus our program on drug and alcohol-related offenses as a large majority, in excess of 85%, of the cases referred to Ketchikan Youth Court, are drug or alcohol-related. In the most recent published survey from the Centers For Disease Control and Prevention (CDC), the frequency and severity of alcohol use and abuse by juveniles continues a steady march upward. For example, in the FY12 survey, the CDC reported in its *Fact Sheet on Underage Drinking* that among high school students, within the prior 30 days, 39% drank some amount of alcohol, 22% binge drank, 8% drive a motor vehicle after drinking and 24% rode with a driver who had been drinking. These numbers speak for themselves.

As community leaders, we recognize the cost to the entire community of such activity. Underage drinking imposes a cost on each juvenile involved and on a community as a whole. Those costs include the loss of life and limb associated with underage drinking and driving as well as:

- School problems, such as higher absence and poor or failing grades.
- Social problems, such as fighting and lack of participation in youth activities.
- Legal problems, such as arrest for driving or physically hurting someone while drunk.
- Physical problems, such as hangovers or illnesses.
- Unwanted, unplanned, and unprotected sexual activity.
- Disruption of normal growth and sexual development.
- Physical and sexual assault.
- Higher risk for suicide and homicide.
- Other unintentional injuries, such as burns, falls, and drowning.
- Memory problems.
- Abuse of other drugs

<http://www.cdc.gov/alcohol/fact-sheets/underage-drinking.htm>

The Youth Court Program and Process (“The service we provide, how we do it, and our objectives/goals”)

KYC serves approximately 150 youth members and clients ages 11 through 17 each year, and annually recruits and trains between 10 and 15 new Youth Court members, who attend an 8-week class taught by local attorneys and judges. The instruction prepares the kids to serve as the prosecutors, defense attorneys, judges, and bailiffs necessary to conduct the youth court sentencing hearings. At the conclusion of the course, Youth Court members must pass a bar examination, sign an ethics agreement, and participate in mock trials before handling cases. Upon completion of their training, in addition to handling active cases, youth court volunteers commit to fundraising activities and a minimum of 50 hours of community service per year to maintain active youth court status. Additionally, members have obligations to help make our annual Blueberry Ball Roll raffle a continuing success.

Through the KYC “restorative justice” process, juvenile defendants resolve their legal problems through restitution, apology letters, essays, educational projects, PRIME For Life drug and alcohol education, and community work service hours. They have the opportunity to be tried by their peers, and to have the offense removed from their records permanently pending a probationary period of six months. The victims and the local community receive valuable service and redress, including monetary repayment for the wrongs committed against them.

The KYC program encourages victims to be involved in the sentencing process. This is an important aspect of the restorative justice model, all aspects of which are present in the KYC process. KYC has consistently demonstrated that involving youth in the process and giving them responsibility and accountability does make a difference.

The KYC program is valuable as an intervention service to the Ketchikan community. It is vital to have local support (financial as well as volunteer) in order to continue. Restorative justice holds youth accountable through peers who mentor and support them through the process of youth court and to make amends to family, peers and the community. Accountability for their actions, and following through with their

peer sentencing gives all participating youth an opportunity to see both sides of the law and, frequently causes them to take a moment to think about what their actions do to their family, their community and themselves.

While our most obvious goal would be to eliminate juvenile crime in its entirety, our attainable goal is to provide first time youth offenders with a thoughtful, meaningful alternative to the traditional court system, one which leads to a reduced incidence of juvenile crime. We believe, and the data bears out, that we provide that alternative.

The Statistics ("Our measurable outcomes")

Through June 30, 2015, KYC has handled a total of 664 referrals from Juvenile Probation, Ketchikan District Court and Ketchikan Police Department, and sentenced more than 520 youth court clients, 64% of whom reside within the City of Ketchikan. Based on population trends since the 2010 U.S. Census, the juvenile population of Ketchikan can be expected to increase by more than 20% over the next ten years, it is vital that KYC receive the financial support requested of the City of Ketchikan so as to provide a cost-effective and successful alternative to the traditional legal system.

In FY14, KYC youth and adult members have committed more than 1850 hours of community service. KYC has experienced substantial growth since 2011, increasing active membership by nearly 100%, and by increasing community service hours performed by 44%. KYC statistics show that in nearly 40% of all community service is completed outside of the City of Ketchikan city limits, and exit evaluations completed our clients and our members overwhelmingly indicate that the program is educational, just and fair, and has been a worthwhile event in their lives. Lastly, based on data gained in a Division of Juvenile Justice-sponsored study by the McDowell Group released in FY11, KYC clients reoffend at a rate of 16% as compared to a recidivism rate of 23% in the traditional court system. In short, what we do in Ketchikan Gateway Borough matters and it works.

NEW Program Components in 2015/Planned For 2016

Direct KPD Referrals

As noted above, the majority of referrals to KYC come from the District Court judges referring clients at the time of arraignment or from juvenile probation officers at the time of intake on a new offense. Beginning earlier in 2013, the KYC director began talks with City of Ketchikan Police Chief Alan Bengaard about a direct referral mechanism whereby first time juvenile offenders, upon screening of the offense and the defendant by police personnel for appropriateness of referral, can be referred to KYC before a criminal docket is created. In the present computer age, many first time offenders though they successfully complete a diversionary program like KYC, are trailed forever by a permanently internet-retrievable criminal history. Even in the absence of a criminal conviction, juveniles who make a mistake AND LEARN THE LESSON, remain permanently badged as 'offenders.' As part of the direct referral process, all interaction between the KPD and KYC will remain confidential unless and until the referred youth violated the terms of the KYC program or committed a new offense. This referral agreement was finalized in 2015 and calendar year 2016 gives us our first full year to compile data provided by this new referral mechanism.

KYC Hosted Statewide Youth Court Conference Diversity Training/Circle Justice Training

Ketchikan Youth Court was proud to have attended with 8 youth members the 2015 United Youth Courts of Alaska annual conference held March 28-30, 2015. The conference hosted approximately 150

youth and adult attendees from across the state and featured a mix of fun activities for youth and education on matters that affect youth courts across the state. Included as a significant part of the curriculum for the conference was training for youth court volunteers in conducting 'talking circles' and other 'circle justice' practices that are part of the Native Alaskan tradition. Many of the communities where our youth courts are located are populated by large majorities of Native Alaskan peoples and those youth courts will share with all attendees the processes, traditions and methods often employed in Native Alaskan village culture. The inclusion of this training has proved beneficial as youth court members and volunteers learn of alternative justice models that operate separate and apart from the Anglo system of courtroom justice formally employed by the State of Alaska.

Ketchikan Youth Court members are fundraising now in hopes of attending the 2016 United Youth Courts of Alaska conference planned for Anchorage. We hope to take to Anchorage as many KYC members as possible. These conferences not only enrich the youth court experience of our members, but better prepare them to aid the 'at-risk' youth that constitute many of our clients.

Bottom Line

Youth and adult volunteers have contributed nearly 31,000 hours of their time to training, facilitation, and support of KYC activities, while juvenile offenders have logged over 8,100 hours of community service in response to their sentences. In the past fiscal year alone, KYC volunteers and clients have performed over 600 hours of community service; coupled with the efforts of family and friends in making this process possible, the total volunteer hours for the year equal an estimated 1900 hours. In addition to in-kind services and donations valued at \$46,625 annually, **this represents a total value of volunteer and in-kind community support work product worth in excess of \$70,000, at no cost to the community. This volunteerism is a tremendous demonstration of commitment to the improvement of the quality of life in Ketchikan Gateway Borough.**

As noted earlier, other municipal and borough communities in Alaska provide up to 40% of the funding needed to operate their Youth Court programs, whereas we are requesting from KGB a much lower 5.5%. Overall, this money is well spent for the community. The savings to Ketchikan Gateway Borough are substantial, whether saved through volunteer hours serving the community, through the lower cost of processing juvenile offenders compared to the traditional court system, or the economic advantages of a reduced rate of juvenile crime thanks to early intervention.

KYC currently receives financial support from its board of directors, corporate donations, the annual Blueberry Ball Roll raffle, the City of Ketchikan, and the Alaska Division of Juvenile Justice. We receive in-kind donations of court space, office space and involvement of the Ketchikan Police Department, the Alaska State Troopers, Juvenile Probation, Ketchikan District Court and other professional services. A community grant from Ketchikan Gateway Borough allows this program to continue to flourish and to serve a necessary function for our community.

Thank you very much for your time and consideration.

Sincerely yours,



Glenn J. Brown
Executive Director

Ketchikan Youth Court

Other Agency Funding

**Grants, Corporate, In-Kind, and Individual Donations
Ketchikan Youth Court FY2016**

Grant of \$44,600

State of Alaska Department of Health & Social Services,
Division of Juvenile Justice

Grant of \$11,500

City of Ketchikan

In-kind Donation of Office Space \$36,000

The Cape Fox Market Place (month by month)

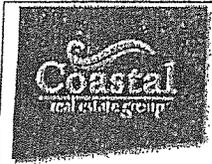
Annual Ketchikan Youth Court Campaign Fundraiser \$9,800

Blueberry Ball Roll Raffle through Ketchikan Lions Club

Business and Individual Donations of \$100.00-\$500.00

The Asylum	Davies & Barry Insurance
Tongass Trading Company	Lanetta Lundberg
Alaska and Proud Market	Alaska Ship and DryDock
Anderes Oil Inc	Milner, Howard, Palmer, and Johnson, PC
IBEW-1547	VIGOR/Alaska Ship and Drydock
Timber and Marine Supply, Inc	American Legion Post #3
Cheryl Fultz	Phillip Benning
Pat and Jessi Chapman	Glenn Brown
Gretchen Klein	Susan Carson
Loren Enright	American Seafood
KA Swiger	Timber and Marine Supply, Inc
Mecham Richardson Co., CPA's	Madison Lumber & Hardware Inc
Promech, Inc.	AK Sport-fishing Expeditions/Cedar Lodge
Alaska Pacific Bank	Fraternal Order of Alaska State Troopers
Alaska Peace Officers Association	Vicki Newlun
Katie Davidson	Diversified Diving Service

Ketchikan Youth Court
Annual Cost – Backup Materials



Coastal Real Estate Group

344 Front Street
Ketchikan, AK 99901
907.247.5811
www.coastalak.com

License Agreement

1. Purpose of Agreement:

This license is an agreement which allows you to temporarily use space within the Cape Fox Market Place to conduct a specific activity or service, or place a display. A license agreement is a permit, not a lease. This agreement allows you to use designated areas for specific periods of time. Rights to this agreement may not be assigned by licensee to any other person or entity.

2. Rules and Regulations:

Space: This agreement shall provide description of the space designated for use. Licensee will confine all activities, services and displays to the area designated in this agreement.

Time: This agreement shall provide description of the time, which includes any set up or clean up time, during which the license is effective. At any time property is left unattended; it must be properly secured. In no event shall *Cape Fox Corporation* be liable to the licensee for theft, damage, or destruction of any property of the licensee.

Use: Specific use for the space shall be described in this agreement. No other additional use not described in this agreement shall be permitted.

Use Fee: If a fee for use of space is associated with this agreement, the rate will be listed in the agreement. The fee must be paid prior to use of space.

Responsibility for Damages and Costs: Licensee will be solely responsible for any and all damages that occur as a direct result of the organizations use and will bear the burden of costs associated with the damage.

Activities: This agreement shall set forth the activities previously discussed and approved by Cape Fox Corporation. Licensee may not smoke in the space provided. Minors may not serve as attendants during the activities unless under the supervision of an adult. Licensee may not solicit attention of customers by verbal or physical invitation, or by obstruction or interference or restriction of free movement of patrons. Licensee may not use any recording, amplifying or other media devices which may disturb the peace without prior approval of Cape Fox Corporation. Licensee will not do or permit to be done any unlawful act.

3. Insurance:

Licensee shall provide to Cape Fox Corporation, at its expense, unless otherwise provided for in the terms of this agreement, comprehensive liability insurance, including product liability coverage, with single occurrence limit of at least \$1,000,000, aggregate of at least \$2,000,000, and casualty insurance sufficient to cover the replacement value of its property, inventory, or display. The policy shall name the Cape Fox Corporation as an additional insured and include an express waiver of subrogation against Cape Fox Corporation. Insurance certificate shall be provided to Cape Fox Corporation prior to space use. Additional insured shall be listed as follows on the policy: *Cape Fox Corporation*

Licensee's Initials

R
J

License Agreement

*CIO Coastal Real Estate Group
Box 5811
Ketchikan, Alaska 99901*

4. Hold Harmless:

Licensee shall indemnify, defend, and hold Licensor harmless from any and all claims arising from Licensee's use of the premises or from the conduct of its business, or from any activity, work, or thing which may be permitted or suffered by Licensee in or about the premises and shall further indemnify, defend, and hold Licensor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the provisions of this License Agreement or arising from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Licensee hereby assumes all risk of damage to property or injury to persons in or about the premises from any cause, and Licensee hereby waives all claims in respect thereof against Licensor, excepting where said damage arises solely out of the negligence of Licensor.

5. Exemption of Licensor from Liability:

Licensor shall not be liable for injury to Licensee's business or any loss of income there from or for damage to the goods, wares, merchandise or other property of Licensee or Licensee's employees, invitees, customers, or any other person in or about the premises; nor, unless caused solely by its negligence, shall Licensor be liable for personal injury to Licensee or Licensee's employees, agents, contractors and invitees, whether said damage or injury results from conditions arising upon the premises or upon other portions of the building or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Licensor or Licensee. Licensor shall not be liable for any damages arising from any act or neglect of any other tenant, if any of the building.

6. Revocation:

Cape Fox Corporation reserves the right to cancel this License Agreement if good cause exists. In which case the License Agreement shall terminate and the Licensee shall surrender use of the premises within twenty-four hours upon notification of cancellation from Cape Fox Corporation. Good cause includes, but is not limited to, the following items:

- a. Any material misrepresentation made by licensee to Cape Fox Corporation, in the course of the application procedure.
- b. Any attempt to change or augment the use of the area in a manner which is not specified in the license agreement or specifically approved by the Management Company, Coastal Real Estate Group.
- c. Any violation of the rules or conditions of the license agreement.
- d. Any failure to timely provide current certificates of insurance.
- e. Any behavior or action by licensee or its agent that detrimentally affects the safety and/or commercial interest of the owner, tenants, other licensees, or customers of the Cape Fox Market Place.

Revocation may be oral or written notice. Upon revocation, the licensee shall immediately close and secure the use site. At such time, the licensee will dismantle and remove any display or items and clean and restore use site to good and usable condition.

7. Relocation:

Licensee's Initials

[Handwritten initials]

License Agreement

Cape Fox Corporation shall have the right to relocate the use site upon reasonable notice to the licensee. The decision to relocate the site shall be made by the Management Company, Coastal Real Estate Group. Licensee shall be given at least twenty-four (24) hour notice of the Managements decision to relocate licensee.

8. Termination:

Either party may terminate the license agreement without cause by giving the other party ten (10) days prior written notice. If such notice is given, no penalty or damages shall be assessed against the party that terminates the agreement.

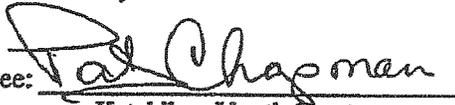
9. Assignment:

Licensee may not assign the rights under this license agreement to any other person or entity.

10. Permits and Licenses: Please attach a copy of your business license.

Licensee warrants that it has obtained all necessary municipal, state and federal permits, licenses, and approvals to carry out its business as stated in the license agreement.

Licensee:


Ketchikan Youth Court

Licensee's Initials



License Agreement

License Application for Temporary Use of Space

Read terms of application and agreement prior to signing License Agreement and agrees to the terms set forth in the Temporary Use License.

This License Agreement dated for reference purposes only, May 1, 2011, is made and entered into by and between Cape Fox Corporation, as Licensor and Ketchikan Youth Court as Licensee.

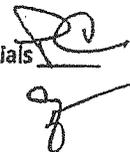
Licensee Mailing Address: 500 Mission, #4 Ketchikan, Alaska 99901

- 11. Term: Month to month, commencing May 1, 2011
- 12. Premises: _____ square foot, suite 4
- 13. Use: Youth Court offices for training programs, activities, and misdemeanor trials of youth ages 12 -18.
- 14. Payment Schedule: Licensee to pay \$400.00 monthly. Utilities (electric & phone) to be paid by Licensor
- 15. Revocation: Cape Fox Corporation reserves the right to cancel this License Agreement if good cause exists. In which case the License Agreement shall terminate and the Licensee shall surrender use of the premises within twenty-four hours upon notification of cancellation from Cape Fox Corporation. Good cause includes, but is not limited to, the following items:
 - a. Any material misrepresentation made by licensee to Cape Fox Corporation, in the course of the application procedure.
 - b. Any attempt to change or augment the use of the area in a manner which is not specified in the license agreement or specifically approved by the Management Company, Coastal Real Estate Group.
 - c. Any violation of the rules or conditions of the license agreement.
 - d. Any failure to timely provide current certificates of insurance.
 - e. Any behavior or action by licensee or its agent that detrimentally affects the safety and/or commercial interest of the owner, tenants other licensees, or customers of the Cape Fox Market Place.

Revocation may be oral or written notice. Upon revocation, the licensee shall immediately close and secure the use site. At such time, the licensee will dismantle and remove any display or items and clean and restore use site to good and usable condition.

- 16. Relocation: Cape Fox Corporation shall have the right to relocate the use site upon reasonable notice to the licensee. The decision to relocate the site shall be made by the Management Company, Coastal Real Estate Group. Licensee shall be given at least twenty four (24) hour notice of the Managements decision to relocate licensee.
- 17. Termination: Either party may terminate the license agreement without cause by giving the other party ten (10) days prior written notice. If such notice is given, no penalty or damages shall be assessed against the party that terminates the agreement.

Licensee's Initials



Ketchikan Youth Court

Other Supporting Materials:

- 1. Attached verification of IRC §501(c)(3) status**
- 2. Attached Current List of Governing Board**
- 3. Attached Letters of Support**
- 4. Statement Concerning Compliance Requirements**
- 5. Statement Concerning Improvement of Economic Environment**

Ketchikan Youth Court Current Board Members and Important Contacts (updated October 27, 2015)

BOARD OF DIRECTORS

Name	Position	Telephone No.	Email Address	Mailing Address/Affiliation
Phillip M. Benning	President	907-617-5456	phillip.benning@lpcorp.com	P.O. Box 6600 Ketchikan, Alaska 99901
Pat Chapman	Vice President	907-617-5704	patchapman@peacehealth.org	3233 Emma Court, Ketchikan, Alaska 99901
Katie Davidson	Board Member	907-254-8992	katiern65@yahoo.com	3208 Timberline Court Ketchikan, Alaska 99901
Shawna Strouth-Shaw	Board Member	907-821-8073	shawketchclan@yahoo.com	P.O. Box 1512 Ward Cove, AK 99928
Susan Carson	Secretary	907 225-4698	carson3004@gmail.com	3004 Crest Avenue Ketchikan, AK 99901
Lanetta Lundberg	Board Member	907 225-0909	llundberg@peacehealth.org	7446 South Tongass Hwy Ketchikan, AK 99901
Angela Nickich	Treasurer	907-254-0131	annickich@gmail.com	14505 N. Tongass Hwy Ketchikan, Alaska 99901
Sonya Skan	Board Member	907 225-9898	sskan@kictribe.org	831 Peterson Street Ketchikan, AK 99901
Max Varela	Youth Board Member	907-821-8685	awesomesuperstudents@gmail.com	500 Mission Street #4 Ketchikan, Alaska 99901

STAFF

Name	Position	Telephone No.	Email Address	Mailing Address (SAME BELOW)
Glenn Brown	Executive Director	907 225-2293	ktnyouthcourt@gmail.com	500 Mission Street #1 Ketchikan, Alaska 99901
Max Varela	Youth Assistant	907-225-2293	ktnyouthcourt@gmail.com	500 Mission Street #1 Ketchikan, Alaska 99901

Note: Chapman, Benning, and Davidson elected 1/15/13; Lundberg, Carson and Skan elected 1/28/14; Nickich elected 4/23/13. Shaw elected 11/19/13. Per bylaws, members elected in even-numbered years stand for election in January of next even-numbered year. Likewise, members elected in odd-numbered years stand for election in January of next odd-numbered year. Terms are two years. Youth member elected annually by bar association vote held at bar association reorganization meeting in January.

MEMORANDUM OF AGREEMENT

This agreement recognizes the need for interagency cooperation between the Ketchikan Police Department and the Ketchikan Youth Court. The Ketchikan Police Department (KPD) may refer juveniles who are first time offenders, age 10-18 years old to Ketchikan Youth Court (KYC). Offenses covered by this agreement shall include Minor Consuming Alcohol, Possession of Tobacco, No Valid Operator's License and Curfew violations.

Upon an officer identifying a defendant who meets the KPD requirements for referral to KYC, the officer will contact the defendant's parent or guardian. Pursuant to this Agreement, the defendant shall be required to contact KYC within three days of the referral and comply with all requirements of KYC within the required time period. The defendant shall be required to enter a plea of guilty or no contest with KYC. Cases shall be referred to KYC on the terms of a six month abeyance.

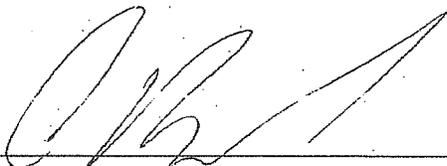
The defendant and the defendant's parents must sign an agreement to come to KYC during the KYC intake process. The Court System has set aside court space two hours a week for KYC "sentencing" hearings.

If the "sentence" imposed by KYC is completed successfully in the time given to the defendant, the sentencing form returned to KPD will indicate that the "sentence" has been satisfied. The KYC Signed Sentence Form, KYC Community Service Outcome Form and Creative Sentencing Requirements will be enclosed with the report. Successful completion shall result in no charges being filed in District Court for the original KPD case.

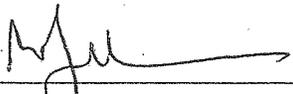
If the sentence is not completed within the six month period or the defendant is found to have committed a second offense, the charges in the original KPD case will be filed with the District Court. The KPD report will reflect the sentencing outcome was non-compliant. It will also include a memo submitted to the court indicating all contacts KYC staff made to assure that the defendant was given a fair opportunity to complete the "sentence".

The undersigned remain committed to supporting each other's efforts in addressing solutions to juvenile crime and strengthening the community response to at-risk behavior by juveniles.

5/11/15
Date


Chief of Police Alan Bengaard

5/11/15
Date


KYC Director Glenn Brown



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

**Department of
Health and Social Services**

DIVISION OF JUVENILE JUSTICE

P.O. Box 5885
Ketchikan, Alaska 99901
Main: 907.225.9639
Fax: 907.225.1934

December 12, 2012

Dear Sirs/Madams:

In Alaska, the Juvenile Probation Offices of the Division of Juvenile Justice receive law enforcement referrals for youth under age 18, for offenses if committed by an adult, would be criminal acts per Alaska Statutes. The Division operates under the Restorative Justice philosophy, wherein juvenile offenders are held accountable for their behavior, the safety and restoration of victims and communities is promoted, and the offenders and their families are assisted in developing skills to prevent crime. Probation officers work to ensure that the least restrictive methods are utilized in working with youth offenders and their families, including diverting youth offenders from the formal delinquency process when appropriate.

Locally, the Ketchikan Youth Court provides the ONLY formal diversionary program available to first time offenders referred to Juvenile Probation for misdemeanor level offenses. The Ketchikan Youth Court provides a vital service allowing youth offenders to be diverted away from the constraints of the formal delinquency process. Ketchikan Youth Court provides a forum for which youth offenders are educated and held accountable for their actions by their peers, and where service to the community is emphasized, to benefit all who live here. The majority of youth offenders referred to the Ketchikan Youth Court by Juvenile Probation have no further involvement with this office.

Further, the volunteer youth members of the Ketchikan Youth Court are service oriented young community members. They are educated and mentored by volunteer legal and judicial professionals of our community, fostering practical experience in the legal field and leading many towards future careers in the public service sector.

Best Regards,

A handwritten signature in black ink, appearing to read "JK", written over a large, faint map of Alaska.

Jane Kimura
Juvenile Probation Officer II
KYC Board - DJJ Liaison

To: City of Ketchikan

From: Amanda M. Schulz 

Re: Ketchikan Youth Court

Date: December 19, 2012

It is with great pleasure that I provide this letter in support of Ketchikan Youth Court. This letter is written in my personal capacity and not as a representative or spokesperson for the Alaska Court System.

As the Magistrate for the Ketchikan Trial Courts, I frequently deal with individuals 18 and under charged with various violations of the Alaska Statutes and the City of Ketchikan Ordinances. These offenses include, but are not limited to, possession or consumption of alcohol by minors, curfew violations, possession of tobacco, theft in the fourth degree, no valid operator's license, and misconduct involving controlled substance in the sixth degree. Youth Court programs provide a meaningful sentencing alternative in dealing with these cases.

Since becoming Magistrate in October 2010, I have referred numerous cases to Ketchikan Youth Court. I wish to comment that the process is running very smoothly under the direction of Glenn Brown. I believe the process gives the young offenders more accountability than the traditional court process. The restorative justice focus requires all parties to be more involved, which is believed to reduce the likelihood of individuals reoffending. Individual involved in the Youth Court program are more closely monitored throughout the process compared to in the traditional court setting for these types of offenses. Furthermore, clients and non-clients have both received a great service through the offering of the Prime for Life class by the Ketchikan Youth Court.

Through my personal experience on the Board of Directors of Ketchikan Youth Court, I know that the program benefits its members in addition to its clients. The public speaking skills developed are important in school and in everyday life. Members also participate in fundraising activities, complete community work service, and assist in community events, all of which benefit our local community.

I believe the services provided by Ketchikan Youth Court are invaluable to both the clients and members and fully support the program.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KETCHIKAN INDIAN CORPORATION
D/B/A KETCHIKAN INDIAN COMMUNITY, TRIBAL YOUTH PROGRAM
AND
KETCHIKAN YOUTH COURT, INC.

This agreement recognizes the value of interagency cooperation between the Ketchikan Indian Corporation d/b/a Ketchikan Indian Community, Tribal Youth Program and the Ketchikan Youth Court. Both agencies serve the greater Ketchikan Community which is comprised of twenty (20%) percent Alaska Native and American Indian youth.

The mission of the Tribal Youth Program (TYP) is to empower tribal youth through cultural engagement. The mission of Ketchikan Youth Court is to empower youth to make positive contributions to the community through its program of restorative justice by emphasizing individual accountability and peer interaction.

The Tribal Youth Program agrees to contribute to the work of the Ketchikan Youth Court for the period of January 1, 2015 through December 31, 2015 by:

1. Participating in monthly KYC Board of Directors meetings and by providing ongoing guidance and counsel on increasing the effectiveness of the KYC restorative justice program within the Native Alaskan and American Indian communities;
2. Providing input regarding strategies for improving outreach to youth in the Native Alaskan and American Indian populations;
3. Providing access for KYC clients to culturally-based after school activities for tribal youth (grades 7-12) designed to strengthen their self-identity, leading to a demonstration of their increased understanding and fulfillment of their place within the tribal community and the wider community, in hopes of increasing in-school engagement and decreasing juvenile delinquency.

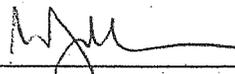
In return, Ketchikan Youth Court agrees to contribute to the work of the Ketchikan Indian Community Tribal Youth Program for the period of January 1, 2015 through December 31, 2016 by:

1. Participating in regular TYP meetings for overall planning, program development and evaluation of TYP's work and effectiveness.
2. Providing advice, as appropriate, for specific strategy or implementation work related to the TYP, including collection of relevant data that may be useful to TYP.
3. Providing aggregate data on Alaskan Native and American Indian interaction with the KYC justice system. This data will include levels of involvement in the KYC system by age, gender and race and will provide available information on recidivism rates.

This Memorandum is effective for the terms set forth herein or sooner upon ninety days written notice provided by one party to the other. This M.O.U. may be modified at any time by further written agreement of the parties.

9/16/15

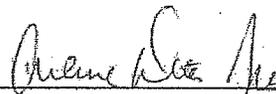
Date



Ketchikan Youth Court

9/16/15

Date



Ketchikan Indian Corporation d/b/a
Ketchikan Indian Community

Memoranda of Agreement between Ketchikan Youth Court
And the District Court at Ketchikan

This agreement recognizes the need for interagency cooperation between District Court in Ketchikan and the Ketchikan Youth Court (KYC).

The District Court agrees that KYC is a "community diversion panel" as that term is defined in AS 04.16.050(b)(1)

The District Court may refer juveniles who are first time offenders ages 10-18 who are enrolled in grades K-12 to Ketchikan Youth Court (KYC) as an option for sentencing. If the District Court refers a defendant to the Ketchikan Youth Court, then the District Court will send KYC a referral notice and a copy of the complaint.

The District Court will require the defendant to contact Ketchikan Youth Court within 3 days of the referral and comply with all KYC requirements by a specific date.

The defendant and the defendant's parents must sign an agreement to come to KYC during the KYC intake process and KYC sentencing hearing. The Court System agrees to provide court space 2 hours a week for KYC hearings. (This is on an availability basis.)

On or before the completion due date, KYC will file a notice stating whether the defendant has complied with all KYC requirements. The KYC Signed Sentencing Form, KYC Community Service Outcome Form, and Creative Sentencing Requirements will be enclosed with the report.

If the sentence is not completed within the time allowed, the case will be referred back to the District Court for review. The report will indicate the sentencing outcome was non-compliant. It will also include a memo submitted to the court indicating all contacts KYC staff made to assure that the client was given a fair opportunity to complete the sentence.

The undersigned participants in Ketchikan Youth Court and the District Court at Ketchikan remain committed to supporting each others' efforts in addressing solutions to juvenile crime and strengthening the community response to youth at-risk behavior. We hereby agree that this memorandum of agreement may be included in the KYC grant application as demonstration of collaboration (AYC).

8/3/11
Date

8/3/11
Date

8/05/11
Date

[Signature]
Kevin G. Miller, District Court Judge

[Signature]
Amanda Schulz, Magistrate

[Signature]
Gretchen Klein, KYC Executive Director

State of Alaska

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
Southcoast Region

ADOPT-A-HIGHWAY AGREEMENT

WHEREAS, the Alaska Department of Transportation & Public Facilities, herein after referred to as the department, and KETCHIKAN YOUTH COURT, INC., hereinafter referred to as the adopting organization, recognize the need and desirability of litter-free highways; and

WHEREAS, the adopting organization is aware of the hazardous nature of the work that is to be performed and agrees to conduct its litter control activities in accordance with the Department's guidelines for the program as set forth in Attachments A and B.

NOW THEREFORE, the department recognizes the adopting organization's desire to participate/continue in the Adopt-A-Highway program for the following section of highway:

Highway NORTH TONGASS
Station KETCHIKAN
Description FROM 7 TO 8 MILE POST

FURTHERMORE, the adopting organization accepts the responsibility of picking up litter on this section of highway at least three times annually and agrees to promote a litter-free environment in the community commencing immediately and ending October, 2018.

KETCHIKAN YOUTH COURT, INC.
Name of Adopting Organization (print clearly)

GLENN BROWN
Organization Contact / Safety Representative

500 MISSION ST., STE. 1
Mailing Address

KETCHIKAN AK 99901
City State Zip

(907) 225-2293
Phone Fax

KTYN YOUTH COURT @ GMAIL.COM
E-mail Address

[Signature]
Organization Authorized Signature

[Signature]
DOT&PF, SE District M&O Superintendent

12-29 1 12015
Date

[Signature]
DOT&PF, Southcoast M&O Manager

12-29 1 12015
Date

Return to: Maria Lukke
DOT&PF M&O
P.O. Box 112506
Juneau, AK 99811-2506
(907) 465-1779 Phone
(907) 465-2021 Fax
Maria.Lukke@alaska.gov



KETCHIKAN YOUTH COURT

500 Mission, Ste. 1, Ketchikan, AK 99901 • (907)225-2293 • ktnyouthcourt@gmail.com

Memorandum of Agreement between Ketchikan Youth Court and the Office of Juvenile Probation at Ketchikan 2015

Mission
We empower youth to make positive contributions to our community through our program of Restorative Justice by emphasizing individual accountability and peer interaction.

Ketchikan Youth Court Board of Directors 2015

Phillip M. Benning,

President

Pat Chapman,

Vice President

Susan Carson,

Secretary

Angela Nickich,

Treasurer

Katie Davidson

Lanetta Lundberg

Sonya Skan

Shawna Strouth-Shaw

Youth Representative

Max Varela

Ketchikan Youth Court is a non-profit organization granted such status under IRS Code 501(c)(3). Our Federal Identification Number is 30-0247530

This agreement recognizes the need for interagency cooperation between the Office of Juvenile Probation at Ketchikan and the Ketchikan Youth Court. The Ketchikan Juvenile Probation Office may refer juveniles who are first time offenders, ages 10-17, and enrolled in grades K-12, to Ketchikan Youth Court (KYC) as an option for sentencing. The Juvenile Probation Officers may use their discretion in this decision to refer first time offenders to KYC. Should the defendant agree to come to KYC, the Juvenile Probation Office shall notify KYC and provide the necessary documents.

The defendant shall be required to contact KYC within 3 days of the referral and comply with all requirements of KYC within the required time period. The defendant and the defendant's parents must sign an agreement to come to KYC during the KYC intake process.

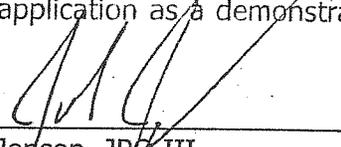
The Court System has set aside court space 2 hours a week for KYC "sentencing" hearings. (This is on an availability bases.) If the "sentence" imposed by KYC is completed successfully in the time given to the defendant, the sentencing form returned to the Juvenile Probation Office will indicate that the "sentence" has been a satisfied. The KYC Signed Sentencing Form, KYC Community Service Outcome Form, and Creative Sentencing Requirements will be enclosed with the report. Successful completion shall result in dismissal of the matter without referral of charges to the Court.

If the sentence is not completed within the time allowed, the case will be referred back to the Juvenile Probation Office for review. The report will indicate the sentencing outcome was non-compliant. It will also include a memo submitted to the court indicating all contacts KYC staff made to assure that the client was given a fair opportunity to complete the "sentence".

The undersigned participants remain committed to supporting each others efforts in addressing solutions to juvenile crime and strengthening the community response to at-risk behavior by juveniles. We hereby agree that this memorandum of agreement may be included in the KYC grant application as a demonstration of collaboration.

4/30/15
Date

4/30/15
Date


John Jenson, JPO III
Ketchikan District Supervisor


KYC Director Glenn Brown

Ketchikan Youth Court
Statement Concerning State and/or Federal
Compliance Requirements

Ketchikan Youth Court does not believe that the requested grant project implicates any state or federal compliance requirements.

How Will The Project Improve the Economic
Environment?

Ketchikan Youth Court is a restorative justice program geared toward first-time juvenile offenders. As with any effort targeted toward a reduction in future criminal behavior, it is, candidly, impossible to specifically lay claim to some portion of the increase or decrease in future criminal behavior being attributable to one program. Ketchikan Youth Court can only show that recidivism rates amongst our clients are measurably below those of juveniles whose matters were adjudicated through traditional means.

With that said, data is clear that reductions in crime and the associated costs to a community, its citizens, its businesses, and its visitors, are a benefit to an economic environment. Our lower recidivism rate shows that what we do serves to reduce crime.